



PROPERTIES INC.

BOCA HOUSE CONDOMINIUM ASSOCIATION INC.

TO: ALL UNIT OWNERS/REALTORS AND INTERESTED PARTIES

RE: SALES OR RENTAL APPLICATION PACKAGES

1. All applications for sales or rental of a unit must be accompanied by two nonrefundable checks:
 - a. A **\$ 100.00** (non refundable application fee) payable to **JMD Properties**, in order to process the application.
 - b. And a \$35.00 check payable to Boca House
2. **All** spaces on the "application for occupancy" form must be completed. Blank spaces may hold up processing the application. Use "n/a" if item is not applicable.
3. The applicant must sign a form stating that: he/she has read and is in receipt of the rules and regulations, and will adhere to all covenants. If a purchaser, the applicant must sign a form stating they are in receipt of condominium documents. The seller is responsible for supplying the purchaser with a set of condominium documents and amendments thereto.
4. A copy of the contract for SALE w/deposit receipt **or** LEASE, whichever applies, must be submitted with the application.
5. Include a copy of driver's license for each applicant.
6. Three letters of reference.

PLEASE RETURN THE COMPLETED APPLICATION PACKAGE, INCLUDING CHECKS TO:

JMD PROPERTIES, INC.
904 SE 5TH AVENUE
DELRAY BEACH, FL 33483
561-265-3272 (office)
Fax 561-265-3660 (fax)

YOU WILL BE CONTACTED BY THE SCREENING COMMITTEE FOR A
PERSONAL INTERVIEW APPOINTMENT.

Boca House Condominium Application for Occupancy

UNIT___ BLDG.____ PURCHASE: _____ LEASE: _____ DESIRED OCCUPANCY DATE: _____

CURRENT OWNER NAMES: _____

ADDRESS OF OWNER: _____

OWNER TELEPHONE NO.: _____ CELL: _____

EMAIL ADDRESS(S): _____

PURCHASER'S/LESSEE'S NAME: _____

SOCIAL SECURITY NO.: _____ TEL. NO.: _____ EMAIL: _____

CO-PURCHASER'S/LESSEE'S NAME: _____

SOCIAL SECURITY NO.: _____ TEL. NO.: _____ EMAIL: _____

NUMBER OF ADULTS (over 18 yrs) OCCUPYING: _____ CHILDREN (THRU 18 yrs.& under): _____

NAME OF OTHER OCCUPANT(S): _____ AGE: _____

DO YOU OWN A PET ___ YES, ___ NO

RESIDENCE HISTORY

CURRENT ADDRESS: _____

TELEPHONE: _____ HOW LONG?: _____

NAME OF LANDLORD OR MORTGAGE CO. _____

APT. OR CONDO NAME: _____ TEL: _____

PREVIOUS ADDRESS: _____

APT. OR CONDO NAME: _____ TEL: _____

EMPLOYMENT AND BANK REFERENCES

EMPLOYER: _____

TELEPHONE NO.: _____ SUPERVISOR: _____

POSITION HELD: _____ HOW LONG?: _____

APPROX. MO. INCOME: \$ _____

SPOUSE'S EMPLOYER: _____

TELEPHONE NO.: _____ SUPERVISOR: _____

POSITION HELD: _____ HOW LONG?: _____

APPROX. MO. INCOME:\$ _____

NAME OF BANK/SAVINGS & LOAN: _____

ADDRESS: _____ TEL.: _____

BRANCH: _____ CONTACT PERSON: _____

ACCOUNT NO.: _____ CK.: _____ SAV.: _____ M.M.: _____

CHARACTER REFERENCES

NAME: _____ HOME TEL. NO.: (____) _____

HOW LONG HAVE YOU KNOWN HIM/HER?: _____ OFFICE TEL. NO.: (____) _____

ADDRESS: _____

NAME: _____ HOME TEL. NO.: (____) _____

HOW LONG HAVE YOU KNOWN HIM/HER?: _____ OFFICE TEL. NO.: (____) _____

ADDRESS: _____

IN CASE OF AN EMERGENCY CONTACT: _____ Tel: _____

VEHICLE INFORMATION

MAKE OF CAR: _____ MODEL: _____ YEAR: _____ TAG. NO.: _____

STATE REGISTERED IN: _____ COUNTY: _____

MAKE OF CAR: _____ MODEL: _____ YEAR: _____ TAG. NO.: _____

STATE REGISTERED IN: _____ COUNTY: _____

**RECEIPT FOR ASSOCIATION DOCUMENTS AND/OR
RULES AND REGULATIONS**

I/WE, THE UNDERSIGNED, owners/tenants received and read a copy of:

- _____ The Rules and Regulations of the above listed Association.
_____ The Association Documents and any amendments thereof. (SALE ONLY)

I/ WE, HEREBY AGREE to adhere to all the covenants, rules and regulations legislated during the term of my lease, stay, visit, or length of ownership. I/we also agree to pay any fines levied against me/us as a result of a violation of the rules and regulations or damages to the common areas of the Association and said fine will be collected from the owner's/tenant's security deposit or will be charged against the owner's maintenance account.

I/WE, HEREBY AUTHORIZE JMD PROPERTIES as agent for the Association to obtain and verify a consumer credit report, along with an investigation of my background which may include information regarding my character, backing history, present and prior residential history and past and present employment.

I/WE AGREE to indemnify and hold harmless JMD Properties, Inc. and Association its employees, officers and directors, affiliates, sub contractors and agents from any loss expense, or damage which may result directly or indirectly from information or reports furnished by Straight Arrow Screening

I/We can be reached at the following telephone number(s) for the next fifteen days:

_____ or _____

SIGNATURE:_____SIGNATURE:_____

By signing, the applicant recognizes that the Association or JMD Properties, Inc. may investigate the information supplied by the applicant and a full disclosure of pertinent facts may be made to the Association or JMD Properties, Inc. The investigation may be made of the applicant's character, general reputation, personal characteristics, credit standing, police arrest record and mode of living as applicable.

MAKE SURE YOU HAVE INCLUDED:

1. This Application is COMPLETE. Leave no blanks. Put "NA" in space if applicable.
2. An APPLICATION FEE, (non-refundable) for EACH applicant (husband and wife considered one applicant).
3. A copy of the Lease or Purchase Agreement/Deposit Receipt.
4. Received and signed for the documents and or the Rules and Regulations. (see below)
5. Copy of drivers license on each occupant, as applicable.
6. Three (3) letters or emails of references.

IT TAKES A MINIMUM OF FIFTEEN (15) DAYS TO PROCESS THIS APPLICATION.

BOCA HOUSE CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS
REVISED NOVEMBER 2010

I. SINGLE FAMILY RESIDENCE ONLY

- a. Boca House is a single-family residential condominium. Each unit shall be for a single-family only.
- b. Commercial occupancy or advertising in a unit is strictly prohibited.

II. UNITS OWNED BY CORPORATIONS OR PARTNERSHIPS

- a. Any unit owner being a corporation or partnership must specifically designate all natural persons who are members of the single-family unit that will occupy the apartment.
- b. Designation shall be in writing and shall be furnished to the Board of Directors at the time application for approval is submitted.
- c. Occupancy of any apartment that is owned by a corporation or partnership by any person(s) other than so designated shall not be permitted.

III. GENERAL

- a. Loud noises coming from within any unit after 11:00 PM shall not be allowed.
- b. Use of washers and dryers shall be limited between the hours of 7:00 A.M. and 10:00 P.M. seven days a week.
- c. The laundry room linen traps should be cleaned after each use.
- d. Laundry room doors should be closed and locked when not in use.
- e. Each Owner is assigned a storage space for their own use. No flammable, toxic or volatile material of any kind is allowed in any storage locker or within any space within any unit.
- f. Spare Keys to all units must be given to the Association for use in case of an emergency. If it becomes necessary to enter a unit, at least two persons shall enter, such as a Board Member, a Property Manager and/or the maintenance person. If the association has not been given a spare key, the unit owner shall be responsible for any costs associated with entering the unit whether or not the emergency emanated from there.
- g. The use of barbecue grills of any kind, including electric, is not allowed in any unit.
- h. Hours for moving in or out of Boca House are 8 A.M. to 5:00 P.M. Monday through Friday. The office must be notified in advance of all major moves.
- i. A two hundred fifty dollar (\$250.00) refundable elevator deposit is required for moving in and out and must be given to JMD in advance. Deposits will be returned provided there have been no damage to the common areas and elevator during the move. Damage will be deducted from the security deposit.
- j. Shopping carts are located on the first floor of each building and are provided for the residents for packages, groceries, etc. Shopping carts are to be returned to the

- first floor after each use.
- k. No owner shall install a hard floor such as, wood, wood laminate, tile, or marble on any floor in any apartment unit above the first floor without approved insulation and the approval of the Board.
 - l. When away for an extended period of time, the main water valves within your unit must be turned off in the 698 building and cold water lines in the 750 building. Electrical appliances should be unplugged. All shutters must be closed.
 - m. No pets are allowed without the express written approval of the Board.
 - n. Washers and dryers are not permitted in any unit. Washers and dryers presently in use must be removed prior to the sale of such unit. Penthouse units are exempt from this requirement due to prior construction.
 - o. Carpeting or similar material is not allowed on concrete patio and balcony floors.

IV. COMMON ELEMENTS

- a. No item of personal property, including bicycles, shopping carts, furniture, toys, etc., shall be placed on the common areas including walkways and stairwells. Such articles of personal property shall be stored in the storage rooms only. All bicycles shall be identified with name and a unit number. Walkways and stairwells must be kept empty and clear at all times.
- b. No awning, canopy or shutters including hurricane shutters, may be affixed to the exterior of the building without approval from the Board of Directors.
- c. No article of personal property or clothing shall be hung from railings and patios and no mops or rugs shall be shaken from balconies.
- d. No person shall litter the walkways or grounds with garbage, cigarette butts, debris or other material at any time. Do not throw trash or cigarette butts over the railings.
- e. All garbage, trash and rubbish shall be placed in plastic bags, tightly sealed and placed carefully in the chute or in the trash receptacle. Large items that may clog the chute must be deposited directly into the dumpster. Newspapers and glass must be placed in special bins located in the trash room for recycling. Cardboard boxes must be crushed or flattened and placed alongside the dumpster.
- f. When moving in or out of Boca House, all empty boxes and debris left behind on the common areas must be removed and/or cleaned up. Failure to do so will result in a fifty (\$50.00) charge to the unit owners.
- g. No games, running, skate boarding or similar activities are allowed in any walkways and/or anywhere on common property.

V. LEASING

- a. Owners may not lease their unit during the first year of ownership.
- b. The Board must approve the leasing of units.
- c. Owners or their brokers and/or realtors must submit a rental application for approval to the management company at least twenty-one (21) working days in advance of occupancy.

- d. A one hundred dollars, (\$100.00) non-refundable fee must accompany each application payable to the Management Company and thirty-five dollars (\$35.00) payable to Boca House toward capital improvements.
- e. Units may be leased only once for not less than a three (3) consecutive month period per year.
- f. The one hundred (\$100.00) application fee will be waived for immediate family members. Immediate family members include: spouse, parents, grandparents, children, grandchildren, brothers, sisters, brothers, and in-laws.
- g. When references have been investigated, an interview will be scheduled between the lessee and a member(s) of the Board of Directors or appointed interviewer. The interview must include the persons noted on the lease.
- h. Rules and Regulations will be discussed during the interview process and the lessee is required to sign a document attesting to the fact that he/she has read and will abide by the R&R We Live By.
- i. In the event these R&R are violated, the Board has the right to take legal action and remove the tenant and/or not allow the unit to be re-rented to the same persons noted on the lease.
- j. Each lessee is assigned one deeded parking space for that unit which is being leased.
- k. Lease renewals must be presented to the Management Company one month prior to the end of the lease period and approved by the Board.
- l. Subleasing is prohibited.

VI. GUESTS

- a. Guests of residents, including immediate family members, must register with management via telephone prior to entering the unit.
- b. Instructions are posted on the bulletin board adjacent to the first floor elevators or may be obtained by calling the association office.
- c. Unregistered individuals will be considered to be trespassing.
- d. While owner is IN residence:
 - i. An owner in residence must register their guests once every two weeks.
- e. While owner is NOT in residence:
 - i. A lessee, while not in residence, may not, at any time have a guest in residence. Individuals found occupying a unit with the lessee not present will be considered trespassing and the lessee will be denied future rental at BH.
 - ii. Unregistered individuals and guests staying longer than two (2) weeks will be considered to be trespassing. Registered guests staying longer than two (2) weeks are prohibited.
 - iii. Re-occurring guests must register prior to each occupancy.
 - iv. Rules We Live By Regulations must be provided by the owners to their guest's and owners are responsible for the actions of their guests. Failure of any guest to abide by these rules may result in the termination of guest

status privileges.

- v. Failure of the owner or lessee to notify the Association of guests staying in their unit will be in violation of these R&R and such unit owners/lessees will be asked to remove such guests and/or such guests will not be allowed to stay within their unit.

VII. PARKING

- a. Each unit owner or lessee shall have the right to exclusively use their one deeded parking space.
- b. Parking in an owner's deeded space is permitted only if authorized by that owner in writing and presented to the Board for approval.
- c. Guest parking for extended periods of time is prohibited.
- d. Requests to change parking spots must be in writing and approved by the Board.
- e. No commercial vehicles, trailers, motorcycles, trucks, including windowless and conversion vans, or boats of any kind shall park or be parked at any time on Boca House property.
- f. Car washing is permitted in the West corner of the 698 building and in the South East corner of the 750 building.
- g. Head in parking only in all parking spaces.
- h. All vehicles must be currently licensed, in good working condition or may be subject to towing.
- i. Mechanical work, including changing oil on common areas is prohibited.
- j. The association must be furnished with a key if a vehicle is unattended for more for more than two (2) weeks. If such vehicle must be moved and the office has no key, the owner of the vehicle will be held responsible for towing charges.
- k. Guest Parking:
 - i. Cars parked in reserved spots, must have a guest-parking pass placed on the rear-view mirror or on the front dash.
 - ii. Call the office and state the beginning date, unit number and expiration date.
 - iii. Once completed, the parking pass will be issued.
 - iv. Guest parking may not exceed two (2) weeks.
- l. Owners:
 - i. Owners must have a Boca House sticker attached to the rear windshield.
 - ii. Stickers can be obtained at the Boca House office.
 - iii. Cars that do not have a sticker are considered illegally parked and may be towed.
- m. Vehicles tagged with warning notices shall have twenty-four hours (24 hours) to abide with the warning notice or such car may be TOWED. If illegally parked again, the vehicle shall be towed the same day without further notice.

VIII. DOCKS

- a. The Association shall have the right to determine if a boat is acceptable to be

docked at Boca House. The determination will be based on boat size, type and condition of the vessel.

- b. No owner may permit a guest boat in his slip or any other slip without prior approval by the Dock Master.
- c. Owners of units without a dock space cannot be assigned a space unless a unit owner is willing to sublease his unoccupied space. Approval of the Dock Master and the Board is required.
- d. Lessees may rent available dock space for the term of their lease.
- e. The length of any boat is limited to the length of the dock space assigned to the unit minus the length needed to dock any boat within the assigned dock space as determined by the Dock Master.
- f. All owners or lessees or guests of a dock space shall submit, using the form provided by the Dock Master, information regarding the boat to be docked at BH. This must include a current boat registration and insurance.
- g. The Association requires a written statement from the lessee of the dock space stating that only lessee and his or her immediate family will use the boat and that the lessee and/or immediate family will always accompany guests.
- h. No oil, gasoline, trash, rubbish, fish, bait or any other debris shall be left on docks.
- i. Fueling is not permitted at the dock.
- j. There shall be no discharge from marine heads or holding tanks into the canal. (USCG requirements state no discharge within three (3) miles of land).
- k. No electrical lines or connections shall be installed unless approved by the Dock Master.
- l. The Dock Master shall approve dock boxes.
- m. No charter boat or drift-fishing boat, sightseeing boat or any other type of commercial boat shall operate from the docks.
- n. The boat owner is liable for damage caused by their boat to any dock during docking or undocking, or by fire aboard the boat, or damage done when moored in a storm.
- o. All vessel owners must take precautions during hurricane season.
- p. At Condominium dock space #9, thirty (30) feet is for the use of condo owners and condo lessees and must have prior Board approval for maximum 24-hour occupancy.
- q. There shall be no kayaks stored on the dock or walkway.
- r. Boats docked at the BH docks shall not be used as living and/or sleeping quarters.
- s. No recreational diving or swimming is allowed in the canal.

IX. POOL AND PATIO

- a. Health Department R&R must be followed.
- b. There is no life guard, swim at your own risk.
- c. A parent or adult must accompany children under the age of twelve (12) years of age in the pool area.

- d. Children in diapers and/or under the age of three (3) are not permitted in the pool.
- e. Swimmers shall remove lotions & oils by showering before entering the pool.
- f. The pool and patio is for the exclusive use of authorized owners, lessees and their guests.
- g. Pool use shall be from dawn to dusk.
- h. No food or alcoholic beverages shall be permitted in the pool deck area.
- i. Non- alcoholic beverages must be in unbreakable containers.
- j. No smoking is allowed within the pool area.
- k. All patio furniture must be returned to original positions.
- l. Owners will be responsible for the actions of their guests.
- m. There shall be no diving, running, jumping horseplay, excessive splashing or loud noises in the pool area.
- n. After using the barbecue, both gas knobs must be turned off and the main valve at the 750 building. This BBQ grill must be cleaned thoroughly after use. Do not add charcoal to the BBQ grill.
- o. An owner or authorized leaseholder wishing to use the pool / pool deck for a private party or event must call management for approval. Each request must be accompanied by a two hundred dollar (\$200.00) deposit check, refundable upon verification that the pool deck is clean and any furniture and fixtures are not damaged. Any cleaning and or damages will be charged back against the deposit. Cost beyond the deposit will be charged to the originating applicant.

X. FIRE ALARMS and FIRE EMERGENCY

- a. In case of fire, pull the fire alarms located at each end of each floor.
- b. If fire alarms and/or horns sound, please evacuate your unit immediately.
- c. Use the nearest stairway to leave the floor. Do not use the elevator.
- d. If fire extinguishers are needed for any reason, three (3) are available on each walkway on each floor.

XI. HURRICANE SEASON

- a. Any owner who plans to be absent from their apartment during the hurricane season must prepare their apartment prior to departure by removing food and ice from the refrigerator as well as all furniture, plants and other movable objects from any outside patio.
- b. Any unit owner or renter failing to make hurricane preparations and/or make improper preparations shall be held responsible for any damage occurring to the property of other unit owners and/or common elements.
- c. All units are required to have approved rain or hurricane shutters on patios.

XII. CONTRACTORS / CONSTRUCTION AND REPAIRS - NOTE: The Maintenance Supervisor must be contacted prior to the start of any construction work. The Maintenance Supervisor will help co- ordinate construction projects.

- a. Interior renovations or alterations, including tile replacement, electrical, A /C and

- plumbing repairs and any changes that affect the outside of the building, must be submitted to Management and be approved by the Board of Directors.
- b. All contractors must provide to the Board and Management the following before starting work in any unit:
 - i. Proof of insurance – including liability and workman’s compensation.
 - ii. Copies of all Boca Raton required permits
 - iii. Copies of all required licenses
 - iv. Proposed remodeling plans.
 - c. Construction is allowed during the hours of 8:00 am to 5:00 pm. Monday through Friday. Parking locations to be approved by the Maintenance Supervisor.
 - d. If the water has to be shut off in the 750 building, the Board must be notified at least 24-hours prior to shut off except for emergencies.
 - e. Contractors must dispose of rubbish off site. Under no circumstances are contractors allowed to put anything within the dumpster.
 - f. Contractors are not allowed to use any of the Condo carts.
 - g. Prior to starting repairs, elevator pads must be installed inside the elevators.
 - h. Contractors must clean all common areas before leaving the site each day. The cost of clean up of trash or debris left behind or any repairs to the common areas will be assessed to that unit owner.
 - i. Owners are responsible for any monetary damages caused by their contractor.

END