

AMENDED AND RESTATED

RULES AND REGULATIONS 2022

Updated 3/2026 XVI. LEASE/PURCHASE OF UNITS

FOR

**BOCA BAYOU CONDOMINIUM
ASSOCIATION, INC.**

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AMENDED AND RESTATED RULES AND REGULATIONS FOR BOCA BAYOU CONDOMINIUM ASSOCIATION, INC.

The Rules and Regulations hereinafter set forth shall apply to and be binding upon all Owners. The Owners shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, tenants, invitees, household workers, employees, and persons over whom they exercise control and supervision.

The Board of Directors of the Condominium reserves the right to modify these rules or make additional Rules and Regulations, as may be required from time to time. These amended or additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted. These Rules and Regulations are in addition to any other policies adopted by the Board of Directors, including, but not limited to, the Boca Bayou Hurricane Policy.

All titles and headers are stated for convenience only and shall not limit the application of any rule or regulation.

I. ENFORCEMENT OF RULES & REGULATIONS

Observance of these rules by Owners, lessees, their families, guests, and employees of Owners is the responsibility of each Owner. Violations will be called to the attention of the violating Owner or other responsible person by written notice from the Site Manager.

If the conduct is deemed to be in violation of the condominium documents or these rules and regulations, then the board of directors shall have the right to enforce the provisions of the condominium documents and/or the rules, by pursuing any action authorized by law and the condominium documents. This includes the obtaining of an injunction from a court of competent jurisdiction, all attorney fees, filing fees, and other expenses for the enforcement of these rules by the institution of legal proceedings, shall be paid by the non-prevailing party. The acceptance by a purchaser from the individual condominium unit seller of the warranty deed conveying the title shall be considered notice of the enforcement provisions of the summary of rules.

The Board of Directors has the right to impose fines for any violations of the rules and regulations in accordance with Florida Statute 718.

II. USE AND OCCUPANCY OF APARTMENTS

A. Each Apartment Residence in the Condominium Property shall be used only for residential purposes, and as a single-family private dwelling for the Owner or authorized tenants, and their family members and social guests, and for no other purposes.

B. No Business Activity. No business or commercial activity or enterprise of any kind whatsoever shall be erected, maintained, operated, carried on, permitted, or conducted on the Properties, including the Apartment Residence, provided, however, that the following shall not violate this Section:

- i. Any business which qualifies as a home office or occupation under the applicable zoning code shall be permitted. Therefore, any home office shall be operated in accordance with, and only to the extent permitted by applicable city, county, state and federal codes, ordinances, and regulations. Home office use of an Apartment Residence shall only be permitted to the extent permitted by law and to the extent that the office is not staffed by employees, is not used to receive clients and/or customers and generate additional visitors or traffic into the Apartment Residence or on any part of Association property. Apartment Residences may not be used as

a place to manufacture goods or store toxic chemicals in significant quantities. However, Owners and occupants are permitted to telecommute from their Apartment Residence and/or pursue their occupations from their Apartment Residences. A day care or childcare facility or operation (regardless of age) shall not be permitted, irrespective of whether same is a home occupation or permitted by the applicable zoning code.

C. Each Owner of a Condominium Parcel (same being hereinafter referred to as "Owner") shall regulate and be responsible for the occupancy and use of his Apartment Residence so as not to unreasonably disturb other residents and the general operation of the Condominium Property.

D. No Owner shall cause or allow any disturbing noises in the building or their Apartment Residence, nor interfere with the rights, comforts, or conveniences of other residents.

E. No Owner shall permit excessive noise in their Apartment Residence, including but not limited to, permitting music to be played on any musical instrument, or operate, or suffer to be operated, a phonograph, television, radio or hi-fi stereo equipment in the Owner's Apartment Residence, or any related appurtenance, between the hours of 10:00 PM and 9:00 AM of the following day, if same shall disturb and annoy other residents of the building. Owner will use all reasonable effort to minimize noise or noises emanating from his Apartment Residence.

III. GENERAL BUILDING RULES

A. No structural changes or alterations shall be made inside or outside any Apartment Residence. This shall include alterations to the corridor side of hallway Apartment Residence doors.

B. No Owner or occupant of an Apartment Residence shall install wiring for electrical, internet, or telephone installations, plumbing or install any type of television antennae machines or air-conditioning equipment, etc., without the prior written approval of the Association.

C. Apartment Resident Owners shall not permit or suffer anything to be done or kept in their Apartment Residences, hallways, storage, etc., which will increase the rate of insurance or the insurance premiums on the Condominium Property or presents a threat of fire or explosion.

D. No clothes lines or similar devices shall be allowed on any portion of the Condominium Property by any person, firm or corporation, and no rugs, tablecloths or other fabrics may be dusted from the windows or terraces of the Apartment Residences, or in the hallways, vestibules, stairwells, or service areas. Rugs and similar items may only be cleaned within the Apartment Residence and not in any other portion of the Condominium Property.

E. No flooring material may be installed on any balcony or terrace in Buildings 1-22 and the cost to repair any damage caused by the installation of any flooring material shall be billed to the Owner.

F. Only garbage and trash shall be deposited in the chute installations provided in each Apartment Residence for such purpose. All refuse shall be properly wrapped in plastic bags and tied securely before depositing in the chute. All items that can be recycled should be put in the appropriate bins. All boxes shall be broken down and flattened before placement in the recycling bins. **Garbage and trash may only be deposited in the chute between the hours of 8:00 AM and 10:00 PM.** No loose bottles or cans shall be deposited into the chute at any time.

G. Outdoor cooking shall be **in accordance with the current Florida Fire Prevention Code. As per the current code, the Sixth Edition, Section 1:10.10.6.1**, no hibachi, grill, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhanging portion, or within 10 ft (3 meters) of any structure and no such devices shall be stored on a balcony. Only electrical portable grills and tabletop grills, not to exceed 200 square inches of cooking space, shall be permitted. Outdoor cooking in limited common areas is permitted if it is in accordance with code. Otherwise, cooking or grilling on balconies or common areas are strictly prohibited other than the designated areas.

H. No Owner shall permit any planting, plants, shrubbery, or other objects to extend above the level of the railing on said balcony or terrace without the written consent of the Board of Directors. Owners are responsible to clean the interior portion of their balcony railings and frames, and the exterior portions of their balcony doors and frames. Owners shall **not** leave lightweight furniture or decorative items on balconies and terraces that are capable of blowing off in above average wind conditions. Owners shall be responsible for all costs to repair, replace or restore damage to the Common Elements, Limited Common Elements or other Units incurred as a result of the use of such prohibited items by an Owner. No Owner shall permit their balconies to be utilized as a storage Unit.

I. No Owner, occupant or renter of an Apartment Residence shall use the balcony or terrace of an Apartment Residence for the drying of laundry or the airing of bedding.

J. No Owner, occupant or renter of an Apartment Residence shall throw or dispose of any kind of object, cigars, cigarettes, etc., or sweeping dirt or water from balconies.

K. Each Owner, occupant or renter of an Apartment Residence shall maintain, or cause to be maintained, in good condition and repair, his, her or their Apartment Residence and all interior surfaces within said Apartment Residence, including, but not limited to, the surfaces of the walls, ceilings, floors (including both interior and exterior flooring and grout), whether a part of the Apartment Residence, and shall maintain and repair or cause to be maintained and repaired the fixtures therein and pay for such utilities as are separately metered to his, her or their Apartment Residence.

L. COMMON ELEMENTS

M. Common elements shall not be obstructed, littered, altered, damaged, defaced or misused in any manner. Owners shall be responsible for any damages caused by themselves or their guests, employees, or invitees.

N. No signs, advertisements, lights, or lamps shall be inscribed, painted, or affixed on any part of the outside or inside of the premises of the building including, but not limited to, catwalks, railings, or landscaping areas by any Owner, nor shall any materials be left by the mailboxes, or other public areas. No solicitation of any kind shall be allowed, including, but not limited to, the delivery of letters or materials of any kind by placing such materials underneath an Apartment Residence door. This rule is not intended to interfere or prevent deliveries of items by UPS, USPS, Amazon, or other sources.

O. No awnings, enclosures, shielding, other projections, or other items of decor shall be attached to the outside walls of the building, balconies, or terraces. Shutters must be approved by the Association in accordance with the Shutter rules. Awnings for Harbor Homes must be approved by the Association.

P. No person is permitted to play, throw objects, run, jump on furniture, or ride a wheeled vehicle of any kind (other than a wheelchair or other disability-related transport) in lobbies, stairwells, vestibules, hallways, elevators, or other public spaces, nor shall any person interfere in any way with the quiet and comfort of residents or guests. No toys, strollers, bicycles, or other items may be stored in the hallways under any circumstances.

Q. No Common Element doors may be propped open for any purposes, including doors to the stairwells.

R. All employees of the Association, and any employees of individual Owners, tenants, or other occupants of any Apartment Residence, are prohibited from using the common facilities and recreational amenities of the Condominium and other services offered by the Association, except, when necessary, to assist a handicapped Owner, child, tenant, or other occupant of an Apartment Residence.

S. Smoking is prohibited in the public Common Elements (both indoor and outdoor).

T. No person shall play music or make noise in the gym that may be heard by others. All equipment must be wiped down after use with disinfectant towels. No person may adjust or tamper with the thermostat in the gym. Monday through Friday from the hours of 9:00 AM to 11:00 PM the community gyms at pools 1 & 4 will be open for use.

U. Lawns, Grounds & Waterways: Use of the landscape areas for sport activities, picnicking and sunbathing are not permitted. No music is allowed to be played at the seawall. No inflatable pools are allowed anywhere on the property.

IV. PETS

No pets of any kind are allowed on Boca Bayou property, except those covered under regulations of the Fair Housing Act and any other relevant Federal or State law related to service and emotional support animals.

A. Service animals and emotional support animals shall be required to be registered with the Association.

B. Service animals and emotional support animals must be licensed and registered with all applicable state, county, and municipal authorities. Proof of such license and registration must be provided to the Association.

C. A resident shall provide all proper immunizations, vaccines, shots and flea and tick treatments as often as is necessary and provide the Association with proof that the animal has received all such treatment upon the Association's request.

D. Service animals and emotional support animals must be controlled by the resident so as not to unreasonably interfere with other residents' equal use and enjoyment of the condominium property.

E. To the extent that a dog owner is able to do so, the owner may be required to pick up and properly dispose any and all dog excrement and other waste such that no dog excrement and waste is permitted to remain on the common elements.

V. SWIMMING POOL

A. The swimming pool shall be open from Dawn to Dusk daily. After dusk, no access is permitted. All persons using the pool do so at their own risk.

B. Children under twelve (12) years of age are not permitted to use the pool unless supervised and accompanied by an adult and unless the child's parent or legal guardian has provided the Management office with a document signed by a coach, trainer or other professional, certifying that the child has attained a sufficient level of training to swim unsupervised, and unless a parent or legal guardian has further provided the Association with an indemnification and release form, which form is available from the Management office.

C. Swimwear shall be worn at all times while in the pool. Swimwear may not have dyes that may bleed into and discolor the pool. A shower is required before entering the pool.

- D. All persons who use a diaper must use an appropriate impermeable swim diaper while using any pool.
- E. The following and related activities are prohibited in and around the pool:
 - i. Loud Music, running, jumping or rough play.
 - ii. Ball kicking of any kind (soccer, football, etc.).
 - iii. Throwing rocks or any foreign objects into the pool or around the pool deck.
 - iv. All chaise lounges must be used with a towel, and chaise lounges shall not be reserved.
 - v. Owners are responsible for cleaning up and disposing of any food and beverage items and related garbage generated by them and/or their guests and invitees on the pool deck or adjacent areas.
 - vi. Glass or ceramic dishware, glassware or glass containers, or other breakable items, are prohibited anywhere on the pool deck (No Exceptions). Smoking is prohibited anywhere on the pool deck.
- F. Under no circumstances are pets permitted in or about the pool or patio areas.
- G. Proper cover-up attire is required when leaving the pool area to enter building elevators and/or hallway spaces.

VI. ELEVATORS, DELIVERIES, MOVE IN & OUTS

- A. Smoking is not permitted in any elevator, elevator landing or waiting area.
- B. Owners shall be liable for all damages occasioned by use of the elevators as set forth above.
- C. Proper footwear & attire must be worn at all times while using the elevators.
- D. Deliveries & move in/out can be scheduled Monday – Friday, from the hours of 8AM – 5PM and a \$500 deposit is required prior to moving in/out.
- E. Residents must coordinate deliveries, move in/out with management no more than 24 hours in advance to ensure the elevator is padded. Saturday move in/out will be available upon request and must be approved by Site Manager 24 hours prior to any Unit Owner's or Resident's move.

VII. ACCESS TO APARTMENTS

- A. Every Owner shall be required to provide key(s) as may be necessary to access their Apartment Residence at all reasonable times as allowed by Florida law and by the Condominium documents, or in connection with services rendered by the Association.
- B. Emergency access must be provided at all times. If no key is on hand, then Management has the right to take whatever steps necessary to gain entry at Owner's expense, in which event the Association shall not be responsible for any damage to the Apartment Residence caused by such entry.
- C. Authorized personnel may enter any Apartment Residence at any reasonable hour of the day, in order to access, inspect or repair, replace, or maintain the Common Elements; or for the purpose of inspecting such Apartment Residence to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects, or other pests, and to take such measures as may be necessary to exterminate them. Management will make reasonable attempts to contact residents prior to entering their unit. Pursuant to Florida Statute 718.111 the association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage to the common elements or to a unit.

D. The Owner agrees to hold Management, the Board of Directors, and the Condominium Association harmless from any and all claims resulting from above.

E. During the Owner's absence, no one will be permitted entry to an Apartment Residence unless the Owner has submitted written permission to the Management Office advising them of the use by a guest.

F. Association Management shall take all reasonable precautions to ensure the security of those keys entrusted to the Association in accordance with this rule.

VIII. USE OF THE PUBLIC ROOMS BY INDIVIDUAL OWNERS

A. Reservations for use of any public room by individual Owners must be made in advance with the Manager on an availability basis.

B. All Owners' parties will be limited to sixty guests. Parties may not be open to the public.

C. All Owners' parties will be for social purposes only. Office or business parties or fundraisers are not permitted.

D. Any Owners whose parties necessitate Management providing extra help for required services shall be charged and billed accordingly, including overtime rates if necessary.

E. A deposit of \$1,000.00 and Usage fee of \$250 will be required to reserve any public rooms.

F. The following fees shall apply for the use of the club house.

G. Public rooms that are reserved will be cleaned and restored to the original state by the user, otherwise an additional cleaning fee of \$250 will be charged against the deposit.

IX. DECORUM

A. No Owner, resident or guest shall engage in any behavior that would be a source of annoyance or a nuisance to any other person while on the Condominium Property, or which would prevent any other Owner, resident, guest, or other person the peaceful and quiet enjoyment of the Condominium Property and its amenities. Owners and residents shall be responsible for the conduct of their guests and service/emotional support animals.

B. No Owner, resident or guest shall engage in any behavior that would interrupt or interfere with an Association employee or which would otherwise impede, deter, or interfere with an Association employee, contractor, or vendor from performing his or her necessary duties in the course of his or her employment or contractual arrangement, or which would interfere with the personal privacy rights of any Association Member, director, officer, employee, vendor, or contractor.

C. Violation of any of these regulations may be met with fines and/or other penalties, including suspension of the right to use the Common Elements for a reasonable period of time in accordance with Florida Statutes.

X. INSPECTIONS AND INQUIRIES OF DOCUMENTS

A. The official records available for inspection and copying are those designated by Sec. 718.111(12), Florida Statutes. The law provides that the Association may adopt reasonable rules regarding the frequency, time, location, notice, records to be inspected and manner of inspections.

B. Every Member or the Member's authorized representative, as designated in a writing signed by the Member, shall have the right to inspect or copy the official records pursuant to these rules. Wherever a Member is referenced in these rules, the Member's representative designated in the writing signed by the Member shall be included by reference.

C. A Member desiring to inspect the Association's official records shall submit a written request to the Secretary of the Association, which request may be delivered to the Manager. The request shall, wherever possible, specify the particular record subject to inspection including pertinent dates or time periods. The inspection or copying of records shall be limited to those records specifically requested. If the requested records are not easily located, at its option the Association may simply make the records available for the Member to search for the specific materials he/she seeks.

D. No member shall submit more than two (2) written requests for inspections in a thirty (30) day period. However, a member may not request to inspect the same official record more than once in a six (6) month period if there has been no change in the official records. The time for any record inspection is subject to availability of staff and shall not be unreasonable. It shall not exceed seven (7) hours in duration during regular business hours between 9AM-4PM. The inspection shall take place at the Manager's office or another location of Management's choosing, and costs for copying are the sole responsibility of the Member requesting same.

E. No records may be removed from the location of inspection. No alteration of the original records may be made.

F. Records will be made available for inspection within the statutory timeframe following actual receipt by the Association of the written request for inspection; and, where a representative will be inspecting, a written designation of the representative must accompany the request. This time frame may be extended by written request of the Member.

G. Inspection times shall be made only by appointment with the Association during customary business hours, exclusive of Federal, State and Local holidays, and pursuant to paragraph D above.

H. If a copy of any record is desired, the Member shall designate in writing which record is desired, or, in the alternative, may designate such record by use of a tab or clip upon the pages desired. Any written request must designate the specific record or portion thereof.

I. Members must pay the expense of copying, including a charge of twenty-five cents (\$.25) per page or such other amount allowed by law. Payment in advance of copying may be required in the sole discretion of the Association. No written request for inspection or copying may be made in order to harass any Owner, resident or Association agent, officer, director, or employee. All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and may not interfere with the operation of the Association office or the office where the records are otherwise inspected or copied.

J. The Association may assign one volunteer or other representative to assist in the gathering of records requested for inspection and to supervise the inspection, at the Association's discretion.

K. The following records are not accessible to Members or their representatives:

- i. Records protected by lawyer-client privilege as described in Section 90.502, Fla. Statutes, and any record protected by the work-product privilege, information obtained by the Association in connection with the approval of the lease, sale, or other transfer of an Apartment Residence.
- ii. Disciplinary, health, insurance, payroll, and personnel records of any Association employees, medical records of Owners or community residents, social security numbers, driver license numbers, credit card numbers, electronic mailing addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses of an Owner, other than as provided for Association notice requirements, and other personal identifying information of any person, excluding the person's name, Apartment Residence designation, mailing address, property address, and any address, electronic mail address or facsimile number provided to the Association to fulfill the Association's notice requirements; any electronic security measure that is used by the Association to safeguard data, including passwords, the software and operating system used by the Association which allows the manipulation of data; and any other record protected from inspection by Florida law.

XI. MOTOR VEHICLES AND PARKING

A. One assigned parking space per Unit will be made available upon application to the Site Manager. Vehicles must be parked with their front facing the parking bumper stops.

B. If a Unit Owner or renter utilizes two or more cars, these vehicles may be parked on an availability basis in the Guest parking area. All vehicles at Boca Bayou must have current and valid auto license tags properly attached to the vehicle.

C. Guard House staff must be able to clearly see license plates.

D. At the time when application for parking is made, residents must supply current vehicle registration (including license number, make, model and color of the vehicle) to the Site Manager. If the vehicle is replaced, the same information, along with the current registration, must be supplied to the Site Manager prior to a replacement sticker being issued. I.D. stickers cannot be transferred to another vehicle. Residents must surrender old stickers prior to receiving replacement I.D. stickers. Replacements will not be issued if vehicles do not conform to all rules applicable. Further, I.D. stickers that are:

- Affixed to a vehicle, other than the original vehicle for which the sticker was issued.
- Not permanently affixed to a vehicle; or
- Defaced or unreadable, will be considered invalid and may be confiscated by Security or the Site Manager.

E. Residents that request more than 2 parking stickers per Unit are required to submit a request to management for additional parking spaces and approval which will not be unreasonably withheld.

F. Unit Owners and tenants must display identification stickers according to current policy. These stickers must be obtained from, and attached to the vehicle, by the Site Manager. Guest vehicle passes must be obtained for guests staying longer than forty-eight (48) hours. Guest passes can be issued for up to seven (7) days not to exceed a total of thirty (30) days per calendar year. Extensions may be approved by the Board of Directors for special situations (i.e., resident requires 24-hour nursing care). In all cases, the Board of Directors' decision is final. Registered guests must display guest passes according to current procedures.

G. Throughout the complex, a number of parking spaces, are designated "Guest". Visitors must park their cars in these spaces. It is the responsibility of Owners and tenants to see that their visitors do so.

H. (I) No pickup trucks, motor scooters, mobile homes, motorcycles, trailer campers, commercial vehicles, boats, trailers, recreational vehicles, trucks for transporting ladders or trailer homes and full sized vans (including minivans which contain any recreational facilities, such as cooking, sleeping, or other similar equipment, pop-tops, ladders, outside air conditioners or other such equipment), or other equipment shall be parked or left standing upon any condominium property except for loading or unloading or in areas so designated by the Association for this type of vehicle. Only passenger and/or family type automobiles or station wagons may be parked on condominium property.

(II) Minivans are considered as passenger and/or family type automobiles for the purpose of the Rule but must contain rear seating and windows all around as do all family type automobiles. Any passenger automobiles cannot contain such items such as high riser or oversize tires. The Board of Directors of the Association is solely responsible to determine whether a minivan complies to the intent of the Rule and whether any modifications to acceptable vehicles are proper.

(III) Commercial, service vehicles or vehicles with any commercial markings, when providing service to the Association, Boca Bayou residents and/or for resident personal use, may park on the Association Common Area's designated guest parking Monday through Friday, 8:00 AM to 5:00 PM. Pickup trucks shall not be permitted to utilize office parking areas and shall not be permitted on the condominium property on Sundays. Vehicles driven by guests which do not conform to this Rule may be allowed to park in the spaces in front of the office, but not to exceed five (5) days consecutively or cumulatively in any twelve (12) month period. However, approval must be obtained from the Management Office, for this parking area. In emergencies, these times may be waived. (In case of an emergency, at all times, the Guard House or the Management Office must be notified of the emergency). Office parking area is to be used for the sole purpose of guest parking. This will take effect in 90 days from June 24, 2021 (September 22, 2021) when resident pick-up trucks will no longer be authorized to utilize the office parking lot for overnight parking.

(IV) Commercial vehicles are defined as being those with commercial signs or lettering on them (including cars) and/or two (2) or more axles, eight (8) feet or more in exterior height, 244 inches or more in exterior length, or 90 inches or more in exterior width. Except for the conditions stated here, commercial or service cannot park on Association property. These vehicles are forbidden to park overnight on Association property.

(V) No vehicle which is not licensed for street use, and which does not contain a Registration Tag from the State of Florida or any State, shall be permitted on the condominium property.

I. Nuisance or Inoperable Vehicles. No vehicle that creates a nuisance, a safety hazard, is inoperable, or does not display a Boca Bayou parking decal shall be parked within Boca Bayou. Vehicles shall be appropriately maintained by the Owner. The cost of correcting damage to condominium property caused by failure to so maintain a vehicle shall be borne by the vehicle Owner.

J. Vehicle Repair Not Allowed. No vehicles shall be serviced or repaired within Boca Bayou. Minor repairs may, in emergencies, be allowed, with the permission of the Site Manager.

K. Parking on landscaped areas is not permitted. Parking is permitted in designated parking spaces only. Parking of a resident's vehicle (resident #1) in the space assigned another resident (resident #2) is not permitted unless resident #1 obtains permission, in writing, from resident #2 and a copy of said permission is on file with the Site Manager.

L. Vehicle Covers. Vehicle covers must be of a fitted type. Homemade covers or "tarp" type covers are not allowed. Covers must be in good condition. Worn and/or torn covers must be repaired or replaced. Vehicles with covers not conforming to this rule will be towed away from the Boca Bayou complex at Owner's expense.

M. Enforcement. In accordance with the signs posted at entrances to Boca Bayou, vehicles in violation of the above rules may be immobilized or towed, without prior warning, from the premises of Boca Bayou at the vehicle Owner's expense.

N. Vehicle I.D. decals are the property of the Boca Bayou Condominium Association and, upon request by the Site Manager or Board of Directors, must be surrendered immediately to the Site Manager.

O. Car radios must be kept at a volume so as to be enjoyed within the vehicle only. Maximum speed limit is 15 MPH. No overtaking another vehicle is allowed.

XII. BOATS AND DOCKS

Rules for the operation of boats and the use of docks within Boca Bayou are necessary to preclude the unnecessary disturbance of residents and to avoid the creation of safety hazards. Accordingly, the following rules are established for the use of boats, privately owned docks, and rental docks.

A. BOATS.

1. The length and width of boats acceptable for docking at Boca Bayou will be dependent upon space at available docks. The Site Manager, with the approval of the Dock Master, will determine the length and width of a boat acceptable at any dock, common or privately owned.
2. For the purpose of clarification.
 - i. The following are not permitted: commercial boats, sailboats, kayaks, paddleboards, steel hulled boats, house boats, floating docks, rafts, jet skis, commercial boats and fishing charters. Other detrimental encumbrances may **not** be moored at or affixed to any Boca Bayou docks.
3. All boats must be tied securely and properly to their assigned docks.
4. Boat engines must be equipped with mufflers or be so constructed that exhaust noises are reduced to a minimum.
5. No major repairs to boats will be made at Boca Bayou facilities.
6. From 10 pm. to 7 am. Boat engines may not be run for more than 5 minutes before getting underway or after docking.
7. All boats regularly docked, which currently rent from Boca Bayou must display a current Boca Bayou sticker and current registration sticker.
8. All boats entering and leaving Boca Bayou lagoons must do so at idle speed.
9. All boats docked which currently rent from Boca Bayou must be registered with the Site Manager and Owners must provide copies of their "Certificate of Insurance" and current "Registration." Boat stickers will be affixed to the boat by the Complex Manager.
10. All boat Owners shall have a policy of "General Public Liability" insurance covering claims for personal injury and property damage caused by their boats with such limits as may be requested by the Association from time to time, but not less than \$100,000.00, with respect to bodily injury and property damage.
11. No trailered boats may be parked at Boca Bayou.
12. **No tankers are allowed for fueling purposes and No Fueling of vessels is allowed dockside.**
13. Vessels anchored at Boca Bayou Association docks may not use shore power to operate any onboard major appliances or air conditioning. Doing so will result in the loss of docking privileges.

B. ALL DOCKS

1. All docks and seawalls must be kept free from litter, such as, gas and oil cans and other boating paraphernalia, and properly maintained at all times. A suitable box may be installed for each boat in which such items may be stored. The Dock Master will provide approved dimensions, color, etc., of dock boxes and their location.
2. Except in emergencies, there shall be no multiple mooring of boats at Boca Bayou docks. During emergencies, i.e., hurricanes, the Site Manager and/or his assignee is given authority to make use of all

docks as may be necessary, to minimize damage to boats and docks.

3. The Site Manager and/or his assignee is also given the authority to board any boat and take whatever measures deemed necessary to secure such boat. Boat Owner shall make available, on board boat, a minimum of 200 feet of marine line which can be used at the Manager's or assignee's discretion. All costs involved will be at the boat Owner's expense.

4. No boats are to be left overnight at the guest docks without approval of the Site Manager. The length of stay at a guest dock is subject to approval by Site Manager & Dock Master.

5. No cleats, nails or other fittings are to be placed on or around the docks or seawall without approval of the Site Manager as to suitability, necessity, and size.

6. The leasing or loaning of docks, both privately owned and Association docks, is permitted only to Boca Bayou residents.

7. The Vessel shall be maintained in a safe and seaworthy condition.

C. RENTAL DOCKS:

1. An applicant for dock rental must be a resident of Boca Bayou.

2. Rental of Boca Bayou Association dock space will be for one year, on a calendar year basis, arranged with the Site Manager & Dock Master. Fractional year leases will be issued after January 1st each year, for the balance of the calendar year.

3. If a leased dock is not occupied for a 60-day period and the lessee cannot produce proof of boat Ownership plus required insurance, said lease will be canceled.

4. Payment of dock rental fees will be made quarterly in advance. Fees are not refundable.

5. Non-payment of dock rental fees for thirty (30) days will result in the loss of dock space. Boats left in excess of thirty (30) days (after loss of dock space) will be removed at cost to the Owner.

6. No exposed electrical extension cords which create a potential hazard shall be run across any Boca Bayou docks, except for temporary emergency use. Use of shore power to operate any on-board equipment will result in immediate loss of dock privileges.

7. The Site Manager should be informed when a leased dock will be left vacant for more than one month. Any leased dock left vacant for 6 months may be reassigned.

D. PRIVATELY OWNED DOCKS

1. Docks that are privately owned cannot be rented to anyone who is not a resident of Boca Bayou.

2. If a Unit with a private dock is leased, the Owner loses usage rights to the dock unless waived in writing by the tenant.

3. Docks must be properly maintained at all times and in accordance with the Association documents. Should an owner fail to comply with this rule, the Association can take the necessary actions to repair the dock at the Owner's expense.

E. DOCK WAITING LIST

If at any time there are no docks available for lease, a Unit Owner or renter may have their name added to the DOCK WAITING LIST. To have a name placed on the list, an application must be submitted to the Management Office. People on the list must be Unit Owners or renters in good standing at Boca Bayou. When a dock becomes available, the person on the list the longest will be asked to accept the available dock space. If declined, the next person on the list will be contacted. If a person declines three times within one year, their name will be removed.

XIII. CONSTRUCTION GUIDELINES

A. All Contractors that will perform work in a Unit, Limited Common Elements, and/or Common Elements, must be licensed by the State of Florida. In addition, all Contractors must submit an Architectural Modification Form (reference Architectural Manual, which can be obtained in the Management Office), a copy of their license(s) and a copy of a current insurance certificate(s), listing Boca Bayou Condominium Association as certificate holder. This information must be provided to the Association before commencing any work on the premises. The Contractors must also be required to maintain Worker's Compensation. Working hours are from 8:00 AM until 5:00 PM, Monday – Friday. Contractor Security Deposit of \$500 may be required for major work.

B. Trash generated by Contractors and/or workers may not be disposed of, stored, or left out in any common or limited common areas and must be removed by Contractor daily. Absolutely no construction material may be deposited through the garbage chutes or disposed of in the Association dumpsters. It is the Resident's responsibility to have trash from Contractors disposed of off-site. If debris is left behind, a cleanup charge will be deducted from Contractor's security deposit to cover costs for disposing of debris left behind. In the event that an Owner is performing a complete tear down or renovation of their Unit, the Owner's Contractor may be permitted to obtain and keep a dumpster on the property for no more than forty-eight (48) hours.

C. No "prep" work, such as (but not limited to), sanding, sawing, drilling, and tile cutting may be conducted in the hallways, parking lot or other Common Elements.

D. Any vendor or worker found to be in violation of the guidelines will not be permitted to return to the Condominium until the Association has determined that the violation has been corrected and/or payment has been made for damages and/or cleaning.

E. The exterior of the Condominium and all areas appurtenant to the property shall not be painted, decorated, or modified by any Unit Owner in any manner without the prior written consent of the Association, which consent may be withheld on purely aesthetic grounds. This includes awnings, exterior paint, exterior lighting, window guards, window tinting, light reflective materials, hurricane or storm shutters, ventilators, fans, and air conditioning.

XIV. HURRICANE PREPARATIONS

A. Hurricane season begins June 1 and ends November 30.

B. Residents absent from the Condominium during any portion of the hurricane season must designate and register with the Association, through the Management Office, the individual or firm to care for the Unit.

C. All Residents, whether present or absent during the period, remain responsible for carrying out the following:

- Balconies and terraces - Must be cleared of all removable furniture, plants and other objects that could reasonably be expected to become a “missile” during a hurricane.
- Shutters - May be closed or attached only during hurricane “watch” and “warning” situations. They must be opened or removed within ten (10) days after warnings are lifted.
- Elevators - May be shut down at the direction of the Association.

D. All Boca Bayou boat owners who dock their vessels in the Boca Bayou community are required to make appropriate preparations in advance of any named storm that could potentially impact Boca Raton or the surrounding areas in order to avoid causing damage to limited common areas, other unit owner's property or other vessels.

E. Costs for any damages to Common Elements or other Units resulting from a Resident's failure to comply with the above will be assessed to the Unit Owner responsible and/or their Visitors/Guests.

XV. RENOVATIONS AND ALTERATIONS

A. Renovations are considered changes that do not affect or disturb the Common Elements of the Condominium and do not require the approval of the Association.

B. Alterations are a category that do not affect or disturb the Common Elements of the Condominium but that do require the approval of the Association.

- No interior of a Unit may be altered in any manner that would affect the structural elements of the building or its electrical, mechanical, plumbing, or air conditioning systems without prior written consent of the Association.
- One copy of the Alteration Package must be submitted to the Association for approval before any work can commence. A detailed explanation of the work to be performed must be provided and may require a drawing by a licensed architect or engineer of the Unit before and after the work is completed. Applications with missing information and/or pages may not be accepted or processed.
- The following documents must be provided to the Management office before work begins: all Contractors' (carpenters, electricians, plumbers, etc.) licenses, workers' compensation insurance, certificate(s) of liability insurance naming Association as an additional insured, and a copy of all permits required by City Code. Once the work is completed, the Unit Owner must provide a copy of the completion permits.
- Floor coverings other than carpeting are not permitted without the prior written consent of the Association. If permission is granted, the Unit Owner shall have the duty of causing there to be placed underneath such floor covering, so as to be between any such floor covering and the concrete slab, generally accepted and approved materials for diminution of noise and sound, to be approved by the Association, so that the flooring shall be adequately sound proof.

C. All work and deliveries of materials must commence after 8:00 AM. No noise (hammering, chipping, or drilling) until after 8:00 AM and cease at 5:00 PM., weekdays only - no exceptions for extended work hours will be made and no work may take place on weekends or holidays. A reservation must be made with the Management Office for delivery of materials in order to reserve and prepare the elevator no more than 24/48 hours in advance.

D. If any noise will be made during the Renovations and/or Alterations, the Unit Owner must notify the Management Office 24 hours prior to commencing the job so that the Association can notify neighbors.

E. Unit Owners agree to hold the Association harmless for any damage and/or personal injury incurred by him/herself and/or his/her Contractor or repair person during the performance of work in their Unit.

XVI. LEASE/PURCHASE OF UNITS - PROCEDURE

A. No Unit Owners may lease a Unit unless the proposed lessee(s) **completes** Association application forms in detail. If the applicants are not legally married or there are multiple applicants for the same Unit, an application for each person must be completed and submitted to the Association. A copy of the lease and a non-refundable processing fee made payable to the Association must be attached to the application form(s). Owner(s) must sign a statement verifying that he/she/they have read and agree to the relinquishment of rights and car stickers as stated in paragraph "H" below. Requirement of a credit score of 700 or higher for residency which includes owners and rental applicants.

B. All applicants for purchase or lease must authorize the Association to obtain a background check and each applicants' credit, report including their FICO scores. A portion of the application fee will be used to obtain the report. The applicant for purchase or lease requires a minimum base FICO credit score of 700 or more, otherwise the applicant will not be approved. In the event of any ambiguity in the definitions provided by any particular credit reporting agency or in the event there is inconsistency among scores from more than one agency for the applicant, the Board of Directors shall be the final arbiter of whether the applicant meets the credit score requirement. *****Please note that the Board of Directors voted to suspend the use of a credit score for approval purposes at the Board of Directors meeting dated 2/23/23. ***UPDATE, on 2/26/26 the Board of Directors voted to reinstate the 700 credit score, effective immediately.**

C. The completed application must be submitted to the Association office at least thirty (30) days prior to the inception date of the lease.

D. All applicants must make themselves available for a personal interview with the Screening Committee prior to final approval. Occupancy for a tenant or applicant registered as a guest prior to final approval is prohibited. Application may be denied if this requirement is violated.

E. The Owners shall provide the proposed lessee with a copy of all Rules and Regulations of the Association. Copies may be obtained at the office.

F. Renewal or extensions of existing leases shall require Board of Directors' approval, but no processing fee will be required. Leases will not be renewed if valid complaints have been received by the Site Manager and/or Board of Directors. The Board of Directors will review complaints and make the final decision on lease renewal.

G. Subsequent to the initial approval by the Board, no Unit, nor any portion of the Unit, may be sub-leased, utilized for time-sharing, or occupied by boarders.

H. During the period that a Unit is leased by the Owner, **SUCH OWNER LOSES THE PRIVILEGE HE/SHE WOULD NORMALLY EXERCISE WITH RESPECT TO ALL**

COMMON/PHASE AREAS IN BOCA BAYOU. However, such Unit Owner retains his or her rights as landlord pursuant to Chapter 83 of Florida Statutes. The Owner must surrender all parking stickers, gate cards and automatic gate openers to the Site Manager. Replacement stickers will be issued to the new tenant.

I. Lessee(s) must conform to and abide by all Boca Bayou Rules and Regulations applicable to residents.

J. Rental restrictions are:

- a. Boca Bayou Buildings #1- #21. Rentals are allowed once in a calendar year, for a minimum of three months to a maximum of one year. No exceptions. Tenants must complete the Boca Bayou Condominium Association Rental Application package.
- b. Caribbean & Harbour Homes at Boca Bayou: Phase 7 #22 Amended 7/2023
 - i. No rentals allowed for one year after closing. After one-year same rental restrictions apply as Boca Bayou. Security deposit equal to 1 (one) month's rent is to be held by the Association.