

**BOCA
ISLES
SOUTH**

**RULES AND REGULATIONS
Adopted November 19th, 2009**

**BOCA ISLES SOUTH
PROPERTY OWNERS ASSOCIATION, INC.**

BOCA ISLES SOUTH RULES AND REGULATIONS

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I. GENERAL COMMUNITY RULES & REGULATIONS

GENERAL COMMUNITY RULES, REGULATIONS AND STANDARDS

1. **USE.** Each Homesite is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees. Use of the Common Area is similarly restricted.

2. **LEASING/RENTING.** The following provisions govern leasing in the Community:
 - a. No homeowner shall lease a home for a period of one (1) year from the date he took title to said home.

 - b. A homeowner shall not receive approval to rent a home unless he is current on all Association assessments. Delinquent homeowners must pay all amounts due before renting a home. Any violations on the home must be corrected before renting the home.

 - c. A homeowner shall not rent a portion of a home; only the entire home may be rented. No home, or portion thereof, shall be sublet.

 - d. All leases, including those which are being renewed with the same tenant, must be submitted to the Board for approval in advance. A homeowner shall submit a lease for approval no less than thirty (30) business days prior to the date of intended occupancy by the tenant. No homeowner shall lease his home until the homeowner receives the written approval of the Association. Lease approval may be denied by the Association for reasons including, but not limited to, the homeowner or prior tenant violating any provision in the governing documents or Association rules or if the proposed lease does not comply with the requirements of these Rules & Regulations governing the leasing of homes. If lease approval is denied, then the rental of the home shall not occur.

 - e. No lease of a home shall be made for less than a six (6) month consecutive period. No transient accommodations shall be provided. There shall be no sublease of any home or lease agreement.

 - f. A home shall not be leased more than once in any twelve (12) month period.

- g. All leases shall be in writing and shall provide that: (a) the right of the tenant to use and occupy the home and the Association property shall be subject and subordinate to the governing documents of the Association and these Rules and Regulations; (b) the Association shall have the right to terminate the lease upon the tenant's failure to comply with any of the provisions of the governing documents or these Rules and Regulations; and (c) the lease term is a minimum of six (6) months. No lease shall provide for an early lease termination or have any other provision that would reduce the lease term to a period of less than six (6) consecutive months.
- h. All leases utilized by homeowners shall contain the following language, and if any such language does not contain said language, the lease shall not be approved and shall be considered void:

"The landlord appoints the Boca Isles South Property Owners Association Inc. as its irrevocable agent for purposes of eviction pursuant to Florida's Residential Landlord Tenant Act. Landlord and Tenant hereby expressly covenant and agree that the Boca Isles South Property Owners Association Inc. shall be entitled to immediately proceed, without notice, to evict Tenant in the event the Association forwards two (2) or more demand letters regarding a violation by said Tenant of the governing documents or these Rules and Regulations, as the same are amended from time to time.

"Tenant expressly covenants and agrees to comply with all terms of the governing documents for Boca Isles South in addition to all rules and regulations adopted by the Association, and Tenant expressly recognizes and agrees that he has been provided with a complete copy of all covenants, conditions, restrictions, and rules and regulations for the Boca Isles South Property Owners Association prior to assuming occupancy of the home. Tenant expressly covenants and agrees that Tenant is aware of all restrictions pertaining to rentals contained within the governing documents for Boca Isles South and the rules and regulations, and has knowledge that this lease is subject to and must be approved in advance by the Board of Directors of the Boca Isles South Property Owners Association Inc. "

- i. Before entering into a lease, a homeowner shall provide the prospective tenant with a complete, legible copy of the Association's governing documents, including the Declaration, By-laws, and Rules and Regulations (and any amendments thereto). The homeowner shall certify to the Association, in writing, that legible copies of these documents have so been provided to the prospective tenant.

- j. In order to determine that the proposed tenants are familiar with the Association's governing documents, the Board of Directors, at its option, shall have the right to require a personal orientation meeting with the proposed tenants prior to occupancy of the home by the tenants. The Board of Directors may designate a committee or any individual(s) or the property manager to conduct such a meeting.
- k. The owner of a leased home shall be jointly and severally liable with his or her tenant for compliance with the governing documents and these Rules and Regulations. They shall be jointly and severally liable to the Association to pay all assessments and/or any open claims for injury or damage to persons or property caused by the acts or omissions of the tenant, his family members and/or guests. If during the lease term the homeowner becomes delinquent in the payment of any assessment, the Association shall have the authority to directly collect the rental payments from the tenant.
- l. Prior to leasing his home, an owner shall submit an application along with three checks made payable to the Boca Isles South Property Owners Association. The first check shall be in the amount of \$100, representing a non-refundable application fee to cover the cost of credit and criminal background checks on the tenants. The second shall be a check for \$1500, representing a security deposit against any future damage to the common elements. A draft lease shall be attached to the application. The third check shall be payable in an amount equaling six (6) months worth of association dues. This third check shall remain in the Association's operating account and ensure payment of the dues. If the homeowner fails to make a monthly payment, the money will be taken from this deposit. Upon completion of the lease term, the remainder shall be refunded to the homeowner within thirty (30) days.
- m. After the lease has been approved by the Board and executed by the parties thereto, the owner shall submit a fully-executed copy to the Association.
- n. A home shall only be occupied as a single-family residence, and all occupants must live as a single economic unit. For purposes of this section, the term "family" shall be defined as a single individual and that person's parents, siblings, children, grandparents, and spouse. If the person is not married, then the term "spouse" may also mean a person who is otherwise the equivalent of a spouse who is part of a single economic unit with the tenant. The Association may require tenants to provide proof of their familial relationship.

- o. Notwithstanding anything contained in these Rules and Regulations to the contrary, in order to avoid undue hardship, the Association's Board of Directors may, in its sole discretion, grant a hardship approval to a homeowner not otherwise entitled to approval of a lease, except that: (a) a hardship may not be granted for a lease whose term is less than six months, and (b) the Association's Board of Directors may require certain conditions to any such approval, which conditions must be complied with or the hardship approval shall be revoked and the transaction unauthorized. A hardship approval is a privilege and not a right.
3. **OWNERSHIP BY ENTITY.** In the event that other than a natural person is an Owner, that Owner shall, prior to the purchase of the Homesite, designate the person(s) who is/are to be the occupant(s) of the Homesite and register such person(s) with the Association. All provisions of the Declaration and Rules and Regulations promulgated pursuant thereto shall apply to such Owner(s) and designated Occupant(s) as though it/they had title to the Homesite.
 4. **GENERAL USE RESTRICTION.** The Properties, Homesites and Homes or any part thereof, shall not be used in any manner contrary to the Declaration, Community Standards, or Rules and Regulations promulgated thereto.
 5. **LAWFUL USE.**
 - a. No immoral, improper, offensive or unlawful use shall be made of the Properties, Common Area, Homesites or Homes.
 - b. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of the Properties shall be the same as the responsibility for maintenance and repair of the property concerned.
 6. **MAINTENANCE.**
 - a. No weeds, underbrush, or other growth shall be permitted to be grown or remain upon any Homesite.
 - b. Bushes, shrubs and trees are to be pruned, and dead ones must be removed.
 - c. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Homesite.

- d. All lawns, landscaping and sprinkler systems, and any property, structures, improvements and appurtenances shall be well-maintained and kept in good, safe, clean, neat and attractive condition.
- e. Irrigation systems shall be maintained in such a manner to cause no strains on structures or paved areas. Subject to the foregoing, Owners who's Homesites adjoin a waterway or lake may, with the prior written consent of the Association, utilize the waterway or lake to irrigate their yards provided that no floating or other visible device may be used without prior approval by the ACC. Existing devices shall be grandfathered.
- f. Each Owner shall maintain the property from their Homesite boundary to the edge of the water. All Owners shall maintain their yards and adjoining property to the edge of the concrete gutter adjoining the road and including the concrete gutter.

7. SUBDIVISION AND REGULATIONS OF LAND, SUBDIVISION OF UNIT AND TIME SHARING.

- a. No portion of any Homesite shall be divided or subdivided, or its boundaries changed without the prior written approval of Association.
- b. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Properties, without the prior written approval of the Association, which may be granted or denied in its sole discretion.

8. ALTERATIONS AND ADDITIONS. No material alteration, addition or modification to a Homesite or the improvements thereon, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained as required by the Declaration.

9. EXTERIOR APPEARANCE.

- a. No signs (including brokerage, for sale/lease, or other similar, etc.) are permitted anywhere on Homesites (except small alarm signs placed on windows) properties and/or Common Areas which includes both sides of Cain Boulevard. No artificial vegetation, permanent sports equipment, advertisement, notice, or other lettering shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of a Homesite that is visible from the outside without the prior written approval thereof, being first had and obtained as required by the

Declaration. Seasonal holiday lights and decorations may be displayed between Thanksgiving Day and January 10.

- b. One removable flag pole of reasonable size may be attached to one side of a house to display a flag not larger than 4¹/₂ feet by 6 feet. As per Florida statute 720.304(2), "Any homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable official flags, not larger than 4¹/₂ feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations".
- c. Roofs, exterior surfaces, sidewalks, drives, and concrete gutters at the road's edge shall be pressure-treated within thirty (30) days of notice by the Association.
- d. Home and structures shall be repainted within forty-five (45) days of notice by the Association.
- e. Any hurricane or other protective devices visible from outside a Homesite shall be of a type as set forth in the Declaration.
- f. Window air conditioning units are only permitted during extended power outages related to natural disasters, such as a hurricane, and must be removed within forty eight hours after power has been returned to the Homesite.
- g. No exterior visible antennae, aerials, or other similar equipment shall be placed on any Homesite without the prior written approval thereof, being first had and obtained as required by the Declaration.
- h. No Owner shall operate any equipment or device which will interfere with the radio and/or television reception of others.
- i. No above-ground pools shall be permitted.
- j. All pools and appurtenances installed shall require the prior written approval as set forth in the Declaration.
- k. Except for seasonal holiday lights, all exterior lighting shall require prior written approval as set forth in the Declaration.

- 10. CASUALTY DESTRUCTION TO IMPROVEMENTS.** In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, as set forth in the Declaration, the Owner thereof shall commence to rebuild or repair the damaged Home or improvement, and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Homesite to a landscape condition in the manner as set forth in the Declaration. Any such reconstruction of a destroyed Home or improvement shall only be replaced as approved as set forth in the Declaration. The homeowner must install safety barriers as soon as possible after the damage, as required by County ordinance, and shall be subject to a fine of \$25 per day for failure to do so.
- 11. ANIMALS.**
- a. No animals of any kind shall be raised, bred, or kept within the Properties except that normal fish tanks, birds, gerbils and other animals that are never taken out of the home may be kept. No more than two (2) domestic pets or animals that are normally walked outside of the home may be harbored in a Home or on a Homesite, so long as such pets or animals do not constitute a nuisance. All pit bulls, pit bull mixed breeds, and other dangerous breeds and animals, as determined by the Association or by State or County ordinances, are banned at all times. Homeowners may “grandfather” existing banned animals if they register each animal with the Association within 30 days of approval of this rule. A determination by the Board that an animal or pet kept or harbored in a Home or on a Homesite is a nuisance or a danger shall be conclusive and binding on all parties. When written notice of removal of any pet is given by the Board, the pet shall be removed within 7 calendar days of receipt of the notice or the homeowner will be subject to legal action and a fine of \$25 per day until the animal is removed.
 - b. No pet or animal shall be “tied out” on the exterior of the Home or in a Common Area, or left unattended in a yard or on a balcony, porch, garage or patio.
 - c. No dog runs or enclosures shall be permitted on any Homesite.
 - d. All pets shall be walked on a leash and it is the responsibility of the owner to maintain control over their animal at all times.
 - e. No pet shall be permitted outside a Home except on a leash.
 - f. It is the responsibility of the pet owner to ensure all solid matter deposited by their pets be removed immediately from Homesites and

common areas. This includes immediate removal on the pet owners Homesite to ensure adjacent homeowners can enjoy being outside on their properties. The person walking the pet or the Owner must carry a cleanup bag. Each Owner shall be responsible for the activities of its pet(s).

- g. Notwithstanding anything to the contrary, seeing-eye dogs shall not be governed by the restrictions contained in this section.
- h. No feeding of alligators or other wild animals is allowed.

12. NUISANCES.

- a. No nuisance or any use or practice that is the source of unreasonable annoyance to others, or which interferes with the peaceful possession and proper use of the Properties is permitted.
- b. No firearms, *BB guns, air or pellet guns, paintball or archery equipment* shall be openly discharged, *carried or displayed except by authorized law enforcement or security officers* within the Properties.
- c. Nothing shall be done or kept within the Common Area, Homesite or Home which will increase the rate of insurance to be paid by the Association.
- d. *No unlicensed motorized Go carts, scooters, motorcycles, all terrain vehicles, or similar vehicles) shall be operated on any sidewalk, roadway, parking lot or community property. Licensed vehicles, golf carts or similar vehicles may be operated only on roadways by licensed operators. Children's battery operated toy cars may be operated on the sidewalks only while under the supervision of an adult. Motorized lawn equipment may be operated on the homeowner's property only.*

13. CHILDREN'S USE OF FACILITIES.

- a. Parents shall be responsible for all actions of their minor children at all times in and about the Properties.
- b. The Association shall not be responsible for any use of the facilities by anyone, including minors.

- 14. RULES AND REGULATIONS.** Each Owner and other persons shall comply with and use the Common Area and areas within the Properties in accordance with the Declaration and Rules, Regulations and Standards promulgated in accordance with the Declaration.

15. **COMMUNITY STANDARDS.** Each Owner shall comply with those portions of the Community Standards applicable to it.

16. **OBSTRUCTIONS.**

- a. The sidewalks, entrances, passages, roadways, boat ramps, drainage facilities, *right of ways* and all other Common Areas may not be obstructed, encumbered or used by Owners for any purpose other than the purpose for which they were designed.
- b. Owners/Residents or Guests may not obstruct sidewalks with vehicles when they are parked in their driveways.

17. **COMMON AREA.**

- a. The Common Area shall be used in accordance with the Declaration and Rules and Regulations promulgated relating thereto. All persons using the Common Area shall do so at their own risk.
- b. No water bodies shall be altered except in accordance with appropriate governmental approvals.
- c. All Owners, occupants, lessees and others within the Properties assume the risk associated with waterways and pools *and shall assume that all lakes and pools are inhabited by alligators and other dangerous reptiles.*
- d. No fishing, boating or swimming is permitted on or in the lakes and waterways.
- e. The Association shall not be responsible for any loss or injury suffered relating to any water body or pool, and is not obligated to erect any fences around such water bodies or pools.

18. **PERSONAL PROPERTY.**

- a. All personal property of occupants shall be stored within the Home *or within a fenced or screened area as approved by the ACC.*
- b. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Area, Homesite or Home which is unsightly or which interferes with the comfort and convenience of others.

19. GARBAGE CANS.

- a. Trash collection and disposal procedures established by the Association shall be observed.
- b. No outside burning of trash or garbage is permitted.
- c. No garbage cans, supplies or other similar articles shall be maintained on any Homesite so as to be visible from outside the Homesite. *As per Palm Beach County Ordinance 96-9, the placement of garbage cans and other refuse containers curbside for trash pickup prior to 6:00pm the day before a regularly scheduled pickup is prohibited. Plastic garbage bags may not be placed curbside any earlier than 6:00am on the day of pickup. Additionally, the Ordinance requires all refuse containers to be removed from the pickup area the same day as collection is made. Curbside refers to that area between the sidewalk and the concrete gutter adjoining the roadway and does not permit any yard trash, garbage or recycles to be placed on the roadway.*
- d. Subject to the provision of F.S 163.04 to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article shall be shaken, hung, or exposed so as to be visible outside the Homesite.
- e. *Landscaping waste shall not be placed on the sidewalk or in the street at any time. Landscape contractors must remove landscape waste when it is created or move it to the side of the home for later removal. Residents may place their landscape waste curbside no earlier than 2 days prior to the day landscape waste is normally scheduled to be removed.*

20. CONTROL OF CONTRACTORS. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of the Association.

21. DOMESTIC EMPLOYEES. Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas. Owners/Resident who employs domestic help to supervise their children must fill out a form and file with the Management Office. The form must be complete with Owner/Resident's name and address, and domestic employee's name and address. Management must be advised as to who is responsible for supervision of the Owner/Resident's children under sixteen (16) years of age.

22. PARKING. The parking facilities shall be used in accordance with the regulations adopted by the Association.

- a. Owner/Resident's vehicles must be parked in the garage or driveway.
 - b. No parking on any swale areas, except when specifically authorized by the Association as to time and location.
 - c. If circumstances require parking a vehicle(s) beyond 2:00am, for up to 3 days, written permission must be *requested by calling the Management Office or the gatehouse with the vehicle license number, description of the vehicle/s, and the reason for the request.* This permission must be obtained before a vehicle will be allowed to be parked overnight either at the Club House or on any Property within the Association. *Written permission to park overnight beyond 3 days, and up to 14 days, must be obtained from the Management office. Permission to park a car(s) overnight for more than 14 days must be obtained in writing from the Board of Directors.*
 - d. No vehicle *or part of a vehicle* which cannot operate on its own power will be allowed to remain on the Properties for more than 12 hours except in the garage of a home.
 - e. No repair, except emergency repair, of vehicles shall be made within the properties except in the garage of a home.
 - f. No commercial vehicle, recreational vehicle, boat or may be kept in the Properties except in the garage of a home. The term "commercial vehicle" shall not be *deemed* to include recreational or utility vehicles (i.e. Broncos, Blazers, Explorers etc.) up to 21'5" or clean non-working vehicles such as pick-up trucks, vans or cars if they are used by the owner on a daily basis for normal transportation. Vehicles with signs shall be considered a commercial vehicle, regardless of vehicle type, and must be kept in the garage.
 - g. *No cars with tarps or other coverings may be stored on the driveway without written approval by the Board of Directors.*
23. **COOKING.** No cooking shall be permitted, nor shall any goods or beverages be consumed on Common Area except in areas designated for those purposes by the Association.
24. **SUBSTANCES.** No inflammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substances shall be kept on any Homesite or in any Home, except those which are required for normal household use.

25. **PROTECTION.** In the event a Home will be unoccupied for *more than 21 days during hurricane season (June 1 through November 30)* the Home must be prepared prior to departure by:
- a. Notifying the Association in writing.
 - b. Designating a responsible firm or individual to prepare prior to the storm and care for the Home after the storm, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name, address and telephone number of the designee must be furnished to the Association. Such firm or individual must contact the Association for permission to install or remove approved shutters or enclosures. The association has no responsibility of any nature relating to any unoccupied Homesite.
 - c. *During hurricane season (June 1 through November 30) a homeowner away from the property may close or erect hurricane shutters for a period, not to exceed 14 days.*
26. **COMMERCIAL ACTIVITY.** Except for normal construction activity and sale and resale of Homesites and operation of the Club, no commercial or business activity shall be conducted in any Home or within the Properties. No Owner may actively engage in any solicitations for commercial purposes within the Properties. No solicitors of a commercial nature shall be allowed on the Properties without the prior written consent of the Association. No garage sales are permitted.
27. **COMPLETION AND SALE OF UNITS.** Neither the Owners nor the Association, nor their use of the Properties or Club, shall interfere with the completion and sale of *homes* within the Properties.
28. **STANDARDS AND RULES.** The Association, through the Board, shall have the right to promulgate and impose further Rules and thereafter modify, alter, amend, implement, clarify, rescind and augment any of these Rules and Regulations or any of the same with respect to the use, operation and enjoyment of all or a portion of the Properties, the Common Area, and any improvements located thereon (including, but not limited to, establishing reasonable fees for the use of Common Areas and establishing hours and manner of operation).

II. ARCHITECTURAL CONTROL COMMITTEE

ARCHITECTURAL CONTROL RULES, REGULATIONS AND STANDARDS

1. A Ten Dollar (\$10.00) application fee must accompany all alteration applications.
2. Alteration applications must be submitted for ANY proposed improvement or material change to exterior of Home or lot.
3. No above-ground propane tanks are allowed for any reason, excluding barbecue grills.
4. No planting allowed in any Lake Easement or Common Area, unless approved by the Architectural Control Committee and/or Appropriate Agency.
5. The removal of trees must be approved by the A.C.C. No trees are to be planted between the sidewalk and the street. Planting of Ficus trees is prohibited except in the case of hedges, which requires A.C.C. approval.
6. Dead trees and plants must be removed from property.
7. Fences must be white aluminum only, and must be no higher than five feet (5').
8. Screen enclosures must be of white aluminum only. No flat roofs are permitted.
9. Driveways may be sealed only with clear coat so as not to change the color.
10. Painting of a Home must be one of the approved Community Color Schemes and requires A.C.C. approval. These color schemes are available from the Management Office.
11. Mailboxes are to be maintained in good repair. Mailboxes must be painted Ivory Vapor color.
12. Landscaping at base of mailboxes:
 - Landscaping around mailbox must be maintained at a height not to exceed the first band of the mailbox.
 - No vines are allowed to cover the mailbox.
 - Landscaping must be kept tidy.If guidelines regarding landscaping at the base of the mailbox are not followed, Owner/Resident will be required to remove plantings.

13. Satellite Dish installation requires A.C.C. approval.
14. Roof must be kept clean. No painting of roofs is allowed.
15. Basketball Hoops:
 - Basketball hoops of the permanent type are NOT allowed.
 - Basketball hoops must be of the portable style.
 - Basketball hoops must be kept in good order.
 - Basketball hoops must be placed at the midpoint of the driveway between the house and the sidewalk, but not placed within five feet (5') of the sidewalk.

If these guidelines are not followed, Owner/Resident will be required to remove the basketball hoop.
16. Owners may replace existing landscape materials with new plant materials of the same or similar species and similar size without A.C.C. approval. Any other landscape change must be submitted to A.C.C. for approval.

III. GENERAL RULES AND REGULATIONS

A. RESPONSIBILITY.

1. With respect to the use of Association Property, including the Recreation Areas or equipment therein, an Owner/Resident shall be held responsible for the actions and conduct of their family members, guests, and invitees. Decorum/good conduct and safety shall be observed and strictly enforced.
2. Any damage to Association Property, or equipment therein, which is caused by an Owner/Resident or family member, guest, or invitee of the Owner/Resident shall be repaired or replaced at the expense of the Owner/Resident.
3. The use of *Association property* by persons other than Owner/Resident or family members, guest, or invitees of the Owner/Resident is strictly prohibited. Unauthorized use shall be at the risk of those involved and not, in any event, the risk of the Association or its manager.
4. The Association shall not be responsible for any personal injury or any loss or damage to personal property while on or using *Association property*, regardless of where such property is kept, checked, left or stored on the premises.

B. GENERAL USE RESTRICTIONS.

1. The Recreational Areas shall be solely for the use of the Owner/Resident and its family members, *overnight house* guests, or invitees (*guests for the day*) subject to the provisions of the Association Documents. The Owner/Resident must be present when their invitees *or house guests under 12* are using the recreational areas. *The Owner/Resident need not be present when their overnight guests are using the recreational areas. The office must be notified in advance and shall be provided the names and length of stay.*
 - (a) No Personal Trainers or Instructors shall be allowed in any Recreational Areas, including the gym, basketball court, tennis court, or the pool unless accompanied by *an* Owner/Resident.
 - (b) Personal Trainers must provide a Certificate of Insurance naming **Boca Isles South POA** as additional insured.
 - (c) Invitees must be accompanied by *an* Owner/Resident, and are only allowed to use the exercise room between the hours of 9:00am and 6:00pm. *Overnight house guests may use the exercise room at all times.*
 - (d) Owners/Residents should register their live-in domestic help with the management office in writing, including their position with the Owner and Owner's name and address.
2. No pets of any kind are permitted on or within the Recreational Areas.
3. All bicycles must be parked in the designated bicycle rack.
4. The walkways and entrances of the Recreational Areas and facilities shall not be obstructed or used for any purpose other than ingress and egress.
5. *No parties or cooking are allowed in the parking lot without the specific permission of the Board of Directors.*

C. CLEANLINESS.

1. It is prohibited to litter or cause debris to be put *on or* in any Association property including Recreational Areas. Owners/Residents, guests and invitees shall use designated trash containers or remove all rubbish, garbage, trash, refuse or other waste material generated during their respective use within any recreational facilities or other Association Property..

2. No personal articles shall be allowed to stand overnight on any of the Association Property.
3. No garbage cans, *bags, supplies, water bottles or other articles*, other than those provided by the Association shall be placed or left within the Association Property including Recreational Areas.

IV. GENERAL USE OF RECREATIONAL AREAS

A. CLUB HOUSE.

1. No pets of any kinds are permitted in the Club House, *Tennis Courts, Pool, Tot Lot or Basketball Court*.
2. Alcoholic beverages are only allowed in the main room of the clubhouse during specifically scheduled parties or functions of the Association, and/or during reserved private parties. No alcoholic beverages are allowed in any other area of the clubhouse or Recreational Areas including, but not limited to, the gym, pool, pool deck, cabana area, tennis and basketball courts and all game room areas. **As per State Statute, alcoholic beverages can only be served to and/or consumed by persons over the age of twenty-one (21).**
3. Loitering is not permitted in any Common Areas, including but not limited to *the parking lot, tot lot*, gym, pool, pool deck, cabana area, tennis and basketball courts and all game room areas.
4. Smoking is not allowed in the clubhouse, under the clubhouse entrance canopy, in any Recreational Area, including but not limited to the gym, pool, pool deck, cabana area, tennis court, basketball court, *tot lot* and all game room areas or in any other Association structure.
5. NO ILLEGAL SUBSTANCES WILL BE ALLOWED ANYWHERE ON COMMUNITY PROPERTY.
6. Abusive language to residents, guests, *invitees* or employees will result in eviction from the Club House *and other Recreational Areas* and possible removal of common areas privileges.
7. Boca Isles Property shall not be removed from the clubhouse, any common area or recreational area including pool, pool deck, cabana area, tennis or basketball courts and all game room areas.

8. No roller skating, skateboarding, rollerblading, bicycling, or scootering is allowed on the pavers in front of the Club House. Bicycles must be walked up to the bicycle rack.
9. Parking is permitted only in designated areas, which are the Club House parking lot and Club House side of Ocean Key Drive between the Enclave and Reserve signs, when the Club House parking lot is full. In the case of private functions or community-sponsored functions, the guard at the gate will provide guests with a map showing the overflow parking area.
10. Correct dress is required at all times. No wet bathing gear *is allowed* in the Club House. Shoes and cover-ups or shirts must be worn.
11. *Resident* children and *their guests and invitees* between twelve (12) and seventeen (17) years of age are allowed to use the facilities (excluding the exercise room) without adult supervision. *Resident children are allowed no more than three (3) guests or invitees under the age of 18 in the clubhouse or in any recreational area.* Residents are responsible for resident children and their guests and invitees.
12. *Resident* children *under* twelve (12) and *their guests and invitees* are *only* allowed to use the Club House facilities (excluding the exercise room) until 6:30pm Monday through Friday, and until closing on Saturday and Sunday. They may use the basketball and tennis courts without adult supervision *and are allowed no more than three (3) guests or invitees-*
13. Children *under eight (8)* are permitted in the Club House only if accompanied by an adult until 6:30pm Monday through Friday, and until closing on Saturday and Sunday. They must be accompanied by a parent when using the basketball and tennis courts.

B. RESERVATIONS SCHEDULE FOR CARDS/ACTIVITY ROOMS -- MAIN CLUB HOUSE.

1. Duly scheduled Board or Committee Meetings take *precedence* over games/activities *in scheduling* use of card/activity rooms.
2. Reservations for use of the card/activity rooms shall not be made earlier than two (2) days before requested date and time of game or activity.
3. Request specific room to be reserved.
4. Names of all players/activity participants shall be given to the attendant at the time of the reservations.

5. Players from the same group may not reserve the same time slot each week or day of the week, unless there are no other reservations requested.
6. Unassigned rooms may be reserved by a member of the same group each week only if another group has not reserved the room. If two (2) or more groups wish to utilize the room each week, on the same day and at the same time, the groups will be alternated on a weekly, bi-weekly, or monthly basis dependent upon number of groups requesting the room.
7. All card games/activities must be completed and the room cleaned and vacated no later than ten (10) minutes prior to closing time of the Club House. Example: Mondays, the game/activity room(s) must be vacated by 11:50pm.
8. Use of the Card/Activity Rooms shall also be governed by all other applicable Rules and Regulations adopted by the Board, including but not limited to those concerning the "General Use of Association Property and Recreational Areas."

C. EXERCISE ROOM.

1. No one under sixteen (16) years of age is permitted in the exercise room *except under the supervision of a parent. Children between the ages of 14 and 16 may enter the exercise room and use the exercise equipment only under the direct supervision of an adult **and only after a parent has signed a waiver of liability as required by our insurance company. No child under the age of 14 is permitted in the exercise room at any time.***
2. No food is permitted in the exercise room.
3. Athletic shoes (*not sandals or opened toed shoes*) and appropriate attire must be worn in the exercise room.
4. Disinfectant will be supplied by the Association, and is to be used to wipe the equipment down after each use. Residents must bring a clean towel with them and use it to clean the equipment.
5. No personal music devices are allowed without earphones.
6. Only registered live-in domestic help will be allowed in the exercise room.

7. A resident may not have more than 2 guests or invitees at a time.

D. POOL TABLE.

1. Each game is reserved for thirty (30) minutes and players must sign up in the registry book to commence play and sign out when play is completed. If there are no other players waiting, the players may play for another thirty (30) minutes. If, during the second thirty (30) minutes of play, more players arrive, the first group must give up the table immediately at the end of the game they are currently playing.
2. No food or drink is allowed in the proximity of the playing area at any time.
3. Owners/Residents must accompany and participate with their *invitees*.

E. PING PONG TABLE.

1. Each game is reserved for thirty (30) minutes, and players must sign up in the registry book to commence play and sign out when play is complete. If there are no other players waiting, the players may play for another thirty (30) minutes. If, during the second thirty (30) minutes of play, more players arrive, the first group must give up the table immediately at the end of the game they are currently playing.
2. No food or drink is allowed in the proximity of the playing area at any time.
3. Owners/Residents must accompany and participate with their *invitees*.

F. FOOSBALL TABLE.

1. Each game is reserved for thirty (30) minutes, and players must sign up in the registry book. If there are no other players waiting the players may play for another thirty (30) minutes. If, during the second thirty (30) minutes of play more players arrive, the first group must give up the table immediately at the end of the game they are currently playing.
2. Owners/Residents must accompany and participate with their *invitees*.

G. POOL AREA USE.

1. **ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK.**
The Association and its Board assumes no responsibility for any accident or personal injury or for any loss or damage to personal property arising out of, or in connection with the use of the pool and/or pool area. Persons using the pool or pool area agree not to hold the Association or the Board liable for actions of any nature occurring within the pool area.
2. Swimming in the pool and use of the Jacuzzi is permitted from 9:00am to Dusk. All children under 18 must leave the pool area at dusk unless accompanied by an Owner/Resident or supervising adult. Pool lights shall be turned off no later than 10:00pm at which time all adult residents, guests and invitees must leave.
3. All persons twelve (12) years of age or younger shall be accompanied by an Owner/Resident or supervising adult.
4. Rafts and similar flotation devices, *soft foam or inflatable balls, snorkeling (but not scuba) equipment, swimming fins and other play or exercise equipment* shall be permitted in the pool provided they are not endangering others in or near the pool.
5. Children under sixteen (16) are not allowed in the Jacuzzi *at any time*.

CODE OF CONDUCT FOR THE POOL AREA

1. No nude swimming shall be allowed at any age. Children wearing diapers must wear rubber leak-proof pants or Swimees designed for pool use while in the pool.
2. No alcoholic beverages are allowed in any recreational area including the pool.
3. No smoking is allowed in any recreational area including the pool or pool deck area around the pool.
4. **NO ILLEGAL SUBSTANCES WILL BE ALLOWED ANYWHERE IN THE COMMUNITY.**
5. No roller skates, skateboards, roller blades, bicycles, scooters *etc*, shall be permitted in the pool area.

6. No running, pushing, dunking, rough play, profane language, diving or jumping in the pool shall be permitted.
7. **ALL CHILDREN UNDER FIVE (5) YEARS OF AGE MUST BE ACCOMPANIED BY AN ADULT EIGHTEEN (18) YEARS OR OLDER WHILE IN THE POOL!**
8. No radios, tape or CD players or portable televisions shall be permitted in the pool area without the use of headphones

HEALTH AND SAFETY CONSIDERATIONS

1. All users shall shower before entering the pool.
2. No soaps or shampoos shall be used at the pool-side shower.
3. Persons wearing bandages or having colds, coughs, inflamed eyes, infections or open sores shall not use the pool.
4. No glass containers or other breakable objects shall be permitted within any area of the cabana, pool or *Jacuzzi*.
5. All belongings shall be removed when the user is leaving the pool area. The Association and its Board shall not be responsible for any belongings lost or stolen.
6. All rubbish, garbage, trash, refuse or other waste materials shall be placed inside the container provided for this purpose in the pool area or removed from the pool area.
7. A three-foot (3') walking area shall be maintained around the pool at all times. Additionally, walking areas around and through the pool shall not otherwise be blocked.
8. In accordance with health department regulations, no food or drink is permitted *within three (3') feet of the Jacuzzi*.
9. Maximum number of persons allowed in the pool at any one time is thirty-nine (39).

USE OF POOL FURNITURE AND EQUIPMENT

1. Pool furniture shall not be removed from the pool area.
2. Pool furniture shall not be reserved for anyone not in the pool area.

3. Pool furniture and equipment shall not be modified, altered, or changed in any manner.
4. Towels shall be placed on pool furniture when in use.

USE OF THE POOL AREA SHALL ALSO BE GOVERNED BY ALL OTHER APPLICABLE RULES AND REGULATIONS ADOPTED BY THE BOARD, INCLUDED BUT NOT LIMITED TO THOSE CONCERNING THE “GENERAL USE OF ASSOCIATION PROPERTY AND RECREATIONAL AREAS.”

H. RULES FOR THE TENNIS COURTS.

1. PLAYERS SHALL PLAY AT THEIR OWN RISK.

2. TENNIS COURT USE.

- (a) The tennis courts are open for play from 7:00am to 11:00pm.
- (b) During morning hours 7:00am to noon, players shall maintain low noise levels. Professional lessons shall not be given during prime playing hours, 6:00pm to 8:00pm Monday through Friday; 8:00am to Noon Saturdays, Sundays and Holidays.
- (c) Play shall be limited to one-and-a-half (1-1/2) hours for double play, and one (1) hour for singles play. Play may continue *in 30 minute intervals* providing no other players are waiting at the expiration of the preceding time limits.
- (d) Instructors can only use the courts to teach Owners/Residents.
- (e) All instructors must provide a certificate of insurance naming **Boca Isles South POA** as additional insured.
- (f) Owners/Residents must accompany and participate with their *invitees*.

3. SPECIFIC TENNIS COURT USE RESTRICTIONS.

- (a) The tennis courts are restricted to the playing of tennis only.
- (b) No one shall be permitted on the tennis courts except those persons playing tennis.

- (c) Roller skates, skateboards, roller blades, bicycles, scooters, balls other than tennis balls and other play or exercise equipment shall be prohibited on the tennis courts.
- (d) Children *eight (8)* years of age and younger shall be accompanied by an adult and shall not disrupt the play of others.
- (e) Children from *eight (8)* years of age and older shall be allowed to use the tennis courts without supervision as long as they comply with the general rules.
- (f) No food shall be permitted on the tennis courts.
- (g) No alcoholic beverages are allowed in any recreational area, including the tennis courts.
- (h) No smoking is allowed in any recreational area, including the tennis courts.
- (i) NO ILLEGAL SUBSTANCES WILL BE ALLOWED ANYWHERE IN THE COMMUNITY.
- (j) All belongings shall be removed from the tennis courts when play is complete. The Association and its Board shall not be responsible for belongings lost or stolen.

4. CODE OF CONDUCT FOR THE TENNIS COURTS.

- (a) Boisterous or profane language shall not be used by players or spectators.
- (b) Walking behind the playing area while a point is being played shall be prohibited.
- (c) Entering or leaving a court shall occur when the play of others is between points.
- (d) Only proper tennis attire and shoes shall be worn. No swimsuits shall be allowed. Only sneakers shall be worn on the tennis courts. Black-soled sneakers shall not be permitted.

THERE MAY BE A TENNIS COMMITTEE CONSISTING OF RESIDENTS WHO ARE FAMILIAR WITH THE GAME OF TENNIS. THE TENNIS COMMITTEE SHALL SUPERVISE THE USE OF THE COURT AND BRING ALL PROBLEMS THAT MAY ARISE TO THE ATTENTION OF THE BOARD. ALL SPECIAL EVENTS, LESSONS AND PLANNED ACTIVITIES SHALL BE SCHEDULED AND APPROVED THROUGH THE TENNIS COMMITTEE.

5. IF A RESERVATION SCHEDULE IS MAINTAINED, THE FOLLOWING SHALL APPLY:

- (a) Reservations for play shall not be made earlier than the day before the requested time.
- (b) Names of all players shall be posted with the requested time.
- (c) Players shall not reserve more than one time slot. Any duplicate reservations shall not be honored until all other players have played.
- (d) Unassigned court time may be signed up for by the same players on the same day.
- (e) Court time shall be forfeited if players do not show up within ten (10) minutes of the reserved time.
- (f) If the court loses playability during a reserved tie, playing time shall not be extended if other players are waiting or have reservations.

USE OF THE TENNIS COURTS SHALL ALSO BE GOVERNED BY ALL OTHER APPLICABLE RULES AND REGULATIONS ADOPTED BY THE BOARD, INCLUDING BUT NOT LIMITED TO, THOSE CONCERNING THE "GENERAL USE OF ASSOCIATION PROPERTY AND RECREATIONAL AREAS."

I. RULES FOR THE BASKETBALL COURT.

1. PLAYERS SHALL PLAY AT THEIR OWN RISK.

2. BASKETBALL COURT USE.

- (a) The basketball court is open for play from 8:00am to 11:00pm.
- (b) During morning hours (8:00am to Noon), players shall maintain low noise levels.

- (c) Play shall be limited to one (1) hour. Play may continue providing no other players are waiting for the court at the expiration of the time limit.

3. SPECIFIC BASKETBALL COURT USE RESTRICTIONS.

- (a) The basketball court use is restricted to the playing of basketball only.
- (b) No one shall be permitted on the basketball court except those persons playing basketball.
- (c) Roller skates, skateboards, roller blades, bicycles, scooters, balls other than tennis balls and other play or exercise equipment shall be prohibited on the basketball court.
- (d) Children *eight (8)* of age and younger shall be accompanied by an adult, and shall not disrupt the play of others.
- (e) Children from *eight (8)* years of age and older shall be allowed to use the basketball court without supervision as long as they comply with the general rules.
- (f) No food shall be permitted on the basketball court.
- (g) No alcoholic beverages are allowed in any recreational area, including the basketball court area.
- (h) No smoking is allowed in any recreational area, including the basketball court area.
- (i) NO ILLEGAL SUBSTANCES WILL BE ALLOWED ANYWHERE IN THE COMMUNITY.
- (j) All belongings shall be removed from the basketball court when play is complete. The Association and its Board shall not be responsible for belongings lost or stolen.

4. CODE OF CONDUCT FOR THE BASKETBALL COURT.

- (a) Boisterous or profane language shall not be used by players or spectators.

- (b) Only proper basketball attire and shoes shall be worn. No swimsuits shall be allowed. Only sneakers shall be worn on the basketball court.

5. IF A RESERVATION SCHEDULE IS MAINTAINED, THE FOLLOWING SHALL APPLY:

- (a) Reservations for play shall not be made earlier than the day before the requested time.
- (b) Names of all players shall be posted with the requested time.
- (c) Players shall not reserve more than one time slot. Any duplicate reservations shall not be honored until all other players have played.
- (d) Unassigned court time may be signed up for by the same players on the same day.
- (e) Court time shall be forfeited if players do not show up within ten (10) minutes of the reserved time.
- (f) If the court loses playability during a reserved time, playing time shall not be extended if other players are waiting or have reservations.

USE OF THE BASKETBALL COURT SHALL ALSO BE GOVERNED BY ALL OTHER APPLICABLE RULES AND REGULATIONS ADOPTED BY THE BOARD, INCLUDING BUT NOT LIMITED TO, THOSE CONCERNING THE "GENERAL USE OF ASSOCIATION PROPERTY AND RECREATIONAL AREAS."

V. PARTY RULES AND REGULATIONS

CLUB HOUSE MAIN ROOM AND POOL AREA RULES AND REGULATIONS

A. PRIVATE PARTIES

1. A service fee of Two Hundred Dollars (\$200.00) must be paid upon booking the Club House main room. An attendant is provided for up to six hours and is covered by the \$200.00 fee. A cancellation fee of Fifty Dollars (\$50.00) will be charged if not canceled prior to thirty (30) days in advance. If the party runs over six (6) hours, there will be a charge of Thirty Dollars (\$35.00) per hour in One-Half (1/2) hours increments for the attendant. Maximum number of guests is One Hundred (100).
2. A security deposit of Two Hundred Fifty Dollars (\$250.00) is required upon booking of each function. This deposit will be refunded three (3) weeks after the event, provided all inventories are intact and no damage has occurred. If there is property damage, the cost of repairs and/or replacement will be deducted from the security deposit or paid out-of-pocket. The Owner/Resident renting the Club House main room is responsible for the party preparations, supervision of all guests, and total cleanup.
3. **CHILDREN'S PARTIES:** A service fee of Seventy-Five Dollars (\$75.00) must be paid upon booking the Club House main room for a party for children less than twelve (12) years of age. The hours are to be from 11:00am to 3:00pm. Maximum number of children is fifty (50). At least one (1) adult per each ten (10) children must be present to supervise the party.
4. The designated area for parking is the parking lot adjacent to the Club House. If the number of vehicles exceeds the amount of space in the Club House parking lot, then parking will be allowed on the Club House side of Ocean Key Drive between the Enclave and Reserve signs. The security guard at the gate will provide each guest with a map showing the overflow parking area.
5. **TEENAGE PARTIES** Any party for children between the ages of twelve (12) and eighteen (18) years of age must be under the supervision of an Owner/Resident. *If the party is an Evening Party (see Item 7 below), a uniformed off duty sheriff' or police officer (not a security guard) is required.* The Owner/Resident will be responsible for the enforcement of all Rules and Regulations *and if the party is an Evening Party, must present proof at least 48 hours before the party*

that a uniformed off duty sheriff' or police officer (not a security guard) has been hired to be in attendance for the entire evening.

6. Any function held will be conducted in accordance with the documents of the Homeowners Association. The Club House is the property of **Boca Isles South POA**. There must be an attendant present during the entire function to ensure that the Club House rules are complied with.
7. **EVENING PARTIES:** 5:30pm to 1:00am.
DAYTIME PARTIES: 9:00am and 4:30pm (not to conflict with any pool party).
8. No Club House main room private parties will be held on holidays such as: New Years, Mother's Day, Father's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving or Christmas.
9. Reservations may be made no earlier than six (6) months prior to the function, and no later than sixty (60) days prior to the date of the function. **Boca Isles South** Board of Directors and Committees have priority on the use of facilities. Private functions will be posed in the newsletter.
10. Alcoholic beverages are only allowed on premises within the Club House main room during reserved parties and committee-sponsored parties that are open to all residents. No alcoholic beverages are allowed in any recreational area, including but not limited to: gym, pool, pool deck, cabana area, tennis court, basketball court, and all game room areas. As per state law, no alcoholic beverages are to be served to anyone under twenty-one (21) years of age.
11. No smoking is allowed inside any part of the Club House. No smoking is allowed in any recreational area including, but not limited to: gym, pool, pool deck, cabana area, tennis court, basketball court, and all game room areas. As per state law, no one under the age of eighteen (18) is allowed to smoke on community property.
12. Liquor Liability Insurance must be provided as well as proof of Homeowner's Insurance by the Renter. The **Boca Isles South POA** must be named as additional insured on the policy.
13. Only Owners/Residents living within **Boca Isles South** may book the Club House facilities for private parties.

- 14. Payment is due upon reserving the Club House main room. If a bad check is received, the Owner/Resident is responsible for all charges incurred, and if not paid will be brought before the Fining Committee for disposition.
- 15. A list of reservation requests will be kept of residents planning to use the Club House on the same day. They will be notified if a cancellation occurs, and will be given the option (on a first-come, first-served basis) of reserving the main room.
- 16. Confirmed reservations will be accepted from 9:00am to 4:00pm, Monday through Friday.

I have read and do hereby agree to abide by these Rules and Regulations. If the party goes beyond six (6) hours (but not past 1:00am), I agree to pay the attendant at the rate of Thirty Dollars (\$30.00) per hour in One-Half (1/2) hour increments. I further agree that any and all damages not indicated on the attached checklist will be my full responsibility, and I agree to reimburse the Association for full cost of the restoration.

Resident: _____
(PRINT NAME)

(Signature)

Date: _____

Witness: _____
(PRINT NAME)

(Signature)

Date: _____

BOCA ISLES SOUTH POA, INC.

PARTY CONTRACT FOR USE OF CLUB HOUSE MAIN ROOM

DATE: _____

I, _____, request to have a party in the main room of the Club House for _____ on _____ from _____ to _____ (no later than 1:00am).

Form of entertainment: _____
I understand that if music is played, it will be kept at a minimum level.

I am expecting _____ guests (maximum 100).

I understand that the only decorations are tabletop decorations. If tabletop decorations are used, I am responsible for removing decorations without causing any damage. I understand that all residents and guests under the age of eighteen (18) must be supervised by a **Boca Isles South** Owner/Resident. I understand that the vehicles must not block the streets. The designated area for parking is the parking lot; then parking will be allowed on the Club House side of Ocean Key Drive between the Enclave and Reserve signs. Guests will be provided a map showing the overflow parking area by the security guard at the gate.

I agree that I am responsible for collecting and bagging all trash, and placing it in the designated area. All furniture must be returned to its original position. I will have control over my guests at all times. I will be responsible for any damage caused by my family members, my guests, or myself. I understand and agree that a Certificate of Homeowners and Liquor Liability Insurance (where applicable) is required, and that **Boca Isles South POA** shall be listed as certificate holder and additional insured. Evidence of insurance must be provided thirty (30) days prior to date of function.

I understand that the Certificate of Insurance must provide general liability, personal injury, and property damages in the amount of \$_____. I understand that the Certificate of Homeowners Insurance is to be submitted no later than thirty (30) days prior to the function.

No cooking is allowed in the Club House with the exception of hot beverages. Cooking is to be done outside the building, but not in the pool area. A caterer must be licensed and insured, and proof of this must be provided ten (10) days prior to the function. If the function runs longer than six (6) hours, I understand that I must confirm with the attendant that he/she is willing to stay longer. I further understand that I will be billed an additional fee for the Club House attendant at the rate of Thirty Dollars (\$30.00) per hour in One-Half (1/2) hour increments.

I understand that at least one (1) hour before the end of the function, I must begin cleanup. All trash must be put in trash bags and placed in the designated area. After cleanup, renter and attendant will inspect the premises.

I understand that a security deposit of Two Hundred Fifty Dollars (\$250.00) is required, and that this check must be made payable to: **Boca Isles South POA**, and is required at the time of reservation. I agree that any costs for repairs or replacements and additional cleanup is the responsibility of the renter either through insurance or out-of-pocket. If management determines that there were no damages, and further cleanup is not necessary, then I will receive my deposit back by check from **Boca Isles South POA** within three (3) weeks.

Resident: _____
(PRINT NAME)

(Signature)

Date: _____

BOCA ISLES SOUTH POA, INC.

**CLUB HOUSE MAIN ROOM PARTY
EQUIPMENT AND FURNITURE CHECKLIST**

(TO BE CHECKED BEFORE AND AFTER THE FUNCTION)

I, _____ do hereby agree with the condition of the Club House Main Room equipment and furniture (list attached). Any equipment or furniture not in good condition is noted below. I further agree to put the equipment and furniture back as I found them, and that any damage to the rooms, floors, rugs, equipment, and/or furniture will be covered by the Two Hundred Fifty Dollar (\$250.00) deposit, or will be paid out-of-pocket.

Owner/Resident: _____
(Signature)

Date: _____

Management: _____
(Signature)

PLEASE NOTE CONDITION OF ALL FURNITURE AND EQUIPMENT, AND NOTE ANY BLEMISHES OR OTHER DEFECTS BELOW:

EQUIPMENT & FURNITURE CHECKLIST

(TO BE CHECKED BEFORE AND AFTER THE PARTY)

RECEPTION/FRONT AREA		BEFORE	AFTER
8	Wall Sconces	_____	_____
3	Armchairs	_____	_____
1	Wall Picture	_____	_____
2	Leather Chairs	_____	_____
4	Silk Planters	_____	_____
1	Glass Top End Table	_____	_____
1	Plastic Flower Arrangement	_____	_____
2	Large Vases	_____	_____
4	Small Vases	_____	_____
2	Glass Top Dining Room Tables	_____	_____
8	Dining Room Chairs	_____	_____
1	Credenza	_____	_____
1	Receptionist Desk	_____	_____
1	Receptionist Chair	_____	_____
	Lamp Stand	_____	_____
TV SITTING AREA		BEFORE	AFTER
4	Decorator Pieces - 3 colored glass, 1 stone	_____	_____
3	Silk Flower Arrangements	_____	_____
3	Small Vases	_____	_____
2	Armchairs	_____	_____
2	Lamp Stands	_____	_____
1	Couch	_____	_____
2	Tall Potted Silk Palms	_____	_____
1	3-Piece Entertainment Center With Cabinet & Shelves	_____	_____
1	Large Screen TV	_____	_____
1	Chandelier	_____	_____
1	Coffee Table	_____	_____
2	Bookends (Rams Head)	_____	_____
LOUNGE AREAS		BEFORE	AFTER
1	Pool Table, Equipment & Cover	_____	_____
2	Leather Chairs	_____	_____
1	Leather Couch	_____	_____
1	Armchair	_____	_____

1	Small Vase	_____	_____
1	Coffee Table	_____	_____
2	End Tables	_____	_____
1	Sofa Table	_____	_____
2	Silk Potted Plants	_____	_____

KITCHEN AREA **BEFORE** **AFTER**

2	Faux Stone Decorator Pieces &	_____	_____
8	Bar Chairs	_____	_____
	Shaped Bar Counter	_____	_____
1	Built-in Area w/Sink	_____	_____
1	Microwave	_____	_____
1	Small Refrigerator w/Ice Maker	_____	_____
	Miscellaneous Dishes, Glasses	_____	_____
2	Candlesticks	_____	_____
1	Cookie Jar	_____	_____
2	Green Silk Arrangements in Basket	_____	_____

HALLWAY **BEFORE** **AFTER**

14	Pictures	_____	_____
7	Flower Wall Sconces	_____	_____
1	Sofa	_____	_____
1	Small Table	_____	_____

MEN'S RESTROOM/LOCKER ROOM **BEFORE** **AFTER**

2	Wall Pictures	_____	_____
2	Small Flower Arrangements	_____	_____
2	Small Square Padded Seats	_____	_____
1	Mirror	_____	_____
2	Shower Curtains	_____	_____
46	Lockers	_____	_____

LADIE'S RESTROOM/LOCKER ROOM **BEFORE** **AFTER**

2	Floral Wall Sconces	_____	_____
5	Wall Pictures	_____	_____
46	Lockers	_____	_____
2	Benches	_____	_____
1	Clock	_____	_____
2	Shower Curtains	_____	_____

BOCA ISLES SOUTH POA, INC.
PARTY FINANCIAL CONTRACT

RENTAL FEE: A **NON-REFUNDABLE** rental fee of Two Hundred Dollars (\$200.00) was paid by the Owner/Resident on Date _____

SECURITY DEPOSIT REQUIRED: A **REFUNDABLE** security deposit of Two Hundred Fifty Dollars (\$250.00) was paid by:

(Owner/Resident)
on Date _____ to cover any damages or any maintenance necessary for cleanup, etc., caused by the function.

CHECK # _____ AMOUNT\$ _____ FOR RENTAL FEE

CHECK # _____ AMOUNT \$ _____ REFUNDABLE
SECURITY DEPOSIT

(Owner/Resident Address)

Phone: Home _____ Work _____

Certificate of Insurance received from Owner/Resident attached? Yes _____

Certificate of Insurance and copy of license from caterer? Yes _____

I have read and hereby agree to abide by these Rules and Regulations. The party and cleanup must be completed no later than 1:00am. Cleanup must begin at least one (1) hour prior to the end of the party. If the party goes over six (6) hours, I agree to pay the attendant at the rate of Thirty Dollars (\$30.00) per hour in one-half (1/2) hour increments. I further agree that any and all damages not indicated on the checklist attached are my full responsibility, and I agree to reimburse the Association for the full cost of restoration. This cost will be deducted from the Security Deposit, and all security refunds will be returned no later than three (3) weeks after the function.

MANAGEMENT: _____
(signature)

DATE: _____

OWNER/RESIDENT: _____
(signature)

DATE: _____

BOCA ISLES SOUTH POA, INC.

CLUB HOUSE RENTAL WAIVER OF LIABILITY

THE UNDERSIGNED HEREBY agrees that any and all liability caused by, or arising from, any acts which may increase the hazard of susceptibility to loss on the described premises shall not be held against the BOCA ISLES SOUTH POA there from, and indemnify them for all losses, costs, expenses, and attorney fees in connection with the renting of the Boca Isles South Club House.

Resident: _____
(PRINT NAME)

(Signature)

Date: _____

Witness: _____
(PRINT NAME)

(Signature)

Date: _____

BOCA ISLES SOUTH POA, INC.

CLUB HOUSE RESERVATION FORM

OWNER/RESIDENT: _____

ADDRESS: _____

HOME PHONE: _____

WORK PHONE: _____

DATE FOR USE OF CLUB HOUSE: _____

TYPE OF FUNCTION: _____

HOURS REQUESTED: FROM _____ TO _____

NUMBER OF GUESTS (maximum 100): _____

TYPE OF FOOD: (CHECK ONE) HOT _____ COLD _____

WHAT ACCOMMODATIONS WILL BE MADE FOR FOOD?

WHAT TYPE OF DECORATIONS WILL BE USED (IF ANY)?

WHAT TYPE OF ENTERTAINMENT?

POOL PARTY RULES AND REGULATIONS

Pool Party hours are from 9:00am to Dusk (as summer and winter closing hours differ), and only one (1) party per day. Each party is to be located in the designated area for pool parties, which is the Cabana area (where the bar and soda machine are), and is to last only three (3) hours, Monday through Friday. No private parties can be held on weekends or the following holidays: New Years Day, Memorial Day, 4th of July, Labor Day, Halloween, Thanksgiving, Christmas, Mother's Day or Father's Day.

1. There is a *NON-REFUNDABLE* fee of One Hundred Dollars (\$100.00) to reserve the pool area.
2. A security deposit of Two Hundred Fifty Dollars (\$250.00) is due upon the booking of each function. This deposit will be refunded within three (3) weeks of the date of the party if it is determined by management that there was no damage, and no additional cleanup was required.
3. The maximum number of guests for a pool party is limited to twenty (20) children under the age of eighteen (18). There shall be a minimum of three (3) adult supervisors, including one (1) Resident.
4. No glass utensils or tableware are to be used in the pool area. Only tabletop decorations may be used and must be removed by Renter by the end of the function.
5. Only Owners/Residents residing in **Boca Isles South** may rent the Club House and pool facilities.
6. **A Certified Lifeguard must be present during all private pool functions.** All lifeguards must identify themselves as such. All lifeguards are required to show their certification I.D. A list of lifeguards can be obtained from the management office.
7. No smoking will be allowed in any pool area. No one under the age of eighteen (18) is allowed to smoke on community property as per state law. No smoking will be allowed inside any part of the Club House. No smoking will be allowed in any recreational area, including but not limited to: gym, pool, pool deck, cabana area, tennis court, basketball court, and all game room areas.
8. Alcoholic beverages are only allowed on premises within the Club House main room during reserved parties and committee-sponsored parties that are open to all residents. As per state law, no alcoholic beverages are to be served to anyone less than twenty-one (21) years of age.

9. No alcoholic beverages are allowed in any recreational area including, but not limited to: gym, pool, pool deck, cabana area, tennis court, basketball court, and all game room areas. No one may enter the main Club House during a pool party to consume alcoholic beverages.
10. The designated area for parking is the lot adjacent to the Club House. When the number of vehicles exceeds the capacity of the lot, then parking is allowed on the Club House side of Ocean Key Drive between the Enclave and Reserve signs. The security guard at the front gate will provide guests with a map indicating the overflow parking area.

ANY FUNCTION HELD SHOULD BE CONDUCTED IN ACCORDANCE WITH THE DOCUMENTS OF THE HOMEOWNERS ASSOCIATION. THE CLUB HOUSE IS THE PROPERTY OF **BOCA ISLES SOUTH POA**.

THERE MUST BE AN ATTENDANT ON DUTY TO ENSURE THAT THE CLUB HOUSE RULES ARE FOLLOWED.

BOCA ISLES SOUTH POA, INC.

POOL PARTY CONTRACT

DATE: _____

I, _____, request to have a POOL PARTY on _____. The party will be held from _____ to _____ in accordance with the 9:00am to Dusk rule, and will not exceed three (3) hours (or conflict with a party inside the Club House).

Form of entertainment: _____
I understand that if music is played, it will be kept at a minimum level.

I am expecting _____ guests (maximum 100).

I understand that the only decorations are tabletop decorations. If tabletop decorations are used, I am responsible for removing decorations without causing any damage. I understand and agree that all residents and guests under the age of eighteen (18) must be supervised by a **Boca Isles South** Owner/Resident. I understand and agree that the only designated area for pool parties is the Cabana area (where the bar and soda machine are).

I understand and agree that there are to be no glass containers or tableware to be used at any time for any purpose.

I understand and agree that the designated area for parking is the lot adjacent to the Club House. When the number of vehicles exceeds the capacity of the lot, then parking will be allowed on the Club House side of Ocean Key Drive between the Enclave and Reserve signs. Guests will be provided a map showing the overflow parking area by the security guard at the gate.

I agree that I am responsible for collecting and bagging all trash and placing it in the designated area. All furniture must be returned to its original position. I will have control over my guests at all times. I will be responsible for any damage caused by my family members, my guests, or myself. I also understand that the pool cannot be closed off, as this is a community pool and open to all Owners/Residents of **Boca Isles South**.

I understand and agree that a Certificate of Homeowners and Liquor Liability Insurance (where applicable) is required, and that **Boca Isles South POA** shall be listed as certificate holder and additional insured.

I understand that at least one (1) hour before the end of the function, I must begin cleanup. All trash must be put in trash bags and placed in the designated area. After cleanup, renter and attendant will inspect the premises.

I understand that a security deposit of Two Hundred Fifty Dollars (\$250.00) is required, and that this check must be made payable to: **Boca Isles South POA**, and is required at the time of reservation. I agree that any costs for repairs or replacements and additional cleanup is the responsibility of the renter either through insurance or out-of-pocket. If management determines that there were no damages, and further cleanup was not necessary, then I will receive my deposit back by check from **Boca Isles South POA** within three (3) weeks.

Resident: _____
(PRINT NAME)

Signature: _____

Date: _____

BOCA ISLES SOUTH POA, INC.

POOL PARTY FINANCIAL CHECKLIST

RENTAL FEE: A **NON-REFUNDABLE** rental fee of One Hundred Dollars (\$100.00) was paid by the Owner/Resident on Date: _____

SECURITY DEPOSIT REQUIRED: A **REFUNDABLE** security deposit of Two Hundred Fifty Dollars (\$250.00) was paid by:

(Owner/Resident)
on Date: _____ to cover any damages or any maintenance necessary for cleanup, etc., caused by the function.

CHECK # _____ AMOUNT \$ _____ FOR RENTAL FEE

CHECK # _____ AMOUNT \$ _____ REFUNDABLE SECURITY DEPOSIT

(Owner/Resident Address)

Phone: Home _____ Work _____

Certificate of Insurance received from Owner/Resident attached? Yes _____

Certificate of Insurance and copy of license from caterer? Yes _____

I have read and hereby agree to abide by these Rules and Regulations. The pool party and cleanup must be completed within the three (3) hour rental time. Cleanup must begin at least one-half (1/2) hour prior to the end of the pool party. When cleanup is complete, renter and attendant will inspect the premises. I further agree that any and all damages not indicated on the checklist attached are my full responsibility, and I agree to reimburse the Association for the full cost of restoration. This cost will be deducted from the Security Deposit or paid out-of-pocket. Security refund will be returned no later than three (3) weeks after the function.

MANAGEMENT: _____
(signature)

DATE: _____

OWNER/RESIDENT: _____
(signature)

DATE: _____

BOCA ISLES SOUTH POA, INC.

CLUB HOUSE RENTAL WAIVER OF LIABILITY

THE UNDERSIGNED HEREBY agrees that any and all liability caused by, or arising from, any acts which may increase the hazard of susceptibility to loss on the described premises shall not be held against the **BOCA ISLES SOUTH POA** there from, and indemnify them for all losses, costs, expenses, and attorney fees in connection with the renting of the **Boca Isles South** Club House.

Resident: _____
(PRINT NAME)

(Signature)

Date: _____

Witness: _____
(PRINT NAME)

(Signature)

Date: _____

BOCA ISLES SOUTH POA, INC.

POOL PARTY EQUIPMENT AND FURNITURE CHECKLIST
(TO BE CHECKED BEFORE AND AFTER THE PARTY)

I, _____ do hereby agree with the condition of the pool, deck, equipment and furniture listed below. Any equipment or furniture not in good condition is noted below. I further agree to put the equipment and furniture back as I found them, and that any damage to the pool, deck, equipment, and/or furniture will be covered by the Two Hundred Fifty (\$250.00) deposit, or will be paid out-of-pocket.

Owner/Resident: _____
(signature)

Date: _____

Management: _____
(signature)

PLEASE NOTE CONDITION OF ALL FURNITURE AND EQUIPMENT, AND NOTE ANY BLEMISHES OR OTHER DEFECTS BELOW:

ITEM	BEFORE	AFTER
1 Round Life Flotation Device With Rope	_____	_____
Padded Chairs	_____	_____
Bar Counter With Sink	_____	_____
Water Fountain	_____	_____
Paddle	_____	_____
Ceiling Fans	_____	_____
Soda Machine	_____	_____
Straight Back Chairs	_____	_____
Lounge Chairs	_____	_____
Table With Pole for Umbrella	_____	_____
Tables Without Umbrella Pole	_____	_____
Bar Stools	_____	_____
Umbrellas	_____	_____
Trash Receptacles	_____	_____
Small Round Tables	_____	_____
White Tall Outside Lights with Fixture in Ground	_____	_____
1 Fire Extinguisher	_____	_____

VI. GENERAL USE OF RECREATIONAL AREAS

Your Community, **Boca Isles South POA** (“BIS”), encourages the responsible use of electronic communications in order to allow you to share and enjoy information and knowledge. To these ends, BIS supports and provides to you electronic communications resources such as internet access and email.

SCOPE

This policy applies to any user of the BIS electronic communications resources, whether initiated from a computer located on or off Community property. This policy applies to the use of all Community electronic communication resources, whether centrally or locally administered. All users are responsible for reading and understanding this policy.

RIGHTS AND RESPONSIBILITIES

Your Community is the legal owner and operator of all electronic communications resources purchased or leased with Community funds. Overall responsibility and authority for administering the Community’s electronic communications resources is primarily that of the BIS Board of Directors.

The BIS Board of Directors may delegate responsibility for administering certain resources. Other organizations or enterprise units that operate resources that are accessible via your Community’s network may have their own policies governing the use of those resources. When accessing remote resources through your Community’s facilities, users are responsible for following the policy of BIS and the remote facility, whichever is more restrictive.

ENFORCEMENT OF LAWS AND COMMUNITY POLICIES

All existing laws (federal) and those of the State of Florida and your Community regulations and polices apply, including not only laws and regulations that are specific to computers and networks, but also those that may apply generally to personal conduct. This may also include laws of other states and countries where material is accessed via Community resources.

Your Community reserves the right to limit or deny access to its electronic communication resources when policies or laws are violated, and to use appropriate means to safeguard its resources, preserve network/system integrity, and ensure continued service delivery at all times. This includes monitoring routing information of communications across its airspace and network services, as well as data residing on your Community resources; scanning systems attached to the Community network for security problems; disconnecting systems that have become a security hazard or negatively impact the performance of the network; restricting the material transported across the network or posted on Community systems; and

specifying the plan of action that will be undertaken by users of electronic communication resources to mitigate security risks.

Violations may result in the temporary or permanent loss of access privileges or the modification of those privileges. Violators may be subject to disciplinary action under applicable Community policies or regulations and criminal prosecution under federal, state or local law.

ELECTRONIC COMMUNICATION RESOURCE INTEGRITY

Resources are prohibited on both Community-owned and privately-owned equipment operated on or through the Community's resources. These activities and behaviors include, but are not limited to:

1. Unlawful Activities. Users shall not use electronic communications resources for unlawful activities or activities that violate Community policy, including fraudulent, libelous, slanderous, harassing and threatening communications.
2. Encroaching on Other's Access and Use. Users shall not encroach on other's access and use of the Community's electronic communications resources. This includes, but is not limited to:
 - (a) Mass messaging: Users shall avoid spamming and other inappropriate mass messaging of chain letters to newsgroups, bulletin boards, mailing lists, or individuals. Subscribers to an electronic mailing list will be viewed as having solicited any material delivered by the list so long as the material is consistent with the list's purpose.
 - (b) Unauthorized modification of electronic communications resources.
3. Copyright. Federal copyright law applies to all forms of information including electronic communications. Violations are prohibited under this policy. Infringements of copyright laws include, but are not limited to, making unauthorized copies of any copyright material (e.g., software, text, images, audio and video), and displaying or distributing copyrighted materials over networks without the copyright holder's permission except as provided by fair use. The Community will not tolerate theft of intellectual property in any form.
4. Unauthorized Equipment. Users shall not install or attach any equipment to a BIS electronic communications resource without the explicit approval of the BIS Board of Directors.
5. Modification, Damage or Removal. Users shall not modify, damage, or remove electronic communications resources that are owned by the Community or other users without proper authorization.

6. Unauthorized or Destructive Programs. Users shall not use unauthorized programs such as, but not limited to, viruses, back doors, logic bombs, Trojan horses, bacteria, and worms to disrupt other users, access private or restricted portions of the system, identify security vulnerabilities, decrypt secure data or damage the software or hardware components of an electronic communications resource.
7. Information Belonging to Others. Users shall not intentionally seek or provide information on, obtain copies of, or modify data files, programs, or passwords belonging to other users without the permission of those other users.
8. False Identity. Users shall not use the identity of another user without the explicit approval of that user, or mask the identity of an account or machine.
9. Password Protection. A user who has been authorized to use a password-protected account shall not disclose the password or otherwise make the account available to others without authorization.
10. Authorization. Users shall not access electronic communications resources without proper authorization, or intentionally enable others to do so.
11. Personal Use. Community users may use electronic communications for incidental non-private personal purposes, provided that such use does not:
 - (a) Directly or indirectly interfere with noticeable incremental costs.
 - (b) Burden the Community with noticeable incremental costs.
 - (c) Violate the law or Community policy.
12. Commercial Use and Advertisements. Community electronic communications resources shall not be used for commercial purposes, except as permitted under Community policy or with the appropriate approval. This includes soliciting, promoting, selling, marketing, or advertising products or services, or reselling Community resources.
13. Registering Your Community Internet Protocol (IP) address with any other domain name.

REPORTING IRRESPONSIBLE OR INAPPROPRIATE USE

If an individual's health or safety seems to be in jeopardy or a violation of the law may be involved, immediately contact your Community's main office or the Board of Directors. Suspected infractions of this policy should be reported to your Community's main office or the Board of Directors.