

# **BOCA LAKES CONDOMINIUM ASSOCIATION, INC.**

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## RULES & REGULATIONS OF BOCA LAKES CONDOMINIUM ASSOCIATION INC.

In addition to the provisions of the Declaration of Condominium of Boca Lakes, and the Articles of Incorporation and by-laws of Boca Lakes Condominium Association, Inc., the following Rules and Regulations as may be adopted hereafter by the Board, shall govern the use of units and common elements and the conduct of all residents thereof whether the same are unit owners, approved lessees, or the guests of unit owners or lessees.

At a meeting of the Board of Directors of Boca Lakes Condominium Association, Inc. held on November 13, 2019, it was decided by the majority vote of the Board that the previous Rules and Regulations be modified and the following Rules and Regulations were adopted.

These Rules and Regulations hereinafter enumerated as to the condominium property, the common elements, the condominium units, and the condominium in general shall apply to and be binding upon all unit owners. The unit owners shall at all times obey these Rules & Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invites, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other unit owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Association and the By-laws of the Association. Violations may be remedied by the Association by injunction or other legal means and the Association shall be entitled to recover in said actions any and all court costs incurred by it, together with reasonable attorney's fees against any person violating the Rules and Regulations, or the Declaration of Condominium (**By Laws**) and any of the Exhibits and schedules attached thereto. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors.

## Administration

- The President of the Board of Directors may approve a disbursement of up to \$500 without Board approval. The President may not approve more than one such disbursement for any single item. The President must approve Board members petty cash vouchers.
- Every unit owner shall be given a copy of the Declaration of Condominium of Boca Lakes Condominium Association, as recorded in Book 2285, page 1980 of the public records of Palm Beach, Florida
- Food and beverage may not be consumed outside of a unit except in such areas as are designated by the Association.
- Feeding the wild animals (ducks, squirrels, birds, etc.) is prohibited. Cats and dogs are to be fed by its' owner at its' place of residence only.
- Use of golf carts is limited to employees of the Association and/or Management Company and/or a member of the Board and/or Management Company for appropriate Boca Lakes business only.
- Monthly assessment fees, as determined by the Board, are due and payable on the first (1<sup>st</sup>) of each month, payable by check or direct bank transfer to the order of Boca Lakes Condominium Association Inc., and must include the unit number and/or address of the unit being paid for.
  - o If such payments are late ten (10) days or more, they shall be subject to late charges in an amount determined by the Board and considered delinquent.
  - o Unit owners are responsible for any fees or other charges required to be used to obtain payment of delinquent accounts.
  - o The RFID gate entry pass shall be deactivated after thirty (30) days of delinquency.
- A unit owner does not have the authority to act on behalf of the Association by reason of being an owner.
- An elected board member cannot serve more than eight (8) consecutive one-year terms or four (4) consecutive two-year terms.
- A board member who resigns cannot run again to be a member of the board.

## Alterations/Structural Modifications

- Unit owners must submit an Alteration Request, available from the Office and our web site, for written approval from the Association for all alterations to their unit. Alterations that do not affect the common property must also be approved in order to verify that the contractor is licensed and insured, copies of which must be submitted to the Association.
- Any alterations to the inside of a unit must include an upgrade to the electrical panel to conform to current code.
- Unit owners are responsible for the cost of installation of rain gutters. See approved specifications.
- Any gutters, downspouts, awnings, screened porches or other structures and additions attached to the unit shall become the property of the Association. Notwithstanding this, the unit owner shall be responsible for the upkeep and maintenance of the additions and/or structures. Insurance coverage is the sole responsibility of the unit owner. Should maintenance work be needed, upon notification to the unit owner, the Association may have the work performed and invoice the unit owner for said work.
- Wooden decks are prohibited.
- All alterations performed by unit owners and/or their contractors must conform to building code requirements.

The attached drawing illustrates the maximum allowable area of each unit's patio: inside unit 9'x12'; outside unit 9'x16' plus an optional patio extension, including screen enclosures. All building code requirements must be adhered to.

- o If pouring cement, the unit owner must notify the Office when forms are in place, and approval by appropriate Board director obtained.
- o The A/C unit location cannot be relocated.
- o The patio must not cover any electrical, cable, telephone and/or irrigation lines. Unit owner is responsible for the cost of relocating any lines that he/she may wish to be relocated. Irrigation lines must be relocated, not capped.
- o Any trees or shrubs in the way of the proposed patio must be moved at unit owner's expense.

- Patio screened enclosures are allowed but must be approved by the appropriate Board member(s) and is subject to the specifications and restrictions in place at that time. See schedule attached. Violations will result in cancellation of the approval and may result in the dismantling of the structure at the unit owner's expense.
- The installation of screening must allow for the lowering of an awning, if applicable.
- The screened enclosure is to be used as a patio only, not as a separate room, and not as a storage area.
- No hangings or shades are to be attached to the screen walls. As stated previously, all rules and regulations pertaining to patios apply, including noise regulations.
- The installation of hurricane shutters must be approved by the Board and conform to current specifications. See schedule attached.
  - Awnings must conform to standards in place at the time of installation. See schedule attached. Awnings are not hurricane shutters and cannot be used as such.
- The unit owner is responsible for the expense, cost and repair of any damage caused to the Condominium property, including but not limited to the common elements and neighboring units.
- Leaks caused by the addition of a second bathroom in an inside unit are the responsibility of the unit owner.
- Motion detectors and/or solar lights may be installed by unit owners, at their own expense, subject to approval by the Board if they are attached to the building.
- An alteration/replacement request must be submitted and approved by the Board before installation of replacement windows and/or doors. See approved specifications at that time. Palm Beach County permit must be obtained. All work must conform to current building code requirements.
- The Association will attempt to make reasonable accommodations in rules, policies, practices or services if necessary for handicapped persons. All such requests must be submitted on an Alteration request form and must be approved by the Board.
- The unit owner is responsible for all expenses to restore the dwelling or common use areas to the original condition when the term of alteration is ended or the disabled person moves out.
- If a new unit owner wants to retain an existing alteration the new unit owner must agree to all upkeep and maintenance of that alteration.
- Unit owner must submit an Alteration request for the installation of front entrance grab bars. Bar is to be 24" stainless steel. It is the unit owner's responsibility to have the bar removed unless the new unit owner will assume the same responsibility.
- Exterior Doors: Replacement door must be residential steel grade and must meet all building code requirements in effect at that time. Color shall be as specified by the Board.
  - A small window of tempered glass is permitted, up to 10"x10", or a moon window in the front door. The rear door can have the larger glass panel as existing. The existing dimensions of the front and rear doors cannot be altered. The Association will paint the exterior of a new door with an approved color, and will be responsible for maintaining its appearance.
  - Screen doors may be installed on existing doorframes only. White only is approved.

#### **Attire**

- Unit owners, lessees, families and guests shall not appear in or use common area except in appropriate attire.

#### **Buildings & Maintenance**

- No antenna or satellite dish or similar device shall be erected on the roof or attached to the exterior walls of any Condominium building, subject to removal without notice at the cost to the homeowner. Satellite dishes will only be allowed on the patio, listed as limited personal use common area. The dish installation must not interfere with the operation of the patio awning.
- No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of a Condominium building without the written consent of the Board of Directors and/or Management. Storm shutters of a type approved by the Board of Directors will be permitted.

- No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any unit, except such as are required for normal household use.
- The Association is responsible for the removal and reinstallation of all awnings in all cases where it is necessary to do so because of painting, repairs, or maintenance of the building.
- Any clogs in drains or toilets must be reported to the office. The maintenance department must first check the problem to determine the responsibility of any expense that may be occurred. If it is necessary to employ a drain cleaner company, the office will make the arrangements. If it is deemed that the homeowner is responsible, the billing will be made direct to the homeowner by the drain-cleaning company.
- All holiday decorations must be removed a maximum of ten (10) days after the holiday. If not removed, the Association will remove them at a cost to the unit owner and will not be responsible for safekeeping. Any items not picked up within two (2) days will be disposed.
- Propane bar-b-que grills are permitted for use on the rear patios only but are not to be used under awnings. Charcoal grill, fire pits and hibachi grill are prohibited.
- The Association is responsible for the building wiring from the FPL meter to the unit owners inside panel.
- It is mandatory for unit owners to padlock the water connection in the "off" position when the unit is unoccupied. The Office must be supplied with a key or be readily available.
- No unit owner shall allow anything to be hung from the windows or doors of the unit, nor swept or thrown from the unit onto the common elements.
- The personal property of all unit owners shall be stored within their units, except for specific outdoor furniture, including but not limited to chairs, tables, flowerpots or any similar decoration, propane grill.
- Dryer vents must be cleaned professionally periodically. Uncleaned vents are a fire hazard.

#### **Clubhouse, Pool, Tennis Court, Bocce, Shuffleboard, Pool Table Area**

- The clubhouse and recreation area are the focal point of the Boca Lakes community. We encourage all residents to use and enjoy the facilities. At the same time, rules and regulations must be respected.
- Smoking, vaping and/or use of any controlled substance is prohibited in or around the total recreation area.
- The clubhouse is open from 8:00am to 11:00pm daily. Exceptions must be requested and approved by the Office.
- Requests to use the clubhouse and/or facilities for specific events must be submitted and approved by the Office. By tradition, Monday and Thursday nights have been designated as "game nights", subject to change at any time. Notwithstanding an approved event, the clubhouse and recreation areas are open to all residents.
  - o Spillage or other accidents must be reported to the Office.
  - o Use of the facilities is reserved for unit owners/lessees.
  - o Appropriate attire and footwear must be worn at all times in the clubhouse. Wet swimwear is prohibited in the clubhouse and office area.
  - o Children under the age of sixteen (16) will NOT be allowed to use the clubhouse facilities unless accompanied by an adult, who shall be responsible for his/her actions.
  - o Food and beverages are prohibited in any carpeted area of the clubhouse, except at authorized functions.
  - o A usage fee of \$500 will be assessed for owners/lessees requesting a function, with a refund of \$200 after inspection for damages. Alcohol is prohibited at any event in which underage (21) persons will be attending. Written requests will be considered in the order in which they are submitted.
  - o The requesting resident will be the sole responsible person for maintaining order and the condition of the premises. Any and all damages to facilities and/or equipment will be assessed for the cost of repair and/or replacement.
  - o User must provide their own utensils.
- Clothing is not to be stored or left in the restroom areas for any extended time.
- PLEASE remember that you are paying for the electricity you use. Its' cost is included in your maintenance fees. Turn off the lights when you leave a room.
- Solicitation of funds for any cause is prohibited.

- The parking lot is for your convenience when using the recreation area only. Extended day or night parking is prohibited, subject to towing at unit owners' expense.
- Pool hours are from dawn to 11:00pm. There is NO LIFEGUARD ON DUTY. Pool regulations are posted at the pool area and must be observed.
  - o Chairs and lounges are on a "first come, first served" basis. They are not to be reserved.
  - o Umbrellas should be closed when you leave.
  - o Use a towel on the chair/lounge when using suntan lotion
  - o SHOWER BEFORE entering the pool. NO SOAP or SHAMPOO may be used in the outdoor shower.
  - o A plastic wading pool for children is available on request.
- A child NOT TOILET TRAINED or wearing any type of diapers is PROHIBITED use of the pool.
- Children under the age of thirteen (13) must have responsible adult supervision at the pool. Children under six (6) years of age must have an adult in the pool with them. Children under age three (3) are not permitted in the pool.
- The clubhouse patio is the designated area for food and beverages (in plastic containers).
- No private parties are permitted in the pool area.
- Use of battery-operated equipment is at your own risk. Music must not be played as to disturb other people in the area.
- The bulletin board is designated for Board notices and social events. Nothing is to be posted without prior Office approval.
- Children under sixteen (16) are not permitted to use the pool table.
  - o After completion of play, balls are to be stored, cues returned to the rack and table is to be covered.
  - o No additional furniture may be placed in pool table area.
- Please do not walk on the playing surface of the shuffleboard and bocce courts. Return the equipment to the locker after completion of play.
- Bingo games must comply with the pertinent provisions of Sec.849.0931 of the Florida Statutes.
  - o Records must be kept and semi-annual accounting made by the Association.

### **Complaints**

- If a unit owner wishes to submit a non-emergency complaint or suggestion, it must be made in writing, signed, and delivered to the office. It will be channeled to the proper person or forwarded to the Board of Directors for appropriate action as necessary.

### **Domestic Employees**

- Domestic help and/or service providers engaged by unit owners may not gather or lounge on the common elements except when accompanied by a unit owner or resident.

### **Emergency Access to Units**

- In case of emergency originating in or threatening a unit, regardless of whether the owner is in residence at that time, the Board of Directors or Management, or any other authorized person, have the right to enter such unit for the purpose of remedying or abating the cause of such emergency.
- Unit owners shall notify the Office when leaving for an extended period (e.g., summer months) and when you return (e.g., winter months)
- The Association has a right of access to all units. The Office must retain a key to all units. Written consent from the Office shall be obtained prior to installing a new lock.
  - o Keys to all units are only available during normal office hours, Monday through Friday. There is no charge to obtain your key; it is advisable to leave a key with a trusted neighbor. Use of a locksmith shall be at unit owner's expense.
  - o The key is available to someone other than the unit owner/lessee. A Board member must be present at all times and is responsible for use and return of the key.

### **External Appearance**

- The parking areas are a significant part of the common elements. As such they are not to be used as open storage areas that detract from the appearance of the property. Violators will be given notice.
- The entrance and walkways of all the common elements must be kept clear and cannot be used for any purpose other than entering and leaving the buildings.
  - o Nothing is to be placed in the entrance way of any unit, nor should any articles of clothing, linens, curtains, rugs or laundry of any kind be hung on the patio or common elements.
- Chattahoochee walks are prohibited. Current walks that have been grandfathered in must be maintained by the unit owner.

### **Garbage & Recycling**

- Garbage must be in the appropriate covered bin or can. Plastic garbage bags are prohibited, subject to a violation report and subsequent fine.
  - o Garbage bins or cans and recyclable containers shall be kept out of sight behind the front hedges or on each unit's patio.
  - o All bins/cans are to be placed on the grass or parking area of each unit.
  - o Bulk items may be put out for Thursday pickup. The County Solid Waste Authority requests that carpet be in a roll and that the roll be six (6) feet or less in length.
  - o Recyclables are collected each Thursday; garbage is collected Monday and Thursday. Containers shall not be put out earlier than 5:00pm the night before and collected as soon as possible after collection.

### **Grounds**

- The common elements are maintained by the Association and as such all landscaping, trees, shrubs and flowers are to be planted and/or maintained by the Association.
- Homeowners may plant authorized plants and/or flowers of their choosing, pending written approval of the Board, within a 3-foot limit from the building foundation. No tree or tall-growing shrub is permitted. Any such unauthorized plantings will be removed without notice.
- This 3ft area shall be kept clear of debris. It is not a storage area.
- No planting is permitted within 12 inches of the building line. Any excavation must be proceeded by authorized inspection and Board approval.
- Residents are prohibited from planting or removing anything outside the three (3) foot area of their unit. The Association will remove any planting done without authorization at the owner's expense without notice.
- All authorized plantings become the property of the Association and as such the unit owner shall cease to have any control over the maintenance of such planting.
- Any plantings around the unit, including but not limited to the 3 ft area referred to above, and/or the patio area, becomes the responsibility of the current or future unit owners' for any damage caused by these plantings, and as such will be billed for any expense incurred by the Association. The Association will not be responsible for replacement should plantings need to be removed.
- The removal and/or planting of any trees must be reported to Palm Beach County, including detailed reports of their location. Should Palm Beach County impose a fine due to non-reporting or negligence prohibited to the resident, the Association will invoice the homeowner for the amount of the fine plus a \$25 administration fee, payable to the Association within 10 days of receipt of the certified letter of notice.
- No statuary, urns, logs, stepping-stones, rock gardens, coral or any similar items prohibited by law may be placed within the 3-ft allowance or anywhere on the common elements. No fences of any material may be placed anywhere around the unit.
- Unit owners are prohibited from issuing instructions to, or interfere in any way, with our Landscaping contractors, his employees, Association or Management employees, either verbally or placing ribbons or signs on any plantings. All suggestions or requests must be submitted in writing to the Office.
- Unit owners must issue a written request to have a tree removed from common elements, citing the reason why they are requesting the removal. Residents are prohibited from removing any tree on their own. Upon approval by the Board, arrangements will be made by the Association for the removal. Should the request

be deemed to have no reason other than the unit owner's personal preference, the cost of such removal will be invoiced to the unit owner.

- Any and all landscaping, tree and/or shrub maintenance is to be done by the landscaping company contracted by the Association and/or employees of the Association and/or Management.

#### **Hurricane Preparations**

- Unit owners and/or lessees planning to be absent from Boca Lakes during hurricane season (June 1 – November 30), must prepare their unit prior to departure as described in Schedule 1.

#### **Inspection/Copying Association Records**

- (a) Records is defined as the official records available for inspection and copying are those designated by the Florida Condominium Act, as amended from time to time.
- (b) Every unit owner (or authorized representative) shall have the right to inspect or copy the official records pursuant to the following rules:
- (c) Inspection & Copying
  - o A unit owner (or designated representative) shall submit a written request to the Manager. The request must specify the particular record including pertinent dates or time periods.
  - o Inspection or copying of records shall be limited to those records specifically requested.
  - o No unit owner (or designated representative) shall submit more than one written request for inspection of the same record in a thirty-day period.
  - o All inspection of records shall be conducted at the association's office or at such other location designated by the association. No unit owner (or designated representative) shall remove original records from the location of inspection. No alteration of the original records shall be allowed.
  - o Records shall be made available for inspection by the association on or before ten (10) days subsequent to actual receipt of the written request for inspection. This time frame may be extended by mutual agreement of either party.
  - o Inspection shall be made only during normal business hours.
  - o A unit owner (or designated representative) shall pay the reasonable expense of copying.
- (d) Manner of Inspection
  - o No written request for inspection or copying shall be made in order to harass any unit owner, resident or association agent, officer, director or employee.
  - o The association shall maintain a log with dates and signatures of the person inspecting.
- (e) Enforcement of Inspection & Copying Rules
  - o Any violation of these rules shall cause the immediate suspension of the inspection until such time as the violator agrees in writing to comply herewith.
  - o Any requests for inspection not complying with these rules shall not be honored.
  - o The Board of Directors may take any available legal action to enforce these rules, including the levy of fines.

#### **Lakes**

- Boats, boards or any other floating devices are prohibited on any of the lakes.
- Swimming is prohibited.
- No unit owner or resident shall direct, supervise or attempt to assert control over the employees of the Association and/or the Management Company except for the Board Director whose responsibility requires it.

#### **Nuisances**

- No unit owner shall make or permit any disturbing noises in his/her unit by him/herself, family, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or conveniences of the other unit owners. This includes musical instruments and/or any electronic media in such manner to disturb or annoy neighbors or occupants of other units
- No unit owner shall conduct or permit to be conducted any vocal or instrumental instruction at any time



## **Patios**

- Patios are LIMITED COMMON AREA, for the exclusive use of the unit owner. Upkeep and maintenance, including cleaning, is the responsibility of the unit owner.
  - o The patio is NOT to be used as an extension of the unit. Only furniture and/or other items normally used on an outdoor patio are permitted.
  - o As a LIMITED COMMON AREA, no smoking, vaping or use of a controlled substance is permitted.

## **Posting of Notices**

- Notices for Board of Directors meetings, unit owners' meetings, information for unit owners and/or relevant information for unit owners will be posted on bulletin boards at all mailboxes and in the clubhouse.

## **Radio/TV installation**

- No radio or television installation may be permitted in a unit that interferes with the television or radio reception of another unit.
- No antenna or aerial may be erected or installed on the roof or exterior walls of the condominium building.

## **Roof**

- Unit owners, lessees, families and/or guests are not permitted on the roof for any purpose whatsoever.

## **Sales & Rentals**

- The Board must approve all prospective buyers/renters prior to the execution of a contract or lease. It is the responsibility of the owner/lessor to make the Rules and Regulations and Condominium documents available to the prospective buyer/renter.
  - o A personal interview is required for all prospective buyers. All prospective lessees must also be interviewed unless said lessee has previously leased in Boca Lakes. All buyers/lessees occupying the premises are subject to a background check, with a fee of \$25 payable to the Association.
  - o Board approval of a sale and/or lease is subject to prior payment of all charges and assessments.
  - o A sale will not be approved until the purchaser acknowledges that they have received the Condominium Documents from the seller. Upon failure to do so, a \$50 fee shall be paid to the Association.
  - o Board approval or refusal of application for sale/lease will be given within 10 days of receipt of the application and will not be unreasonably delayed
  - o Subleasing is strictly prohibited; as is AirBnB or similar short- term rentals.
- An owner may purchase a maximum of two (2) units. A unit cannot be leased out until owned for at least two (2) years. Any previous multi-owned units are grandfathered in. Additional purchases are prohibited.
  - o An owner MUST notify the Office by filling out the appropriate forms located in the office to sell or rent his/her unit.
  - o No unit may be sold or leased to more than one (1) family (defined as those actual occupants stated in the deed/lease)
  - o Only one (1) lease per calendar year is permitted. The term of the lease may range from a minimum of three (3) months to a maximum of twelve (12) months.
  - o A unit owner who violates the terms of a lease agreement and/or the Condominium rules shall forfeit the right to lease his/her unit for the ensuing twelve (12) months.
  - o The Board may approve the extension of a lease for no more than thirty (30) days upon written request of the unit owner, to a maximum of no more than one extension in the lease period.
  - o As a precondition to Board approval of a lease, the Lessee agrees (by signing here.....), to observe all of the obligations set forth in the Articles of Condominium, Bylaws, and Rules and Regulations of the Association; under no condition, including breach of the lease by the Lessee, or authorization by the Lessee, will the unit owner, family or designees, occupy the leased premises during the stated term of the lease.
  - o The lessee is entitled to a gate pass for \$25 each. Maximum two (2).

- A unit owner under the age of 55, but over 18, may occupy a unit that they have inherited.
- All sales, leases and/or transfers are subject to a \$100 processing fee payable to the Association; a lease renewal between the same parties, running consecutively, is subject to a \$50 fee; a lease term which is interrupted and which is of the same unit between the same parties is also subject to a \$50 fee. A lessee who leased another unit the previous year or season is subject to a \$50 fee.
- Any purchase or lease by a former or current unit owner, or the spouse thereof, within a 2-year period, is subject to a \$50 fee.
- Any transfer of ownership in full to one other than a spouse, parent or child, which is not a sale for consideration shall carry the same fee as a regular sale, \$100.
- A transfer to a spouse or into a spouse jointly or with children or parents of the unit owner or spouse, or into a Trust, shall be exempt from fees.
- An owner/lessor who is delinquent in the payment of assessments for three (3) consecutive months shall be denied the privilege of leasing that unit for one (1) year after the present lease in expired. A violation in the unit occupancy or leasing will not be permitted to lease the unit for one (1) year from the date the violation is resolved.
- A unit owner/lessor whose monthly maintenance fees are consistently late will not be permitted to lease that unit unless he/she agrees that the lessee pays the monthly fee directly to the Association. Alternatively, the Board has the right to ask for an advance payment of the maintenance fee equal to the term of the lease.
- No request for approval of sale or lease of any unit will be approved if the unit owner is delinquent in payments to the association for maintenance or special assessments.
- Notwithstanding the Regulation prohibiting more than one lease per calendar year, a leased unit in which the lessee passes away before the expiration of the lease may be released in the same calendar year.
- A unit owner must submit a letter of authorization to the Office to allow a sales agent or representative to show the unit.
- QUIT CLAIM DEEDS: Upon death of unit owner, survivor or designated person becomes sole owner: new owner must notify Office and submit to background check and orientation.
- Each unit is assigned one (1) reserved parking space. Guests and others may park in any other unused space.
- For Sale or Lease signs are prohibited.
- Maintenance assessments are due the first day of each month. A \$20 late fee will be assessed if the payment is late more than 10 days.
- The Association insures all condominium property for (NOTE: insert here what our insurance covers). The premiums are included in the monthly maintenance fee. At the time of policy renewal any increase in premium will be prorated among all unit owners. It is incumbent upon each unit owner to provide their own contents and liability insurance.
- The Association shall have the right to authorize a UNIT OWNER to install upon the UNIT's assigned parking space, at his or her sole expense, a charging station for electric vehicles. The installation and use of charging station is prohibited unless the prior written approval of the Board has been obtained in the manner specified from time to time by Board rule. As a condition of approval, an OWNER must agree to pay costs and charges, including but **NOT** limited to, an estimated annual electricity usage fee (as established by the Board from time to time) associated with use of the charging station, and must further agree to pay any costs required to upgrade the electrical facilities and lines, if necessary for installation or continued use, as well as any future maintenance, repair or replacement of the charging station.
  - o The installation of a charging station for electric vehicles pursuant to this section shall not be deemed a material alteration.

## Sauna

- SAUNA HAZARD PREVENTION POLICY:
  - o Residents and their guests over the age of 16 are allowed to use the facility(s) for free at everyone's own risk. While the Board/Management cannot supervise every instance of usage, at the very least they must know who uses it and pinpoint the culprit(s) in case of accident/damage.

- Therefore: the saunas will be locked, the keys held at the Gate House. Appropriate notices will be posted on sauna doors.
- The keys will be released by the Gate House, to legal residents and/or lessees, upon presentation of appropriate form of identification with a Boca Lakes address, signing of waiver of liability – see below, and payment of \$50 cash deposit.
- The guard on duty will log the name and address of the resident/lessee requesting the key, with date and time out/in.
- After return of the key the guard will inspect the sauna at the time of shift change (3pm and 11pm). The \$50 deposit will be returned in full after inspection if the facility has been left in clean, working, sanitary condition.
- The guard will withhold the collateral, and log in any conditions noted exceeding regular wear and tear.
- Any sauna incidents/damages will be reported to the Office, who will investigate the problem, and deduct the cost of damage/clean up from the collateral deposit. Any overage cost will be charged to the resident/lessee.
- In the case of lost key, the guard will retain the collateral, to be used for purchase of a new lock and key.
- Waiver of Liability: Date.....Time.....
  - I, (name) \_\_\_\_\_, resident of Boca Lakes Condominium Association at (address) \_\_\_\_\_ read the sauna usage rules showed to me by the guard, understand that usage of the sauna can present a serious health/fire hazard, and I and my guests agree to use it at our own risk. I/we accept responsibility for usage of sauna in accordance with the rules. I/we absolve Boca Lakes Condominium Association collectively, its Board members individually, its management company collectively, and its' employees/agents individually from any liability for any possible health/fire accidents.
  - Signature \_\_\_\_\_

## Security

- **Commercial vehicles** are prohibited after 8:00PM and before 8:00AM, Monday through Saturday, unless for emergency, excluding the vehicles listed below:
  - Sherriff's vehicles      Trash & Recycling vehicles      Newspapers      Fire, paramedic
  - UPS/Fedex/other couriers      Ambulance      Postal vehicles
  - AT&T/Comcast/Xfinity      Appliance service companies      County trucks
  - Association approved contractors
 All other vehicles will require a pre-call to security to gain entrance.
- Car-carrier trucks are not permitted onto Association property. Unit owners need to arrange pick up and delivery of your vehicle outside Boca Lakes.
- A valid driver's license must be provided when driving into Boca Lakes.
- Resident gate entry is by Radio Frequency ID (RFID) tags, issued and controlled by the Office to lessees and unit owners. There is no charge for the first two (2) tags for owners.
  - Auto tags are not transferable and will be deactivated if tampered with. A reactivation fee of \$25 will be assessed if deactivation was due to owner's/resident's fault.
  - The Board reserves the right to deactivate the auto tag due to non- or continual late-payment of assessments.
  - The Board reserves the right to deactivate the auto tags for non-compliance with these rules and regulations.
  - A copy of auto registration, a valid driver's license and proof of insurance will be kept in the unit owner's file when an auto tag is issued.
- No motor bikes, mopeds or motorcycles shall be operated on Condominium property except to enter or leave on the roadway intended for that purpose. It is strictly forbidden to ride in/on common ground.

- All bikes will be parked at owners' risk.

### **Signs**

- No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the unit or Condominium property by any unit owner, occupant or third party on behalf of the unit owner or occupant

### **Smoking**

- Smoking and/or vaping of a lawful tobacco product or other substance including, but not limited to, any smoking tobacco types or other smoking products or substances which may become lawful or use of a controlled substance is not permitted within fifty (50) feet of any buildings' perimeter.
  - o For purposes of this subsection, the term "smoking" includes the act of inhaling, exhaling, burning, carrying or possessing any lighted tobacco product including, but not limited to, cigars, cigarettes, pipe tobacco, or any other similar product, and the term "person" means any "domestic partner", "guest", "visitor", "invitee", "member", "occupant", "unit owner", "unit owner's immediate family", "primary occupant", "tenant", "lessee".
  - o Notwithstanding the foregoing, the Board may, in its' sole discretion, establish outdoor areas where smoking may be permitted.

### **Solicitation**

- There shall be no solicitation by any person or organization anywhere on the property or in the buildings for any cause, charity or any purpose whatsoever, unless specifically authorized by the Board

### **Unit Use**

- Unit owners shall not permit guests to occupy their units or any portion thereof during their absence from said unit. This provision shall not apply to parents, children, sisters and brothers, except that a written notice of such relationship and the period to be occupied – not to exceed 30 days – must be presented to the Office and approved by Management and/or the appropriate Board director
- The Declaration of Condominium, article X111 allows visitors for "reasonable periods" which are defined as follows:
  - o The length of visit of children under age 18 is limited to no more than 30 days in each calendar year, and then only when the principal occupant is in residence.
  - o The length of visit of social guests is limited to no more than 30 days in each calendar year, and then only when the principal occupant is in residence.
- Where a unit owner permits a person or persons to occupy the unit in violation of the Rules and Regulations of the Association, the Board may treat such occupants as trespassers and refuse them admittance to the Condominium and/or its' facilities.
- Unit owners are responsible for compliance by their guests or lessees with these Rules and Regulations.
- No unit may be occupied or used for any commercial or business purpose

### **Unit Owner Participation at Meetings**

- (a) "Meeting of the Board of Directors" is hereby defined as a quorum of directors gathered to discuss official association business. The term "meeting" does not include gatherings of less than a quorum of directors engaged in fact finding investigations or legal inquiries to be used as a basis to inform the Board of Directors for action to be taken at a "meeting".
- (b) Every unit owner or authorized representative shall have the right to attend Board of Directors and committee meeting except as may be provided by law.
- (c) Every unit owner or authorized representative shall have the right to participate in meetings of the Board of Directors and Committees subject to the following rules:
  - o Statements by unit owners at meetings shall be restricted solely to items designated on the agenda of that meeting. No other statements shall be permitted except as may be authorized by the Board or Committee.

- A unit owner will be permitted to speak only in reference to the agenda item specified except as authorized by the Board or Committee Chairman. The unit owner's statement shall not exceed three (3) minutes. The Chairman of the meeting shall give the floor to any unit owner permitted to speak subsequent to the calling of the agenda item and prior to the discussion and vote of the Board.
- (d) Any unit owner may tape record or videotape a Board of Committee meeting subject to the following rules:
  - No tape recording or videotaping shall interfere with or obstruct the meeting and no equipment shall obstruct any unit owner's view, hearing or access to the meeting. No extra lighting shall be permitted and no accessory equipment shall be utilized.
- (e) A unit owner will only be permitted to speak once for a period not to exceed three (3) minutes on each agenda item unless otherwise authorized by the Chairman of the meeting.
- (f) Ejection
  - Any person not authorized by law to attend a meeting shall be prohibited from attending the meeting or ejected there from.
  - Any unit owner or representative who fails to comply with these rules shall be subject to ejection at the sole discretion of the Chairman, who shall give one warning regarding ejection and thereafter may call for immediate ejection.
  - The Chairman of the Meeting may appoint a Sergeant of Arms who at the discretion of the Chairman shall either remove the unauthorized person or contact a law enforcement representative to remove such person.
- (g) Fines: the Board of Directors may levy a fine against any person who fails to comply with these rules.
- (h) Legal Action: the Board of Directors may take whatever action that is appropriate by law or in equity against any person who fails to comply with these rules.

## **Vehicles**

- The keys to any automobile parked in the driveway for an extended period of time must be accessible at all times to the Office. Automobile covers may be used on unit owner's vehicle only. Covers must be presentable and secure. The Association reserves the right to remove covers that are torn, loose and shabby in appearance, upon 24-hour notice.
- Only licensed and insured passenger cars, station wagons, mini-vans and SUV's are permitted to be parked in each unit's assigned parking spot. Non-operating vehicles must be removed within twenty-four (24) hours. It is prohibited to repair vehicles on Condominium property.
- Motorcycles, trucks, trailers, commercial vehicles and/or recreation vehicles are not permitted to park overnight on Association property, except for travel trailers and recreation vehicles owned by unit owners/their guests entering the property for no more than 48 hours for the purpose of packing and/or unpacking. Overnight parking of any of these vehicles must obtain approval from the Office. Anyone parked in violation will be towed at unit owner's expense.
- Family members and/or guests with prohibited vehicles visiting unit owners shall be permitted to keep said vehicles on Association property, with prior approval, for a maximum of twenty-four (24) hours
- Any vehicle with a roll bar, over-sized tires or modified in any way for off-road use will not be permitted.
- Unsightly vehicles (such as cars with flat tires, broken windows, in need of paint, rusty exterior or dented fenders or panels) will not be permitted to remain on condominium property.
- Unit owners have one (1) reserved parking spot; a second vehicle is permitted and can be parked in any available space. A unit owner is not permitted to have more than two (2) vehicles.
- Illegally parked vehicle will be towed at owner's expense.

## **Violations**

- Unit owner shall be given written notice of violations and will be given a maximum of thirty (30) days to correct or remove a violation unless otherwise notified in a violation letter. If the cause of the violation is not corrected, the Association may take appropriate steps to remove the violation, the cost thereof to be charged to the unit owner, payable on the first day of the month after notification of the amount.

- Violations not corrected within the noticed period will be referred to the fining committee for appropriate action, as stated in the Declaration of Condominium.

#### Rules and Regulations    Addendums

- Schedule: Hurricane rules
- Schedule: Emotional support animals
- Schedule: Non-discrimination policy/ Reasonable Accommodation Policy
- Schedule: Application forms
- Schedule: Patio screen enclosure size/color/etc.
- Schedule: Hurricane shutters description/size/material
- Schedule: Awning description/installation
- Schedule: rain gutter specs
- To be discussed: solar panels