

# BOCA ISLES SOUTH

## RULES AND REGULATIONS

June 7, 2013

Revised ~~February 15~~ May 17, 2017

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.** With the below exception, each Home 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.
  - a. An owner resident may use the Home for telecommuting or operation of a Home based business, so long as use of the Home is strictly limited to operations as a **Home Office**. The Home cannot be used for customer activity requiring entrance to the community. Any business holding a license at the Home must meet all County/State licensing and insurance requirements as well as necessary fire department inspections.
2. **RESIDENTS AND GUESTS.** Guests are defined as anyone other than an Owner/Resident/Tenant of the home. Tenants are residents and all references to Resident in this document shall be deemed to apply to the tenants of a leased home. Owner/Residents are limited to immediate family members and immediate family members are defined as spouses/domestic partners, children, grandchildren, parents, grandparents or siblings of the Owner/Resident. All others are guests and the following restrictions apply:
  - a. Guests are not permitted to stay in the Home unless occupied by the Owner/Resident, with the following exceptions.
    1. Guests are limited to a 30 day stay in the Home when unoccupied by the Owner/Resident and each Owner/Resident is limited to two (2) such guest stays during any 12 month period.
    2. Any Guest that stays in a Home for a period greater than 30 days, occupied or unoccupied by the Owner/Resident, shall be considered a renter/lessee and all Leasing/Renting rules shall apply. Failure to comply will result in action by the Association to evict the renter/lessee for failure to have an approved and executed lease.
  - b. A request for an exception to Guest rules may be made in writing to the Board of Directors of BIS POA, which may be granted or denied in its sole discretion.
  - c. Residents and guests must carry photo identification with proof of age at all times within any of the common areas of BIS and this ID shall be presented on demand to representatives of the Association. For residents,

the ID must show the address for proof of residency in Boca Isles South. Failure to display identification may result in guests being removed from the property and residents may be required to leave the common facilities until presenting a photo ID.

3. **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 of ownership of 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.

- I. Prior to leasing his home, an owner shall submit an application, along with a draft lease, and three checks made payable to the Boca Isles South Property Owners Association, Inc. The first check shall be in the amount of \$250, 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 \$1,500, representing a security deposit against any future damage to the common elements. The third check shall be payable in an amount equaling six (6) months worth of association dues. The security deposit and six (6) months advance dues shall be deposited and retained in a separate account from the Association's general operating account. If the homeowner fails to make a monthly POA payment, the money will be taken from the association dues deposit. Upon completion of the lease term, the remainder shall be refunded to the homeowner within thirty (30) days. Owner and lessee acknowledge that per FL 720 statutes, should the owner become delinquent in any monetary obligation to the Association, and upon notice to the tenant by the Association, the Association may demand that the tenant pay to the association the subsequent rental payments and continue to make such payments until all the monetary obligations of the parcel owner related to the parcel have been paid in full to the Association.
- 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.

- p. If the notice herein required is not given or the fully completed application is not submitted by the owner, then at any time after receiving knowledge of the lease, the Association -- at its election and without notice -- may require the lessee to vacate the premises. The owner shall be fined at the rate of \$25/day from the date the lessee moved in and the lessee and the owner shall be denied all clubhouse and gate access privileges until the fine is paid.
  - q. In the event the Association determines that an Owner has failed to comply with any provisions contained herein, the Association shall have the right to pursue all legal remedies against the Owner, including without limitation injunctive relief and/or to remove any occupant. In the event attorney fees are incurred by the Association to enforce compliance with this Section 2, whether against an Owner, tenant or an occupant, the Owner shall be responsible to pay same, whether or not a lawsuit is filed.
4. **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.
5. **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.
6. **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.
  - c. Posted traffic laws (stop, speed, and parking signs) are enforced.

**7. MAINTENANCE.**

- a. No weeds, underbrush, or other growth shall be permitted to be grown or remain upon any Homesite.
- b. Bushes, shrubs, hedges and trees are to be pruned, and dead ones must be removed. Where adjacent to community sidewalks, all landscaping shall be trimmed so as to remain clear of sidewalks.
- c. Landscaping changes/additions must be approved by the ACC committee, except for replacement of existing landscaping plants with plantings of the same or similar kind. Plants shall be planted in the ground or placed in decorative containers, e.g. ceramic pots.
- d. Dead or dying Royal Palm trees must be replaced within 30 days of notice with a similar Royal Palm with above ground trunk gray wood of no less than eight (8) feet. Location of the replacement tree must be approved by the ACC committee.
- e. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.
- f. 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.
- g. Irrigation systems shall be maintained in such a manner as to cause no stains 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.
- h. 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.



8. **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.
9. **ALTERATIONS AND ADDITIONS.** No material alteration, addition or modification to a Homesite or the improvements thereon, or material change in the appearance thereof, including landscaping changes, shall be made without the prior written approval thereof being first had and obtained as required by the Declaration.
10. **EXTERIOR APPEARANCE.**
- a. No signs (including brokerage, for sale/lease, or other similar, etc.) are permitted anywhere on Homesites (except small alarm signs provided by the company to be placed on windows or within 10' of the front door) properties and/or Common Areas which includes 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 from two weeks before Thanksgiving Day until January 15.
  - b. Association rules regarding flags shall at all times comply with current Florida statutes for flags and flagpoles. Any homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4 1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA.
  - 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 Home shall be of a type as set forth in the Declaration. Temporary hurricane protective devices, e.g. shutter panels, shall not be installed until a tropical storm "watch" has been issued for the area and must be removed within 10 days of storm passage. Exceptions shall be at the discretion of the Association and requests must be in writing to the Association.
  - 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 satellite dish, 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.
11. **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.

## 12. 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, are banned at all times. 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. Residents are responsible for advising visitors of this restriction and visitors/guests will be declined entry to the community if a banned animal is observed. A fine of \$25 shall be assessed to the resident for each violation and the visitor/guest may be banned from the community for up to 60 days.
- 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. No pet shall be permitted outside a Home except on a leash or within an enclosure (fence) that has been approved by the ACC committee. Enclosures must be able to contain the animal within the bounds of the enclosure. 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.

*Please note, electric fences used to keep pets within a specific area do not eliminate the need to have pets on a leash when outside the home. An electric fence only keeps your pet inside your yard and does not keep another animal or a child or other person from crossing your imaginary fence and being bitten. Without being on a leash you cannot maintain control over your pet.*

- e. It is the responsibility of the pet owner to ensure all solid matter deposited by their pets is 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).

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

### **13. 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. Within the properties, no firearms, BB guns, air or pellet guns, paintball or archery equipment shall be displayed, carried or openly discharged, except by authorized law enforcement or security officers. Concealed carry permits are allowed.
- 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.
- e. 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.
- f. No use of play equipment that may be harmful to residential or common area properties or people is allowed. This includes hard objects such as baseballs, softballs, golf balls, etc. and is intended to allow a safe environment for play without endangering residents, guests or property.

### **14. 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.

15. **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.
16. **COMMUNITY STANDARDS.** Each Owner shall comply with those portions of the Community Standards applicable to it.
17. **OBSTRUCTIONS.**
- a. The sidewalks, entrances, passages, roadways, 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.
18. **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.
19. **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 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.

**20. GARBAGE, YARD DEBRIS and RECYCLABLES.**

- 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, recycle bins, supplies or other similar articles shall be maintained on any Homesite so as to be visible from outside the Homesite.
- d. Plastic bags containing garbage must be placed in a garbage can or refuse container that has a secure lid for curbside pickup on garbage collection days. Plastic bags containing garbage shall not be placed curbside at any time. Curbside plastic bags are only authorized for yard debris.
- e. The placement of garbage cans and other refuse containers curbside for trash pickup prior to **4:00 PM** the day before a regularly scheduled pickup is prohibited. Curbside refers to that area between the sidewalk and the concrete gutter adjoining the roadway and does not permit any garbage, recycles or yard trash to be placed on the roadway. Additionally, all refuse containers must be removed from the pickup area the same day as collection is made. Yard waste shall not be placed on the sidewalk or in the street at any time. Residents may place their yard waste in the swale between the sidewalk and the street no earlier than **4:00 PM** on the day prior to the day yard waste is scheduled to be removed by the County.
- f. Residual debris (paper, plastic, leaves, sticks, etc.) left after trash, recycle or yard debris pickup must be removed on the same day as collection is made and handled as herein described. This includes the area of the street in front of the home where collection was made.
- g. Lawn maintenance vendors working on behalf of the resident must remove yard waste when it is created or, if permitted by the resident, place it at the side of the home for later removal. Residents who permit their lawn maintenance vendors to place yard trash at the side of their home assume the responsibility for moving the yard trash to the curbside no earlier than **4:00 PM** on the day prior to the day yard waste is scheduled to be removed by the County.
- h. Residents who perform their own lawn maintenance must place their yard waste at the side of the home at the time it is created. The yard waste may be placed curbside no earlier than **4:00 PM** on the day prior to the day yard waste is scheduled to be removed by the County.

- i. Unrelated to residential or landscape vendor yard maintenance, palm fronds, branches and other yard debris may fall or be blown onto a residents property and are not planned events, subsequently, the resident is permitted two days after it has fallen on their property to either move the debris to the side of the home for later removal, or have it removed.
  - j. No rugs, mops, or laundry of any kind, or any other similar type article shall be hung or exposed so as to be visible outside the Homesite.
21. **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.
22. **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.
23. **PARKING.** The parking facilities shall be used in accordance with the regulations adopted by the Association.
- a. Parking on the roadway is not permitted from 2:00 am to 6:00 am.
  - b. Owner/Residents/Guest's vehicles must be parked in the garage, driveway, or on the street in front of the resident's home. Only if the above parking areas are in use, is overflow parking in front of other resident homes authorized; however, blocking of other resident driveways is prohibited at all times.
  - c. Owners/Residents and Guests are discouraged from obstructing sidewalks with vehicles when parked in the Owner's driveway. A violation will occur when a vehicle is parked so as to obstruct the sidewalk and the vehicle could be parked on the Owner's driveway and not present an obstruction.
  - d. No parking on the grass is permitted, including the grassy area between the sidewalk and the concrete drainage at the edge of the road, except when specifically authorized by the Association as to time and location.

- e. If circumstances require parking a vehicle(s) beyond 2:00 AM, for up to 3 days, 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 Clubhouse or on any Property within the Association. Written permission must be obtained from the Management office to park overnight beyond 3 days, and up to 14 days. Permission to park a car(s) overnight for more than 14 days must be obtained in writing from the Board of Directors.
- f. Any vehicle that cannot operate on its own power, or does not have a current, valid license plate, will not be allowed to remain on the Properties for more than 12 hours, except in the garage of a home.
- g. No repair, except emergency repair, of vehicles shall be made within the properties except in the garage of a home.
- h. No commercial vehicle, recreational vehicle or boat may be kept on 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. SUVs, etc.) up to 21'5" or clean non-work 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, ladders, etc. that would normally be recognized as a commercial vehicle outside the community shall be considered a commercial vehicle, regardless of vehicle type, and must be kept in the garage.
- i. No commercial vehicle is permitted on property between the hours of 8:00 PM and 8:00 AM, Monday through Saturday. Except for emergencies, no commercial vehicle is allowed on property on Sunday or the following National holidays: New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving and Christmas. Should a violation occur, determination of an emergency status will be at the discretion of the Fining Committee.
- j. All owner/resident commercial vehicles must be of a size to fit in the garage of the home and must be kept in the garage of the home outside of the hours commercial vehicles are permitted and specified in section 23. i, above.
- k. No cars with tarps or other coverings may be stored on the driveway without written approval by the Board of Directors.



24. **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.
25. **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.
26. **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 the home 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.
27. **COMMERCIAL ACTIVITY.** Except for normal construction activity and sale and resale of Homesites, 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.
28. **COMPLETION AND SALE OF UNITS.** Neither the Owners nor the Association, nor their use of the Properties, shall interfere with the sale of *homes* within the Properties.
29. **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).

30. **VIOLATION OF RULES AND REGULATIONS.** The Association has the right to issue violations of Florida statutes and the governing documents of the Boca Isles South POA. When a violation is issued, the Association shall levy a fine on an Owner for failure of an Owner, Owner's tenant's, or Guests to comply with the above documents. All violations are subject to Florida statute 720.305 regarding violations and fines, including the right to a hearing before the Fining Committee for the Committee to confirm or reject the fine.
- a. When a violation is issued and fine levied, a notice of hearing with a date, time and place of the hearing shall be provided to the owner/resident. Failure to attend the hearing shall be considered an admission that the violation is valid.
  - b. Each violation may result in a fine of \$25 for each day of the violation. Exceptions as specified in other sections of these Rules and Regulations provide for a fine of \$100 for each day the violation exists.
  - c. The Association may suspend the right of a member, or a member's tenants, guests, or invitees, to use common areas and facilities for the failure of the Owner of the parcel or its occupant, licensee, or invitee to comply with Florida statutes and the Associations governing documents.
  - d. The Association may suspend the rights of the member, or the member's tenants, guests, or invitees, to use common area facilities, vehicle transponders and TV and internet services, for failure to pay fines and until the monetary obligation is paid in full.
  - e. The Property Manager/Office Manager/ Manager's Assistant are authorized to identify violations, levy fines and send a notice of hearing on behalf of the Board of Directors.

## 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 the exterior of a Home or lot.
3. Excluding barbecue grills, no above-ground propane tanks are allowed for any reason.
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. When replacing a tree the trunk of the tree must have eight (8) feet of visible wood on the tree trunk unless otherwise 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, including plants/hedges used to cover utility equipment such as electrical transformers, must be removed from the Homesite. These plants/hedges are to be maintained by the Owner of the property where the equipment resides.
7. Outside equipment and materials such as air conditioners, sprinkler pumps, trash or recycle bins, must be hidden from sight from the front of the home. This paragraph does not supersede other sections of this document regarding appearance of the sides or back of the Home.
8. Fences must be white, black or bronze aluminum and must be no higher than five feet (5'). Additional colors are subject to approval by the ACC committee.
9. Screen enclosures must be of white, black or bronze aluminum only. Additional colors are subject to approval by the ACC committee. No flat roofs are permitted.
10. Driveways/walkways may be sealed with clear coat or the Owner may apply to the ACC Committee for a request to stain the driveway/walkway with an approved stain or other color stain as may be approved.
11. 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.
12. Mailboxes are to be maintained in good repair and must be of the black metal type to conform to the custom style in use within Boca Isles South. They must be painted with a gloss black paint similar to Rustoleum #7779. The house numbers must be on both sides of the address plaque, reflective gold in color, 2.5 inches in height, and Stix General Bold Font. Replacement house numbers and hinges can be purchased for a nominal fee at the club

house office. The mailboxes are custom made cast aluminum. If your mailbox needs to be replaced, they are available for a fee from Beautiful Mailbox or South Florida Mailbox. Please allow 2-6 weeks for delivery and installation. If you have plants at the base of the mailbox, there must not be any weeds, the height of the plants cannot grow above the bottom of the support bracket, and plantings can not infringe upon US Mail delivery. The original white stucco mailboxes are grandfathered to remain so long as they stay intact and are properly maintained and painted with a match to Glidden, White on White. The numbers must be black, 3 inches high and classic font style. When a white mailbox support post is broken it will be deemed not repairable and a replacement black metal mailbox must be installed. Upon sale of a property, the white mailbox must be replaced with a new black metal mailbox.

13. Landscaping around the black metal mailbox must be maintained at a height not to exceed the decorative metal scroll below the mailbox. For white mailboxes, landscaping must not exceed the first band of the mailbox post. No vines are allowed to cover the mailbox. If guidelines regarding landscaping at the base of the mailbox are not followed, Owner/Resident will be required to remove plantings or be fined \$25 for each day the violation exists.
14. Satellite Dish installation requires A.C.C. approval.
15. Roof must be kept clean. No painting of roofs is allowed.
16. Basketball Hoops may be installed in the ground or be of the portable style and must be kept in good condition. Placement shall be at the midpoint of the side of the driveway toward the property line, between the house and the sidewalk, but not placed within five feet (5') of the sidewalk. Permanent installations require approval from the ACC. If these guidelines are not followed, Owner/Resident will be required to remove the basketball hoop or be fined \$25 for each day the violation exists.
17. 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

1. All residents and guests shall abide by the State of Florida traffic laws and are subject to a notice of violation and fine of **\$25** for each violation. Traffic violations include but are not limited to obeying STOP signs and following the posted speed limit of 20 MPH. Violations may be reported by any POA member or any representative of the POA and are not subject to court law but

follow the violation process as spelled out in Florida Statutes 720, Homeowners Associations.

## **2. RESPONSIBILITY.**

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. *Owners/Residents shall register their live-in domestic help with the management office in writing, including their position with the Owner and Owner's name and address.*

## **3. GENERAL USE RESTRICTIONS.**

- a. 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 need not be present when their overnight guests are using the recreational areas; however, the office must be notified in advance and shall be provided the names and length of stay.* The Owner/Resident must be present when their invitees or *house guests under 12* are using the recreational areas.
  1. 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*.

2. Personal Trainers must provide a Certificate of Insurance naming **Boca Isles South POA** as additional insured. It is the responsibility of the owner/resident receiving the instruction to ensure that the instructor provides Boca Isles South POA with proof of the Certificate of Insurance.
  3. Owner/Resident guests and invitees are only allowed to use the exercise room between the hours of 9:00 AM and 6:00 PM and must be accompanied by an Owner/Resident. *Overnight house guests may use the exercise room at any time, subject to the requirement for notification to the office described in 3.a. above.*
    - b. No pets of any kind are permitted on or within the Recreational Areas.
    - c. All bicycles must be parked in the designated bicycle rack.
    - d. Skateboarding, rollerblading, or using a similar device is only permitted on sidewalks or the side of roadways and riders must give way to pedestrians and vehicles. No use is permitted in or around the clubhouse, including Association parking areas and the front entrance of the clubhouse, nor on recreational property such as the basketball courts or the tennis courts. Violations for use on the basketball court, tennis courts or the clubhouse front entrance will be \$100 for a first violation and for each subsequent violation and may result in being banned from common areas for up to 60 days. Violations for failure to give the right of way to pedestrians or vehicles, or for riding in other unauthorized areas will result in a \$25 fine for each occurrence. Skateboards may be carried into the clubhouse but anyone caught riding while inside the clubhouse will be fined \$100 and banned from community areas for 60 days.
    - e. The walkways and entrances of the Recreational Areas and facilities shall not be obstructed or used for any purpose other than ingress and egress.
    - f. *No parties or cooking are allowed in the parking lot without the specific permission of the Board of Directors.*
4. **CLEANLINESS.**
- a. 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..

- b. No personal articles shall be allowed to stand overnight on any of the Association Property.
- c. 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

### 1. CLUBHOUSE.

- a. No pets of any kinds are permitted in the Clubhouse, *Tennis Courts, Pool, Tot Lot or Basketball Court*.
- b. 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).**
- c. 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*.
- d. 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.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. *Resident children and their guests and invitees* between fourteen (14) 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 two (2) guests or invitees in the clubhouse.* Residents are responsible for resident children and their guests and invitees. No children under the age of fourteen (14) are permitted in the clubhouse or to use the facilities without adult supervision.
- j. Children under fourteen (14) are **not** permitted in any areas of the clubhouse, pool areas, or tot lot, unless accompanied by an adult. Children eight (8) years or older are permitted to use the basketball and tennis courts and are allowed up to three (3) guests or invitees in these areas. No children under the age of eight (8) years are allowed to use the basketball court or tennis courts without adult supervision.

## 2. RESERVATIONS SCHEDULE FOR ACTIVITY ROOMS -- MAIN CLUB HOUSE.

- a. Duly scheduled Board or Committee Meetings take *precedence* over games/activities *in scheduling* use of card/activity rooms.
- b. Reservations for use of the activity rooms shall not be made earlier than seven (7) days before the requested date and time.
- c. The number of participants shall be provided at the time the room reservation is made.
- d. At time of reservation a preferred room may be reserved; however, the Property Manager reserves the right to assign your group to a room other than requested in order to accommodate as many people as possible.
- e. All activities must be completed and the room cleaned and vacated no later than 10:50 PM, ten (10) minutes prior to closing time of the Club House.



- f. Use of the 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.”

### 3. **EXERCISE ROOM.**

- a. Photo identification with proof of age must be with you at all times for use of the exercise room and presented on demand to representatives of the Association or any Association member. For residents, the ID must show the address for proof of residency in Boca Isles South. If residents or their guests do not meet the age requirements for using the exercise room, the Owner/Resident will be fined \$25 for each occurrence and multiple occurrences may result in residents being banned from the common areas for up to 60 days and guests banned from the community for up to 60 days.
- b. ***No one under sixteen (16) years of age is permitted in the exercise room.***
- c. No food is permitted in the exercise room.
- d. Athletic shoes (*not sandals or opened toed shoes*) and appropriate attire must be worn in the exercise room. Shirts must be worn at all times.
- e. 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.
- f. No personal music devices are allowed without earphones.
- g. Only registered live-in domestic help will be allowed in the exercise room.
- h. Resident(s) of a property may not have more than 2 guests or invitees at a time. This means two guests/invitees per residence (Home), not per resident. Outside guests are not permitted in the gym before 9:00 AM or after 6:00 pm.

**4. POOL TABLE.**

- a. 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.
- b. No food or drink is allowed in the proximity of the playing area at any time.
- c. Owners/Residents must accompany and participate with their *invitees*.

**5. PING PONG TABLE.**

- a. 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.
- b. No food or drink is allowed in the proximity of the playing area at any time.
- c. Owners/Residents must accompany and participate with their *invitees*.

**6. FOOSBALL TABLE.**

- a. 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.
- b. Owners/Residents must accompany and participate with their *invitees*.

**7. POOL AREA USE (includes pool/spa/cabana).**

- a. **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 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.

- b. Photo identification with proof of age must be with you at all times and presented on demand to representatives of the Association or any Association member. For residents, the ID must show the address for proof of residency in Boca Isles South.
- c. Swimming in the pool and use of the spa is permitted from dawn to dusk. No one is allowed in the pool/cabana area after dusk.
- d. All persons under fourteen (14) years of age shall be accompanied by an Owner/Resident or supervising adult.
- e. 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.
- f. Children under sixteen (16) are not allowed in the spa at any time and you may be required to provide proof of age or be asked to leave the spa.

## **CODE OF CONDUCT FOR THE POOL AREA**

- a. No nude swimming shall be allowed at any age. Children wearing diapers must wear Swimees designed for pool use while in the pool.
- b. No alcoholic beverages are allowed in any recreational area including the pool.
- c. No smoking is allowed in any recreational area including the pool or pool deck area around the pool.
- d. No glass containers are allowed in or around the pool or cabana area. Should glass be brought into the area and breakage occur, the resident shall be responsible for all costs to the Association for action required to comply with state and/or local regulations regarding cleanup, including draining, cleaning and refilling the pool/Jacuzzi. Residents are responsible for their guests or invitees.

- e. No roller skates, skateboards, roller blades, bicycles, scooters *etc*, shall be permitted in the pool area.
- f. No running, pushing, dunking, rough play, profane language, diving or jumping in the pool shall be permitted.
- g. All persons under fourteen (14) years of age shall be accompanied by an Owner/Resident or supervising adult while in the pool area. **Adults must carry proof of age when supervising young children. FOR ENTRY INTO THE POOL, ALL CHILDREN UNDER FIVE (5) YEARS OF AGE MUST BE ACCOMPANIED BY AN ADULT EIGHTEEN (18) YEARS OR OLDER!**
- h. 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

- a. All users shall shower before entering the pool.
- b. No soaps or shampoos shall be used at the pool-side shower.
- c. Spray on sunscreen (aerosols, pump sprayers, etc.) shall not be applied within the pool or cabana area. Overspray from such application can make patio areas slippery and subject residents and visitors to injury.
- d. Persons wearing bandages or having colds, coughs, inflamed eyes, infections or open sores shall not use the pool.
- e. No glass containers or other breakable objects shall be permitted within any area of the cabana, pool or *spa*.
- f. 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.
- g. 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.
- h. A three-foot (3') walking area shall be maintained around the pool and spa at all times. Additionally, walking areas around and through the pool shall not otherwise be blocked.

- i. In accordance with health department regulations, no food or drink is permitted *within three (3) feet of the* pool and spa.
- j. Maximum number of persons allowed in the pool at any one time is thirty-nine (39).

## **USE OF POOL FURNITURE AND EQUIPMENT**

- a. Pool furniture shall not be removed from the pool area.
- b. Pool furniture shall not be reserved for anyone not in the pool area.
- c. Pool furniture and equipment shall not be modified, altered, or changed in any manner.
- d. Towels shall be placed on pool furniture when sitting/laying on pool chairs or chaise lounges after using the pool or spa.

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."

## **8. RULES FOR THE TENNIS COURTS.**

a. **PLAYERS SHALL PLAY AT THEIR OWN RISK.**

b. **TENNIS COURT USE.**

- (1) The tennis courts are open for play from 7:00 AM to 10:00 PM.
- (2) During morning hours 7:00 AM to noon, players shall maintain low noise levels. Professional lessons shall not be given during prime playing hours, 6:00 PM to 8:00 PM Monday through Friday; 8:00 AM to noon Saturdays, Sundays and Holidays.
- (3) 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.

- (4) Instructors can only use the courts to teach Owners/Residents.
- (5) All instructors must provide a certificate of insurance naming **Boca Isles South POA** as additional insured.
- (6) Owners/Residents must accompany and participate with their *invitees*.

**c. SPECIFIC TENNIS COURT USE RESTRICTIONS.**

- (1) The tennis courts are restricted to the playing of tennis only.
- (2) No one shall be permitted on the tennis courts except those persons playing tennis.
- (3) 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.
- (4) Children under *eight (8)* years of age shall be accompanied by an adult and shall not disrupt the play of others.
- (5) Children *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.
- (6) No food shall be permitted on the tennis courts.
- (7) No alcoholic beverages are allowed in any recreational area, including the tennis courts.
- (8) No smoking is allowed in any recreational area, including the tennis courts.
- (9) 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.

**D. CODE OF CONDUCT FOR THE TENNIS COURTS.**

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

- (2) Walking behind the playing area while a point is being played shall be prohibited.
- (3) Entering or leaving a court shall occur when the play of others is between points.
- (4) Only proper tennis attire shall be worn. Shirts and shoes will be required at all times. No swimsuits shall be allowed. Only sneakers shall be worn on the tennis courts. Black-soled sneakers shall not be permitted.

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

- (1) Reservations for play shall not be made earlier than the day before the requested time.
- (2) Names of all players shall be posted with the requested time.
- (3) Players shall not reserve more than one time slot. Any duplicate reservations shall not be honored until all other players have played.
- (4) Unassigned court time may be signed up for by the same players on the same day.
- (5) Court time shall be forfeited if players do not show up within ten (10) minutes of the reserved time.
- (6) 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."

**9. RULES FOR THE BASKETBALL COURT.**

**A. PLAYERS SHALL PLAY AT THEIR OWN RISK.**

**B. BASKETBALL COURT USE.**

- (1) The basketball court is open for play from 8:00 AM to 10:00 PM.

- (2) During morning hours (8:00 AM to Noon), players shall maintain low noise levels.
- (3) 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.

**C. SPECIFIC BASKETBALL COURT USE RESTRICTIONS.**

- (1) The basketball court use is restricted to the playing of basketball only.
- (2) No one shall be permitted on the basketball court except those persons playing basketball.
- (3) 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.
- (4) Children under *eight (8)* of age shall be accompanied by an adult, and shall not disrupt the play of others.
- (5) 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.
- (6) No food shall be permitted on the basketball court.
- (7) No alcoholic beverages are allowed in any recreational area, including the basketball court area.
- (8) No smoking is allowed in any recreational area, including the basketball court area.
- (9) 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.

**D. CODE OF CONDUCT FOR THE BASKETBALL COURT.**

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



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

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

- (1) Reservations for play shall not be made earlier than the day before the requested time.
- (2) Names of all players shall be posted with the requested time.
- (3) Players shall not reserve more than one time slot. Any duplicate reservations shall not be honored until all other players have played.
- (4) Unassigned court time may be signed up for by the same players on the same day.
- (5) Court time shall be forfeited if players do not show up within ten (10) minutes of the reserved time.
- (6) 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."

## **VI. PARTY RULES AND REGULATIONS**

### **CLUB HOUSE MAIN ROOM AND POOL AREA RULES AND REGULATIONS**

#### **1. PRIVATE PARTIES**

- A.** A service fee of two hundred fifty dollars (\$250) must be paid upon booking the Club House main room. An attendant is provided for up to six hours and is covered by the 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 five Dollars (\$35.00) per hour in One-Half (1/2) hours increments for the attendant. Maximum number of guests is Eighty (80).

- B.** A security deposit of One Thousand Dollars (\$1,000.00) is required upon booking of each function. This deposit will be refunded within two (2) 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.
- C.** **CHILDREN'S PARTIES (under 12):** A service fee of \$75.00 must be paid upon booking the Club House main room for a party for children under twelve (12) years of age. Children's party hours are to be from 11:00 AM to 3:00 PM. The maximum number of children is fifty (50) and at least one (1) adult per each ten (10) children must be present to supervise the party.
- D.** 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.
- E.** **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 G 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.*
- F.** 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.
- G.** **EVENING PARTIES:** 5:30 PM to 12:00 AM
- DAYTIME PARTIES:** 9:00 AM and 4:30 PM (not to conflict with any pool party).

- H. No Club House main room private parties will be held on holidays such as: New Years, Mother's Day, Father's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving or Christmas.
- I. Reservations may be made no earlier than six (6) months prior to the function. **Boca Isles South** Board of Directors and Committees have priority on the use of facilities.
- J. 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, subject to L below. 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 shall be served to anyone under twenty-one (21) years of age.
- K. 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.
- L. 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.
- M. Only Owners/Residents living within **Boca Isles South** may book the Club House facilities for private parties.
- N. 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.
- O. 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.
- P. Confirmed reservations will be accepted from 9:00 AM to 4:00 PM, Monday through Friday.

## **POOL PARTY RULES AND REGULATIONS**

Pool Party hours are from 9:00 AM 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, 4<sup>th</sup> 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 two (2) 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.**

## **VI. Television/Internet**

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 through a bulk services provider. Residential services provided to Homes outside of those specified under the bulk services contract are between the person(s) contracting those services and the contracting provider and not the responsibility of BIS.

### **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 the responsibility 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.

### **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 or 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 or the contracted services provider.
- 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 the policy of the contracted service provider 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 contracted service provider or the Board of Directors.