

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.

All owners/residents are required to read the Rules and Enforcement Policy. A form has been provided in which the owner/resident must sign and return indicating that the Rules and Enforcement Policy has been read and agrees to comply and cooperate with same.

Rules:

1. Peaceful Enjoyment:

No owner/resident, family, servant, visitor, 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, which would be disturbing to other occupants of the Condominium.

- a) Residents are not permitted to be verbally or physically abusive with staff or other tenants/owners.
- b) Alcohol or tobacco consumption is strictly prohibited in the common areas
- c) Moving is permitted Monday Saturday 9:00am-9:00pm. **No moving is allowed on Sundays; however, deliveries and charitable item donation trucks are permitted on Sunday from 9:00am-9:00pm. Moving Trucks over 26' feet are not permitted** and must be able to safely enter and exit the complex without damaging our entrance gates or other areas. Any damage caused by moving trucks or equipment is the responsibility of the unit owner or tenant.

2. Residents and Guests:

The facilities of Bocar Condominium are for the use and enjoyment of the owners/residents and their guests only. Visitors are permitted to use the facilities only as guests of the owner/resident. The owner/resident will be responsible for the actions of their guests. By the same token, an owner retains full responsibility for all acts of their resident. 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:

Up to two (2) gate stickers per bedroom shall be provided to each unit. Additional stickers are subject to Board approval.

- a) Tenants with leases authorized by the Association are able to purchase gate stickers. A \$50 fee is required for each gate sticker provided to each tenant.
- b) **Gate stickers (bar codes) must be affixed to the left rear window of the owner's, tenant's, or permanent resident's vehicle.**
- c) If a tenant obtains a new car or otherwise needs another bar code, then a replacement sticker will be provided for a \$50 fee.
- d) All Owners, tenants and residents, and any other person permanently occupying a Unit must obtain a bar code from the Association in order to access the Condominium Property through

the main gate.

- e) Such Owners, tenants and residents shall not use the visitor gate and shall be required to enter the Condominium Property through the main gate by obtaining such bar code access.
- f) Should a Unit Owner, tenant or permanent resident not obtain a bar code for ingress and egress, such Owner, tenant or permanent resident shall be deemed to be in violation of this rule and shall be subject to the levying of fines, Common Area/Common Element use suspension, as well as all other legal remedies allowable by law.

4. Gate access:

The community utilizes an app/web based system ABDI Gateaccess.net. The app allows to you to manage your guest list, authorize event guests and receive alerts of visitors coming through the gate. Owners must obtain a PIN from the management office to use with the ABDI system. In case the unit is rented, the owner can delegate such authority to the renter 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. However, 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 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; i.e.: swimming pool, tennis court, tiki hut, exercise room, hot tub, and clubhouse. Children who are wearing proper swim diapers are allowed in the swimming pool. Incontinent people, whether children or adults, are prohibited from using the swimming pool or hot tub. Children's conduct shall be the responsibility of the parent(s) and shall be in accordance with rule #1.

6. Safety:

The sidewalks, entrances, corridors, and stairways of the Condominium shall not be obstructed for any other purpose than for ingress to and from the units. No article shall be placed in any of the corridors or stairways of any building. Bicycles, toys, recreational equipment, and furniture shall not be stored or left unattended in any common areas.

- a) Glasses and bottles are not permitted in any common areas.

7. Storage, Trash and Garbage:

To provide a healthful environment, no garbage cans, trash, supplies or other such articles shall be placed on the stairways, landings, or entrances.

In order to eliminate odors and vermin, all garbage must be placed in sealed or otherwise tied plastic bags and deposited in the dumpster. No furniture or other bulk items shall be left by the dumpster. The small receptacles near the mailboxes are for discarded mail only. No waste, including cigars and cigarettes, is to be disposed of directly from the balconies, windows or onto the common grounds.

- a) Residents and contractors shall be responsible for their own material and debris removal from Bocar.
- b) Notwithstanding the foregoing, proper patio furniture and other items allowed on the patio will be allowed to be stored in the patio area.
- c) Patio areas shall not be used for storage space. Hurricane shutters may only be placed on the ground of the patio. They may not be stored against the exterior walls of the building.

8. Vehicle Restrictions :

- a) Allowable parking spaces on Bocar property either are designated to the unit/resident or marked "GUEST."
- b) Owners/Residents may park in designated and "GUEST" spaces, but Owners/Residents must park in their designated "RESERVED" space before occupying a "GUEST" spot.
- c) Guests are prohibited from parking in owner spaces.
- d) Owners/Residents must park in their own designated, assigned parking space and may

- not park in a public space assigned or designated to another Unit Owner or Resident.
- e) Parking along curbs is prohibited throughout the community unless in areas specifically marked as "OVERFLOW PARKING."
 - f) Vehicles, trucks, or carriers that cannot operate under their own power, are unlicensed or unregistered shall be prohibited from being parked or otherwise stored in any space or anywhere on Condominium property.
 - g) Vehicles may not be parked or otherwise stored in any parking space or anywhere on the Condominium property if they are in a state of disrepair including, but not limited to, where the vehicle has broken or cracked windows, missing or detached bumpers, body panels or any other portion of the vehicle that is not intact, leaking oil, or flat tires.
 - h) No boats, trailers, construction vehicles, signed vehicles, commercial vehicles, recreational vehicles or utility trailers are permitted.
 - i) No industrial equipment is allowed in the bed of pick-up trucks.
 - j) No repairs of vehicles, including changing of oil, shall be made on Condominium property.
 - k) Vehicles shall be washed only at the designated car wash area.
 - l) Guests will have a custom form filled out by the front gate attendant indicating the length of stay, date and what unit they are visiting.
 - m) 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.

9. Garages

- a) No Unit Owner, tenant, resident or any other person may use a limited common element garage for the purposes of conducting business, for residential purposes, or for any other purpose other than for the storing and parking of vehicles and the storing of personal property of such Owner, tenant or resident.
- 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 otherwise 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 Unit Owner, resident, or any other person have exclusive control over such garage.
- e) No change in color or change in garage doors shall be made by a Unit Owner, tenant or resident, except where approved in writing, by the Board of Directors subject to any specifications or rules and regulations governing such change in appearance.
- f) No air conditioning equipment or any other electric equipment may be installed within a garage without the prior written approval of the Board of Directors of the Association.
- g) No electric car charging station may be installed within a garage expect with the prior written approval of the Board of Directors of the Association.
- h) To the extent that the Board of Directors approves the installation of an air conditioner or air conditioning equipment, or an electric car charging station, or other similar item, any such approval shall be conditioned upon the owner or resident making the request also installing a meter or other mechanism such that any electric charges resulting from the installation and ue of such equipment shall be charged directly to the Unit Owner or resident.

10. Use of Units:

- a) Decorations:
No unit owner/resident shall paint, decorate, or alter the exterior of a building to change the appearance of the building. This includes drilling into the exterior walls for hanging items. Decorative unit numbers are prohibited. Door wreaths, potted plants, planters, and patio furniture may be placed in or on exterior doors, windows, balconies, and patio porches. No foil shall be allowed on the windows. Unit owners/residents shall be responsible for any damage or injury that is caused to property or persons by these items. Holiday lights and decorations shall be allowed on the property from Thanksgiving Day until New Year's Day.
- b) Equipment Failure:
All Condominium property and equipment shall be used for the purpose intended. These items shall include, but are not limited to items such as tennis court, swimming pool, clubhouse, hot tub, tiki hut, racquetball court, playground, exercise room, fire extinguishers, and pool furniture etc. Failure/damage to any of these items should be reported to the Property Manager as soon as possible.
- c) Fire Hazard:
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. Electric grills may be used on all outdoor balconies, terraces, or patios. Gas grill must be stored in garages and used at least ten (10) feet away from any overhanging portion of the building. Patio usage is prohibited.
- d) Hanging Objects:
The hanging of rugs, towels, mops, any articles of clothing, or other similar objects upon the railings, windows, walls, and patios is prohibited.
- e) Building Maintenance Repair:
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 unit owner/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. All unit interior maintenance and repair work is the responsibility of the owner. This includes, but is not limited to mechanical, electrical, plumbing, outlets, switches, appliances, and air conditions serving the respective unit. All contractors must be licensed and insured.
- f) Noise:
In order to ensure the comfort of everyone; residents, 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 the following 9:00 A.M., all sounds shall be kept at a level that cannot be heard outside the unit from which it originates. All owners/residents and guests shall refrain from any activity that would disturb others outside their unit.

11. Pets:

Unit owner/resident shall not have more than two pets per unit. Dogs shall be

licensed, restrained, 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. Pet owners must remove all pet waste immediately. 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. No pet shall be kept, bred, or maintained for commercial purposes within any unit or on Condominium property. All owners/residents shall hold the Bocar Condominium Association harmless against all claims, debts, demands, obligations, costs, and expenses, which may be sustained by reason of acts that pets housed on Bocar property may commit. The unit owner/resident shall be responsible for repair and cost of all damage resulting from the acts of their pets. 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:

- a) All pets, which may leave the unit, must be registered with the Association Office.
- b) Unit Owners and Unit Owners with tenants that fail to register their pets will be subject to legal action and or possible removal of pet.
- c) The pet registration form is available through the management office and at www.BocarCondos.com. The completed pet registration form and statement from the pet owner's veterinarian must be hand delivered to the Management office for processing.
- d) Pet registration requirements include a Proof of Rabies vaccination statement from the pet owner's veterinarian and a 5x7-color photograph of your pet. The Management office will take a simple DNA cheek swab sample from your pet to register it in the "PooPrints" Program. All samples will be maintained in the BioPet Vet Lab World Pet Registry (WPR), Knoxville, Tennessee and available to the property manager.
- e) All pets must have and display, as appropriate, evidence of all required registrations and inoculations; including the "PooPrints" tag, which is obtained from the management office at the time the pet is registered.
- f) Pet registration is required whether the pet is living in the building, visiting for extended time intervals (beyond one week), and/or pet sitting is being provided for extended time intervals.
- g) 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.
- h) 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 and a processing fee of \$100 for each offense.
- i) Repeat offenders are subject to permanent removal of pet from the property.

12. Use Restrictions:

As stated in the Declaration of Condominium, use restrictions of individual units are, 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.

- a) Antennas:
 - i.) 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.

- b) Home business restrictions:
 - i.) As an owner or tenant, you are allowed to conduct business within the confines of said unit, as long as it does not create vehicular traffic within the community, noise, or disturbance.
 - ii.) A unit may be used for a proper residential home office in accordance with the requirements of both City and County codes.

13. Contactors

- a) No Unit Owner, tenant or other 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 Owner, tenant or resident, that hasn't been pre-screened in advance by the Association for necessary licensing and insurance.
- b) Any all such contractors must be properly licensed and insured, including but not limited to, having liability and worker's compensation insurance.
- c) In addition, any and all such contractors must furnish the Association with a proper Certificate of Insurance.
- d) 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.
- e) Owners are not requires 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.
- f) Any contractor who has not beed 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.

14. 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.

15. Clubhouse Rules:

1. The clubhouse house are Monday – Sunday from 8:00 a.m. – 10:00 p.m.
2. Maximum capacity is 105 persons.
3. Owners must be current in their monthly dues for them or for their residents and/or guests to use the clubhouse.
4. After 6pm, residents must use an amenity card or FOB to access the clubhouse.
5. Owners/residents with dogs must be registered in the PooPrints program in order to receive an access card to the clubhouse.
6. 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 your access card.
7. Owners/residents can invite a total of six (6) guests per visit to the clubhouse and assume full responsibility for the conduct of their guests.
8. Children under 14 years of age must be accompanied by a parent or other adult.
9. The owners/residents 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.
10. All trash and garbage must be taken out with you and discarded accordingly.
11. Do not attach nails or tacks to the walls, doors, or to any furniture.

12. Do not hang balloons from the fans.
13. Wet feet are not permitted inside of the clubhouse.
14. Pets are prohibited in the clubhouse. Service animals are the exception to this rule.
15. Proper attire that includes, shoes, shirts, shorts, or pants must be worn when using the clubhouse.
16. No liquor/alcohol of any kind is allowed in or around the clubhouse.
17. No parking of bikes, skateboards, or vehicles are allowed inside or at the front of the Clubhouse
18. No bicycles or skateboards are allowed inside the clubhouse or parked in front of the clubhouse.
19. No vehicles are allowed to park in front of the clubhouse.
20. No shouting, screaming, running, or rough-housing is allowed in the clubhouse.
21. No speakers or other electronic sound equipment may be placed on the inside or the outside of the clubhouse.
22. The volume of all music must be kept to a minimum.
23. Anyone whose behavior in or around the clubhouse that causes owners/residents within the vicinity to complain may have their access cards and clubhouse privileges terminated
24. 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.
25. All activities in the clubhouse are monitored by video camera surveillance.

16. 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, the Association insurance and to ensure the safety and comfort of all concerned.

- a) The pool may be used during designated hours, except while the pool is being cleaned or serviced. Under no circumstances may the pool and pool area be used after 10:00 pm or before 8:00 am. This provides "quiet" time for adjacent unit owners/residents.
- b) The pool is not guarded and all owners and renters are advised they and their guests use it at their own risk. There is limited lifesaving equipment available.
- c) Ambiance: There shall be no diving, jumping, running, shouting, boisterous games or reserving tables, chairs, or lounges. Any music should be listened to through earplugs. The pool area is for the enjoyment of all residents.
- d) Pets are not allowed in the fenced pool area.
- e) Skateboards, bikes, and roller blades are strictly prohibited from areas including the pool.
- f) Bathing load is 25 persons.
- g) No smoking at any time.
- h) Children: Parents are responsible for the safety of their children. No children under the age of fourteen (14) years old may use the pool area or be in the pool, hot tub, racquetball court, tiki hut, or exercise room without a parent or adult in attendance. This rule is designed to protect the health, safety, and welfare of the child. No incontinent person (regardless of age) shall be allowed in the pool or hot tub at any time.
- i) Showers are required prior to using the pool or hot tub.
- j) Food, drink, glass, and animals are prohibited in the pool or on the pool deck..
- k) Children under age 15 must be supervised by an adult.
- l) The Board of Directors can approve a community activity around the pool allowing food.
- m) Alcohol and unlawful drugs are prohibited.
- n) Do not swallow the pool water.
- o) No diving.
- p) An emergency phone is located near the restrooms.

17. Spa Rules

- a) Spa hours are 8am-10pm daily.

- b) Bathing load is 6 persons.
- c) No smoking at any time.
- d) Showed before entering spa.
- e) No food, drinks, glass, or animals are permitted in the spa or on the spa deck.
- f) Children under age 15 must be supervised by an adult.
- g) Maximum water temperature in 104 degrees Fahrenheit.
- h) Maximum use is 15 minutes.
- i) 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.

18. Tennis Court Rules:

- a) Tennis court time shall be reserved with the Property Manager or guard on-duty.
- b) Tennis courts can be used from 8 a.m. to 10 p.m. A key will 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.
- c) No more than four players are allowed on the court at any given time.
- d) No owner/resident or guest may provide tennis lessons for compensation on the property.
- e) The tennis courts are for the exclusive use of owners/residents and their guests only. Guests must be accompanied by a resident.
 - (1) 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.
- f) Players are responsible for picking up tennis balls and trash before leaving the tennis court area.
- g) The guard on duty will only schedule one hour appointments at a time. For additional playing time, the guard will only reserve the court again fifteen minutes before your hour is over.
- h) Proper tennis footwear is to be worn at all times.
- i) No Pets are allowed on the tennis court at any time.
- j) Children under age 16 must be accompanied by an adult.
- k) Pets, food, glass, skateboards, bikes, and roller blades are strictly prohibited from being on the tennis court.

19. Fitness Center and Racquetball Court Rules :

- a) No owners/residents or their 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 appropriate footwear (sneakers) at all times.
- c) Skateboards, bikes, and roller blades are strictly prohibited from the fitness center and racquetball court.
- d) Residents and their guests must clean exercise equipment after each use.
- e) Any person under that age of fourteen (14) must be accompanied by a parent or legal guardian.
- f) Guest are only permitted to use the facilities when the Owner/Resident that they are visiting accompanies them.
- g) Shirts and shoes must be worn at all times. No sandals or flip-flops are allowed.
- h) All equipment must be wiped down after each use for sanitary purposes.
- i) No food or colored beverages are allowed.
- j) Glass bottles are prohibited.
- k) Turn off the television, lights, and fans after each use.
- l) Help keep the exercise room clean and safe by returning all the equipment and weights used to their proper storage area.
- m) Limit the use of equipment to 30 minutes if someone else
- n) No pets are allowed in the gym or racquetball court areas. Service dogs are the exception to this rule.

20. BBQ-Tiki Hut Rules

- a) Hours of operation are from 8:00 am until 10:00 pm.
- b) Use of the BBQ is on a first come basis.
- c) Lighter fluid is prohibited.
- d) Drinking alcohol is prohibited.
- e) Glass bottles are prohibited.
- f) Bicycles are prohibited.
- g) Dogs or other pets are prohibited
- h) Loud noise and music are prohibited.
- i) All persons under age 14 must be accompanied by a parent or legal guardian.
- j) Never leave a lit BBQ unattended.
- k) Picnic tables must be left clean after each use.
- l) Party rental rates are available in the clubhouse.
- m) Smoking is prohibited.
- n) Failure to follow the BBQ-Tiki Hut rules will result in a violation and/or monetary fines.
- o) Use BBQ-Tiki Hut at your own risk.
- p) The Association assumes no liability for injuries or accidents that may occur.

21. BBQ-Tiki Hut Rental Agreement

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

Rental of the Barbeque Tiki Hut Amenity by an owner or renter is subject to Board approval. Unit owners must be current on their Association Maintenance fees. Applications must be received 14 days prior to the rental date.

- a) Barbeque Tiki Hut Rate: The rental of the BBQ Tiki-Hut Amenity may be rented at a rate of \$250.00. Payment in full is due within five business days of the event date.
- b) Security Deposit: A \$250.00 security deposit is due within five 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 homeowner. Failure to pay any charges will result in a lien being placed on the homeowner's property.
- c) Damages: BBQ-Tiki hut users agree to be responsible for any and all damages and liability occurring on the premises. Any other part of the common area caused directly or indirectly by the user, his or her guests, family members, invitees, 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 homeowner. Failure to pay and any charges will result in a lien being placed on the homeowner'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: Alcohol is strictly prohibited on the premises, including the pool area.
- f) Smoking is prohibited in or around the tiki hut area.
- g) 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 homeowner. Failure to pay any charges will result in a lien being placed on the homeowner's property.

22. Absences:

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

- a) Remove all furniture, plants, and any other objects from the porches and patios. All loose items must be stored inside the unit.
- b) If you are going away for any extended period, it is suggested that you turn off the water and the breaker to the hot water tank. Designate a responsible caretaker to check the unit on a regular basis
- c) Notify the Management Company of the approximate time you will be away and leave

a contact number for emergencies.

- d) Vehicles that are broken-down or unsightly must be removed from the property. TOW!
- e) For owners who do not reside on the premises, the management office must be provided 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.

23. Hurricanes:

As soon as an official hurricane watch or warning has been declared, residents must remove all exterior furniture and objects (including uninstalled hurricane panels). If necessary, the Bocar Condominium Association has the right to enter the unit for purposes of securing the unit and its belongings. If an owner/resident evacuates, he or she must turn off the main water and electrical supply to their unit. If these steps are not done, then the owner may be responsible for resulting damage.

24. Association Employees and Contractors:

Those 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 unit owner/resident or guest shall supervise or assert any control over the employee or contractor.

25. Solicitation:

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

26. Speed Limit:

The maximum speed limit on the Condominium property is fifteen (15) miles per hour.

27. Posting Notices:

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

28. Smoking:

- a) 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 include, but may not be limited to the pool and pool deck, BBQ-tiki hut, clubhouse and recreational facilities, and tennis courts.
- b) There shall be no such smoking in any area that is within twenty-five (25') feet of any and all building entrances and/or building structures.
- c) 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.
- d) 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.
- e) 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 shall be immediately picked up and disposed of properly.
- f) Notwithstanding the foregoing rule, Owners, tenants and other residents or guests may smoke on the Limited Common Element balconies and patios appurtenant to the Units.

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.

30. Enforcement Policy:

The equal and consistent following of the rules of Bocar Condominium depends on the reasonableness and consideration of all owners/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 \$50 for each day for the violation continues, with a single notice and hearing. No fine shall be in 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

31. Fining Process:

- a) 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.
- b) The second notification of violation will include the \$100 fine.
- c) The violator has ten (10) days to respond in writing of request for a Rules and Regulation Committee hearing. Requests can be mailed to Bocar Condominium Association, 3201 Clint Moore Road, Boca Raton, FL 33496.
The date of the hearing will be set within fourteen (14) days of the receipt of the request. All hearings will be held in the clubhouse.
- d) 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.
- e) 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.