

Bocar Condominium Association

Rules and Enforcement Policy

Bocar is a residential condominium community. The pleasantness of condominium living is greatly enhanced by a congenial atmosphere in which all residents have proper regard for the comfort of others. For this reason, The Board of Directors of Bocar adopted the Rules and Enforcement Policy. Please keep in mind that our Rules and Enforcement Policy has been adopted in the best interest of the majority of owners.

Taking pride in our community and complying with the rules enhances our property values and greatly improves the quality of life for all our owners/residents.

In this document, the term "resident," unless otherwise specified, is used to include owners, tenants, and others living permanently in the unit. The term "guest," unless otherwise specified, includes visitors, employees, and others invited into the unit and community by the resident.

All residents are required to read and comply with the Rules and Enforcement Policy. A form has been provided that the all residents over the age of eighteen (18) must sign and return, indicating that all residents in the household have read and agree to comply with the Rules and Enforcement Policy.

Failure to comply with the Rules and Enforcement Policy may result in the levying of fines, suspension of the use of Common Areas/Common Elements, or other legal remedies allowable by law, as described later in this document.

RULES:

1. Peaceful Enjoyment

No resident, guest, or licensee shall disturb or annoy other occupants of the Condominium, or cause or permit to be caused any unusual or disturbing noise, foul or noxious odors, or any activity that would be disturbing to other occupants of the Condominium.

- a) Residents are not permitted to be verbally or physically abusive with staff, other residents, or guests.
- b) Alcohol or tobacco consumption and unlawful drugs are strictly prohibited in the common areas.
- c) Moving is permitted Monday through Saturday, 9 a.m. to 9 p.m. No moving is allowed on Sundays; however, deliveries and charitable item donation trucks are permitted on Sunday from 9 a.m. to 9 p.m. Moving trucks over twenty-six (26) feet are not permitted and must be able to enter and exit the complex safely without damaging our entrance gates or other areas. Any damage caused by moving trucks or equipment is the responsibility of the resident.

2. Common Facilities

The common facilities of Bocar Condominium are for the use and enjoyment of the /residents and their guests only. Visitors are permitted to use the facilities only as guests of the -resident. The residents will be responsible for the actions of their guests.

By the same token, owners retain full responsibility for all acts of their tenants or other residents living in the Condominium. The facilities include, but are not restricted to, the swimming pool, hot tub, exercise room, tennis court, clubhouse, tiki hut, racquetball court, playground, and parking areas.

3. Gate Stickers / Bar Codes

Residents shall use only the main gate, and each vehicle is required to have a gate sticker with a bar codes affixed to the **left side of the rear window**. Up to two (2) gate stickers per bedroom shall be provided to each unit. Additional stickers are subject to Board approval. Residents are not allowed to use the visitor gate.

- a) Tenants with leases authorized by the Association may purchase gate stickers. A \$50 fee is required for each gate sticker or replacement sticker provided to each tenant.
- b) Visitors shall use only the visitor gate.

4. Guest Access at the Visitor Gate

All residents must submit an access sheet to the guard gate listing all authorized persons that have access to the community. If anybody not on this list requests access, then the resident can give them access into the gate using the Allied Barton automated system (ABDI) by dialing (561) 209-9011.

Owners must obtain a PIN from the management office to use with the ABDI system. If the unit is rented, the owner can delegate such authority to the tenant residing in the unit. Owners or their authorized representatives are the only ones who can modify this access sheet.

5. Children

Children are welcome as residents or guests. Children under the age of fourteen (14) must be accompanied and supervised by their parent(s) or a resident, and they shall be the responsibility of the parent(s) and resident in accordance with rule #2.

All of the same rules that apply to the adults shall apply to the children. These rules include the proper and intended use of the corridors, walkways, and other common facilities and common elements. Bicycling, roller-skating, rollerblading, and skateboarding are prohibited on common elements. These activities may be enjoyed on the main right of way, according to public law.

Recreational activities may be exercised only in the areas for their intended use, such as the swimming pool, tennis court, tiki hut, exercise room, hot tub, and clubhouse.

6. Safety

The sidewalks, entrances, corridors, and stairways of the Condominium shall not be obstructed for any purpose other than for ingress to and egress from the units. No article shall be placed in any of the corridors or stairways of any building. Glass bottles or glass containers are not permitted in any common areas.

7. Smoking

There shall be a ban on smoking (including, but not limited to, e-cigarettes, vaporizers, cigarettes, cigars, and pipes) in all Common Areas and Common Elements of the Condominium. These areas include, but are not limited to, the pool and pool deck, BBQ-tiki hut, clubhouse and recreational facilities, and tennis courts.

- a) There shall be no smoking in any area that is within twenty-five (25) feet of any and all building entrances and/or building structures.
- b) Smoking in violation of this rule shall constitute a nuisance pursuant to the terms and conditions of Section 17.6 of the Declaration of Condominium.

- c) Smoking shall include the inhaling, exhaling, breathing, carrying, or possessing of any lighted cigarette, cigar, pipe, or other product containing any amount of tobacco, or other similar heated or lit product, and shall further include the use of any electronic cigarette or vaporizer.
- d) There shall be no littering of any cigarette butts or other paraphernalia anywhere on the Condominium property, Common Elements or Common Areas, and any and all such trash or other refuse must be immediately picked up and disposed of properly.

Notwithstanding the forgoing rule, residents or guests may smoke on the Limited Common Element balconies and on the patios attached to their own units.

8. Trash, Garbage, and Storage

Residents and guests (including contractors and employees) shall be responsible for disposing of garbage and recycling items in the dumpsters, and for removing other materials and debris from Bocar.

- a) Dumpsters are located throughout the Community for normal garbage and recycling collection. No furniture or other bulk items shall be left by the dumpsters.
- b) To provide a safe and healthful environment, no garbage or recycling containers, trash, supplies, or other such articles shall be placed on the stairways, landings, or entrances.
- c) To prevent odors and vermin, all garbage must be placed in sealed or tied plastic bags and deposited in the dumpster.
- d) The small receptacles near the mailboxes are meant for discarded mail only.
- e) No waste, including cigars and cigarettes, is to be disposed of from the balconies or windows or onto the common grounds.

Storage of personal property is allowed in common element garages.

- a) Patio areas shall not be used for storage space. Only proper patio furniture and other items appropriate for the patio will be allowed to be stored in the patio area.
- b) Hurricane shutters may be placed only on the ground of the patio. They may not be stored against the exterior walls of the building.
- c) Bicycles, toys, recreational equipment, and furniture shall not be stored or left unattended in any common areas.

9. Vehicle Restrictions

Allowable parking spaces on Bocar property are designated as "RESERVED" for specified units, or "GUEST."

- a) RESERVED spaces are designated for residents of specific units. Residents shall park in the spaces reserved for their own unit, only. They may not park in spaces reserved for other units. Guests are not allowed to park in reserved spaces.
- b) GUEST spaces are available for guests or for residents whose designated spaces are filled. Guests will complete a custom form by the front gate attendant indicating the length of stay, date, and what unit they are visiting. A photo ID, such as a driver's license will be required.
- c) Parking along curbs, unless specifically marked otherwise, is prohibited throughout the community.

- d) The following vehicles are prohibited from being parked overnight or stored in any space or anywhere on Condominium property: Any vehicles, trucks, or carriers that cannot operate under their own power; unlicensed or unregistered vehicles; boats or boat trailers; utility trailers; construction, signed, or commercial vehicles; recreational vehicles; or any vehicle that is in a state of disrepair, including, but not limited to, a vehicle with broken or cracked windows, missing or detached bumpers, missing body panels or any other portion of the vehicle, leaking oil, or flat tires.
- e) No industrial equipment, such as a power saw or other building tool, is allowed in the bed of pick-up trucks.
- f) No repairs of vehicles, including changing of oil, shall be made on Condominium property.
- g) Vehicles shall be washed only at the designated car wash area.
- h) Any and all vehicles that violate this rule or any of the restrictions contained in the Declaration of Condominium, as same may be amended from time to time, shall be subject to being towed at the Owner's expense pursuant to Section 715.07, Fla. Stat., as amended from time to time.

10. Garages

Common element garages are meant for parking of vehicles and storing personal property, only.

- a) Residents and guests are prohibited from using a limited common element garage for the purposes of conducting business, for residential purposes, or for any other purpose other than parking vehicles and storing personal property.
- b) All garages shall be used in accordance with the restrictions contained in the Declaration of Condominium, these Rules and Regulations, and all applicable City Codes and Ordinances.
- c) Garage doors shall not remain open except for such temporary periods of time as are necessary to park or remove vehicles from the garage or to remove or transport personal property to and from the garage.
- d) No exterior change, alteration, addition, or any other structural or physical change in appearance to a limited common element garage may be made by a resident or anyone who has exclusive control over such garage.
- e) No change in color or change in garage doors shall be made by a resident, except when approved in writing by the Board of Directors, subject to any specifications or rules and regulations governing such a change in appearance.
- f) No air conditioning equipment, electric car charging stations, or any other electronic equipment may be installed within a garage without the prior written approval of the Board of Directors of the Association.
- g) To the extent that the Board of Directors approves the installation of an air conditioner or air conditioning equipment, an electric car charging station, or other electronic equipment, any such approval shall be conditioned upon the owner or resident making the request also installing a meter or other mechanism so that any electricity charges resulting from the installation and use of such equipment shall be charged directly to the resident.

11. Use of Units

Decorations

- a) Door wreaths, potted plants, planters, and patio furniture may be placed in or on exterior doors, windows, balconies, and patio porches only. Holiday lights and decorations shall be allowed on the property from Thanksgiving Day until New Year's Day. Residents shall be responsible for any damage or injury that is caused to property or persons by these items
- b) No resident shall paint, decorate, or alter the exterior of a building to change the appearance of the building. This restriction includes drilling into the exterior walls for hanging items. Individualized decorative unit numbers are prohibited. No foil shall be allowed on the windows.
- c) No radio or television antenna or any wiring for any purpose may be installed on the exterior of a building without written consent of the Board of Directors.

Equipment Failure

- a) All Condominium property and equipment shall be used for the purpose intended. These items shall include, but are not limited to, the tennis court, swimming pool, clubhouse, hot tub, tiki hut, racquetball court, playground, exercise room, fire extinguishers, and pool furniture.
- b) Failure of or damage to any of these items should be reported to the Property Manager as soon as possible.

Fire Hazards

- a) No articles shall be stored or used on any part of the Condominium property that shall constitute a fire hazard, including the storage or use of flammable or combustible material. The current Palm Beach County Fire Ordinance states that no fuel may be stored or transported through a condominium unit.
- b) Electric grills may be used on all outdoor balconies, terraces, or patios. Gas grills must be stored in garages and used at least ten (10) feet away from any overhanging portion of the building. The use of gas grills on patios is prohibited.

Hanging Objects

The hanging of rugs, towels, mops, any articles of clothing, or other similar objects on the railings, windows, walls, and patios is prohibited.

Building Maintenance Repair

- a) The maintenance and repair of the exterior of the buildings, common elements, and grounds is the responsibility of the Bocar Condominium Association. Items requiring attention are to be reported in writing to the Property Manager. No resident may do any work of any kind on that portion of the building or property that is the responsibility of the Bocar Condominium Association without approval from the Board of Directors. The Board of Directors will assess damage to these areas, and the person who caused the damage will be responsible for payment of repair after review by the Rules and Regulations, fining, or other related committee.
- b) All unit interior maintenance and repair work is the responsibility of the owner. This includes, but is not limited to, mechanical and electrical devices, plumbing, outlets, switches, appliances, and air conditioners serving the respective unit. All contractors must be licensed and insured.

Noise

- a) In order to ensure the comfort of everyone, voices, pet sounds, and the playing of stereos, radios, television sets, and musical instruments must not exceed a reasonable volume at any time. Between the hours 10:00 p.m. and 9:00 a.m., all sounds shall be kept at a level that does not disturb residents or be heard outside the unit from which it originates.
- b) All residents and guests shall refrain from any activity that would disturb others outside their unit.

12. Pets

Residents shall not have more than two pets per unit.

- a) Dogs must be licensed, restrained, inoculated, quiet, and controlled by a leash at all times when they are outside of a unit on Bocar property. Dogs may not be caged or left unattended on any outside balcony, patio, or porch.
- b) Pet owners are responsible for the immediate removal and proper disposal of animal waste from common areas as well as on all portions of the property, including the premises, for sanitary purposes and in line with the Palm Beach County provisions.
- c) This is a healthful and neighborly practice in accordance with the Palm Beach County ordinance. Failure to do so will result in fines from the Bocar Condominium Association and the possible removal of the pet.
- d) No pet shall be kept, bred, or maintained for commercial purposes within any unit or on Condominium property.
- e) All owners/residents shall hold the Bocar Condominium Association harmless against all claims, debts, demands, obligations, costs, and expenses that may be sustained by reason of acts that pets housed on Bocar property may commit. The resident shall be responsible for repair and cost of all damage resulting from the acts of their own pets as well as pets of their guests. Fines will be assessed in accordance with the Enforcement Policy. American Pit Bull Terriers are prohibited from the property. Service dogs, regardless of breed, are the only exception to this rule.

PooPrints Pet DNA Program for Dogs:

- a) All dogs that may leave the unit must be registered with the Association Office. Registration is required whether the dog is living in the unit, visiting or being boarded for extended time intervals (beyond one week). Residents who fail to register their dogs will be subject to legal action and or possible removal of pet.
- b) Such dogs must have and display, as appropriate, evidence of all required registrations and inoculations, including the "PooPrints" tag, which is obtained from the Administration office at the time the dog is registered.
- c) Registration requirements include a Proof of Rabies vaccination statement from the dog owner's veterinarian and a 5x7-color photograph of the dog. The Administration office will take a simple DNA cheek swab sample from the dog's mouth to register it in the "PooPrints" Program. All samples will be maintained in the BioPet Vet Lab World Pet Registry (WPR), Knoxville, Tennessee, and will be available to the property manager.
- d) The registration form is available through the Administration office and online at www.BocarCondos.com. The completed registration form and statement from the pet owner's veterinarian must be hand-delivered to the Administration office for processing.
- e) Any reported incident of non-compliance or DNA evidence leading to a violation of the rules and regulations stated in this Resolution will result in a \$100.00 fine for each offense. Repeat offenders are subject to permanent removal of pet from the property.

13. Use Restrictions

As stated in the Declaration of Condominium, use restrictions of individual units state that they are to be used only as a residence, and that no nuisance or illegal activity shall be allowed nor any practice followed that is a source of annoyance to other residents. The number of permanent residents per unit is limited to four (4) for a two-bedroom unit and six (6) for a three-bedroom unit.

Home business restrictions

- a) Residents are allowed to conduct business within the confines of their unit, as long as it does not create vehicular traffic within the community, noise, or disturbance.
- b) A unit may be used for a proper residential home office in accordance with the requirements of both City and County codes.

14. Contactors

No resident may use a contractor, or allow a contractor access to the community to perform work on or within a unit or any other portion of the Condominium Property to be maintained by such resident, that hasn't been pre-screened in advance by the Association for necessary licensing and insurance including, but not limited to, having a proper Certificate of Insurance and liability and worker's compensation insurance.

- a) The Association shall have the authority to keep and maintain a list of approved contractors who have provided evidence of the necessary license and insurance information.
- b) Residents are not required to use a contractor from the Association's approved list, but if they choose to use a contractor who is not on the list, then that contractor must submit proof of licensing and insurance to the Association for approval no less than 14 days in advance of the work commencing.
- c) Any contractor who has not been added to the approved list or who has not been otherwise pre-screened for approval pursuant to this Rule will not be allowed access through the entrance gate to perform work within the community.

15. The Roof

No person, at any time, or for any reason whatsoever, will enter or attempt to enter the roof of the Condominium except in the case a "true" emergency. In case of a "true" emergency, only licensed and insured contractors are permitted on the roof with approval from the Rules and Regulations Committee or the Board of Directors.

16. Clubhouse Rules

The hours of use are from 8 a.m. to 10 p.m. daily. Maximum capacity is 105 persons.

- a) Residents must be current in their monthly dues to use the clubhouse or invite guests to use the clubhouse.
- b) After 6 p.m., residents must use an amenity card or FOB to access the clubhouse.
- c) Residents can invite a total of six (6) guests per visit to the clubhouse and must assume full responsibility for the conduct of their guests.
- d) Children under fourteen (14) years of age must be accompanied by a supervising parent or other adult at all times.
- e) Residents and guests using the Clubhouse are responsible and liable for any damage done to the Clubhouse doors, walls, furniture, or any other items affixed, standing, or belonging to the Clubhouse.

- f) Residents or guests of any unit that has an outstanding violation will not be allowed access to the clubhouse until the violation is resolved. Any re-occurrence of any activities that are in violation of the Rules and Regulations will result in the termination of their access card.
- g) Residents and guests are responsible for properly disposing of all their own trash and garbage.
- h) Do not attach nails or tacks to the walls, doors, or to any furniture.
- i) Do not hang balloons from the fans.
- j) Wet feet are not permitted inside of the clubhouse.
- k) Pets are prohibited in the clubhouse. Assistance Animals required under the fair housing laws are the exception to this rule.
- l) Proper attire that includes shoes, shirts, shorts, or pants must be worn when using the clubhouse.
- m) No liquor/alcohol of any kind is allowed in or around the clubhouse.
- n) No bicycles, skateboards, or other wheeled or riding toys are allowed inside the clubhouse or parked in front of the clubhouse.
- o) No vehicles are allowed to park in front of the clubhouse.
- p) Be courteous of other clubhouse users. No shouting, screaming, running, or roughhousing is allowed in the clubhouse.
- q) No speakers or other electronic sound equipment may be placed on the inside or the outside of the clubhouse.
- r) The volume of all music must be kept to a minimum. The use of headphones is recommended.
- s) Anyone whose behavior in or around the clubhouse that causes residents within the vicinity to complain may have their access cards and clubhouse privileges terminated.
- t) The Association assumes no responsibility for any injuries, falls, slips, or incidents that occur in the Clubhouse while using the pool table, furniture, television, microwave, refrigerator, or any other equipment in the clubhouse.
- u) All activities in the clubhouse are monitored by video camera surveillance.

17. Swimming Pool

The use of the swimming pool is limited to residents and their guests. Owners leasing their units may also assign their pool and other recreational facilities privileges. All residents and guests are required to observe the following rules to comply with requirements of the public health authorities and the Association insurance and to ensure the safety and comfort of all concerned.

- a) The hours of use are from 8 a.m. to 10 p.m. daily, except while the pool is being cleaned or serviced. Under no circumstances may the pool and pool area be used after 10 p.m. or before 8 a.m. This restriction provides "quiet" time for adjacent residents.
- b) The pool capacity is 25 persons.
- c) The pool is not guarded and all residents and guests use it at their own risk. There is limited lifesaving equipment available. Swallowing pool water can be harmful. An emergency phone is located near the restrooms.
- d) The pool area is for the enjoyment of all residents. There shall be no diving, jumping, running, shouting, boisterous games, or reserving of tables, chairs, or lounges.

- e) No food, smoking, drinks in glass bottles or glass of any kind, unlawful drugs, or pets/animals are permitted in the pool or the pool deck.
- f) Music must be listened to using headphones.
- g) The Board of Directors can approve a community activity around the pool allowing food.
- h) Pets are not allowed inside the fenced pool area.
- i) No bicycles, skateboards, or other wheeled or riding toys are allowed in the pool area.
- j) Children: Parents are responsible for the safety of their children. No children under the age of fifteen (15) years old may use the pool area or be in the pool, hot tub, racquetball court, tiki hut, or exercise room without a supervising parent or adult in attendance. This rule is designed to protect the health, safety, and welfare of the child. Children in diapers must wear a proper swim diaper.
- k) No incontinent person (regardless of age) shall be allowed in the pool or hot tub at any time.
- l) Showers are required prior to using the pool or hot tub.

18. Spa Rules

The hours of use are from 8 a.m. to 10 p.m. daily.

- a) Bathing load is 6 persons.
- b) Showers are required prior to using spa.
- c) No food, smoking, drinks, unlawful drugs, glass, or pets/animals are permitted in the spa or on the spa deck.
- d) Children under age fifteen (15) must be supervised by an adult.
- e) Maximum water temperature is 104 degrees Fahrenheit.
- f) Maximum use is 15 minutes.
- g) Pregnant women, small children, people with health problems, and people using alcohol, narcotics, or other drugs that cause drowsiness should not use the spa without first consulting a physician.

19. Tennis Court Rules

The hours of use are from 8 a.m. to 10 p.m. daily.

- a) A key can be obtained at the guardhouse to unlock the tennis court area. Players must leave a driver's license with the guard until a key has been returned.
- b) Tennis court time shall be reserved with the Property Manager or guard on duty.
- c) No more than four players are allowed on a court at any given time.
- d) No resident or guest may provide tennis lessons for compensation on the property.
- e) The tennis courts are for the exclusive use of residents and their guests only. Guests must be accompanied by a resident.
- f) If players are waiting and the courts are in use, playing time shall be limited to one hour for singles play and one and one-half (1.5) hours for doubles play.
- g) Players are responsible for picking up tennis balls and properly disposing of trash before leaving the tennis court area.

- h) The guard on duty will only schedule one hour appointments at a time. For additional playing time, the guard will reserve the court again only fifteen minutes before your hour is over.
- i) Proper tennis footwear must be worn at all times.
- j) Children under age sixteen (16) must be accompanied by an adult.
- k) No bicycles, skateboards, or other wheeled or riding toys are allowed on the tennis court.
- l) No food, smoking, drinks, glass, or pets/animals are permitted on the tennis court.

20. Fitness Center and Racquetball Court Rules

The hours of use are from 8 a.m. to 10 p.m.

- a) No residents or guests may conduct personal training or conditioning sessions for compensation in the fitness center or on the racquetball court.
- b) Residents or guests using the fitness center or the racquetball court must wear shirts and appropriate footwear (sneakers) at all times. No sandals or flip-flops are allowed.
- c) No bicycles, skateboards, or other wheeled or riding toys are allowed in the fitness center and racquetball court.
- d) Residents and their guests must wipe down the exercise equipment after each use for sanitary purposes.
- e) Any person under that age of fourteen (14) must be accompanied by a parent or legal guardian.
- f) Residents are responsible for their guests. Guests must be accompanied by the resident when using the facilities.
- g) Water or clear drinks are allowed in plastic bottles. No food, glass bottles, or colored beverages are allowed.
- h) Turn off the television, lights, and fans when leaving the facility, unless other people are using them.
- i) Help keep the exercise room clean and safe by returning all the equipment and weights used to their proper storage area.
- j) Limit the use of equipment to 30 minutes if someone else is waiting.
- k) No pets are allowed in the gym or racquetball court areas. Service dogs are the exception to this rule.

21. BBQ-Tiki Hut Rules

The hours of use are from 8 a.m. to 10 p.m. daily. Use of the BBQ is on a first-come basis.

- a) Lighter fluid is prohibited.
- b) Alcohol consumption, glass containers, bicycles or wheeled toys, or pet/animals are prohibited.
- c) Loud noise and music are prohibited unless using headphones.
- d) All persons under age fourteen (14) must be accompanied by a supervising parent or adult.
- e) Never leave a lit BBQ unattended.
- f) Picnic tables must be left clean after each use.
- g) Party rental rates are available in the clubhouse.

- h) Failure to follow the BBQ-tiki hut rules will result in a violation and/or monetary fines.
- i) Use BBQ-tiki hut at your own risk.
- j) The Association assumes no liability for injuries or accidents that may occur.

22. BBQ-Tiki Hut Rental Agreement

The Bocar Condominium Association Barbeque Tiki Hut Rental Agreement may be rented for private use from 11:00 a.m. to dusk on Friday, Saturday, and Sunday.

Rental of the Barbeque Tiki Hut Amenity by a resident is subject to Board approval. Residents must be current on their Association Maintenance fees. Applications must be received fourteen (14) days prior to the rental date.

- a) BBQ-tiki hut rate: The rental of the Barbeque Tiki Hut Amenity may be rented at a rate of \$250.00. Payment in full is due within five (5) business days of the event date.
- b) Security Deposit: A \$250.00 security deposit is due within five (5) days of the event date. Your deposit will be forfeited if trash is left on the ground or on the picnic tables. In addition, any charges incurred for additional cleaning or repairs that exceed the deposit amount will be billed to the responsible resident. Failure to pay any charges will result in a lien being placed on the homeowner's property.
- c) Damages: BBQ-tiki hut users must agree to be responsible for any and all damages and liability occurring on the premises. Any other damage to part of the common area caused directly or indirectly by the residents, guests, employees, independent contractors or other agents, including without limitations, any damages occurring during the specified time of event, setup and breakdown. Any charges incurred for damages will be billed to the responsible resident. Failure to pay any charges will result in a lien being placed on the resident's property.
- d) Tiki hut renter responsibility: The tiki hut renter must be present at all times during the function, including set-up and breakdown. Failure to do so will result in the forfeiture of security deposit.
- e) Alcohol and tobacco consumption are strictly prohibited on the premises, including the pool area and in and around the tiki hut area.
- f) Decorations: Do not nail or otherwise permanently affix any decorations to the tiki hut poles or picnic tables. Any charges incurred for damages will be billed to the responsible resident. Failure to pay any charges will result in a lien being placed on the resident's property.

23. Absences

Any resident who plans to depart or be absent for an extended period must prepare the unit prior to departure by doing the following:

- g) Remove all furniture, plants, and any other objects from the porches and patios. All loose items must be stored inside the unit.
- h) Turn off the water and the breaker to the hot water tank. Designate a responsible caretaker to check the unit on a regular basis
- i) Notify the Management Company of the approximate time you will be away and leave a contact number for emergencies.
- j) Vehicles that are broken down or unsightly must be removed from the property or they will be towed at the resident's expense.
- k) Owners who do not reside on the premises must provide the management office with access to their unit, either by leaving keys or another reasonable form of access with the

management office or by providing a local contact person who can provide such access.

24. Hurricanes

As soon as an official hurricane or tropical storm watch and/or warning has been issued, residents shall have forty eight (48) hours to remove all unaffixed exterior furniture, plants or other objects (including, but not limited to, any uninstalled hurricane shutters and potted plants) from their limited common element balconies or from any portion of the property adjacent to their condominium unit. If necessary, the Association employees, directors or agents shall have the right to enter any portion of the unit or the limited common elements, including breeching the patio or balcony enclosure, for purposes of removing such items or securing the unit and its belongings in order to protect the condominium property. In the event that such items have not been removed from the balcony and any damage to the condominium property results from such failure to remove such items, the owner, tenant or other resident of such unit shall be liable for any costs or damages incurred by the association.

Plywood window coverings used as makeshift hurricane shutters are prohibited, and only approved hurricane shutters or hurricane protection shall be allowed to be installed upon any unit. All unit owners will incur a One Hundred (\$100.00) Dollar fine where any unit owner, tenant or resident has installed plywood window coverings used as makeshift hurricane shutters. In addition, any damage that occurs to the exterior building stucco where an owner, tenant or other resident has installed plywood window coverings used as makeshift hurricane shutters shall be repaired and restored to its previous condition by such unit owner, tenant or resident.

Generators shall not be allowed to be used inside of a Condominium unit and may only otherwise be kept on the property in accordance with any and all applicable laws, codes or ordinances. Where a mandatory evacuation order has been issued by the local governing agency, all owners, tenants and residents shall be required to evacuate the Condominium property.

If a resident evacuates the property, he or she must shut off the main water and electrical supply to the unit. Any damage that occurs to the condominium property as a result of failure to shut off such main water and electrical supply will be the responsibility of such unit owner, tenant or resident.

Unit owners who will be absent during the hurricane season must prepare their unit prior to departure by:

Removing all furniture, plants and other objects from any balcony as identified above;

1. Designating a responsible firm or individual to care for his or her unit should the unit suffer any hurricane damage or to prepare such unit in the event of a hurricane watch or warning. Further, the unit owner shall furnish to the Board of Directors, for such purposes, the name of said firm or individual;

The Board of Directors or its agents or employees shall, at all reasonable times, or in the event of an emergency, have access to all parts of the common elements, limited common elements or individual units for access purposes. The unit owners shall allow such directors, agents and employees to enter into any unit or limited common element for the purpose of maintenance, inspection, repair or replacement of the improvements within the unit or within the limited common elements, or determine in the case of an emergency, circumstances threatening the units or the common elements and to perform any and all necessary maintenance or repairs to protect the condominium property.

25. Association Employees and Contractors

Association employees and contractors who are on the property are employed for the purpose of providing for the efficient operation, safety, beautification, or maintenance needs of the Condominium and, therefore, are under the sole direction of the Manager and the Board of Directors. No resident or guest shall supervise or assert any control over the employee or contractor.

26. Solicitation

No signs, flyers, advertisements, or other items of solicitation shall be allowed to be affixed, displayed, or attached to the unit or property, including any walls, doors, balconies, lanais, windows, or any other exterior portion of a Condominium building or Condominium unit.

27. Speed Limit

The maximum speed limit on the Condominium property is ten (10) miles per hour.

28. Posting Notices

The designated places to post official notices concerning Bocar business are at the mailbox areas, resident gate access lane, and the clubhouse, or wherever else the Board of Directors designates or deems appropriate.

29. Amendments

These Rules and Regulations are subject to change, modification, or amendment by the Bocar Condominium Association pursuant to the authority vested in the Board of Directors after an open hearing. All amendments shall be supplied to each unit owner upon adoption.

1. Enforcement Policy

The equal and consistent following of the rules of Bocar Condominium depends on the reasonableness and consideration of all residents as individuals and neighbors. In addition to the means of enforcement provided in the Declaration, By-laws, rules of the association or the law, the Bocar Condominium Association Board of Directors and the Rules and Regulations Committee have the right to assess fines against a unit owner, occupant, licensee, or invitee for violation of the Declaration, By-laws, or rules of the Association.

There will be a \$100.00 fine per violation. A fine shall be levied on a basis of \$100.00 for each day that the violation continues, with a single notice and hearing. No fine shall exceed the aggregate of \$1,000.00. No fine may be levied except after giving reasonable notice and the opportunity for a hearing to the unit owner, occupant, licensee, or invitee. The hearing must be held before a committee of unit owners. If the committee does not agree with the fine, the fine may not be levied. The Board of Directors shall pass regulations and procedures concerning the fining process.

2. Fining Process

The Board of Directors shall notify violators in writing of infractions and intent to levy a fine after one notification of violation. This is equivalent to a warning.

- l) The second notification of violation will include the \$100 fine, or the \$100.00 per day fine up to the maximum \$1,000.00 fine for a continuing violation.
- m) The second notification of violation will also include the time, date and location of a hearing in front of the Fining and/or Rules Committee in which the person sought to be fined will have the opportunity to present their case in front of the Committee. Such notice of the Committee hearing shall be sent not less than fourteen (14) days prior to the date of the hearing.

n) The committee will be comprised of three to five owners who are not serving on the Board of Directors, employed by the Association, or related to any of the Board of Directors or employees of the association.

n) The violator may provide documentation of testimony. The violator may at his/her own cost provide for a stenographer to take notes during the hearing.

The Fining and/or Rules Committee will deliver a final decision on the day of the hearing, and within the next seven (7) days send written notice of the decision to the violator. The fine, if upheld by the Hearing committee, shall be due within the next regular monthly maintenance payment. Paid violations will be deposited into the Bocar Condominium Association operating account.