



## **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 a \$100.00 (non refundable application fee) payable to **JMD Properties**, in order to process the application.
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 5<sup>TH</sup> 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.: \_\_\_\_\_

CO-PURCHASER'S/LESSEE'S NAME: \_\_\_\_\_

SOCIAL SECURITY NO.: \_\_\_\_\_

NUMBER OF ADULTS (over 18 yrs) OCCUPYING: \_\_\_\_\_ CHILDREN (THRU 18 yrs. & up): \_\_\_\_\_

NAME OF OTHER OCCUPANT: \_\_\_\_\_ 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/HBR?: \_\_\_\_\_ OFFICE TEL. NO.:(\_\_\_\_) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_ HOME TEL. NO.:(\_\_\_\_) \_\_\_\_\_

HOW LONG HAVE YOU KNOWN HIM/HBR?: \_\_\_\_\_ 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: \_\_\_\_\_

BOCA HOUSE CONDOMINIUM ASSOCIATION, INC.

UNIT OWNER(S) INFORMATION SHEET

1. UNIT NO. \_\_\_\_\_
2. OWNER(S) NAME \_\_\_\_\_
3. TEL \_\_\_\_\_ CELL \_\_\_\_\_
4. PROPERTY ADDRESS \_\_\_\_\_
5. MAILING ADDRESS: *If same as above check \_\_\_ and proceed to number 6.*

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code

6. EMAIL ADDRESS\* \_\_\_\_\_  
\*The Association is attempting to communicate with owners using email. We would appreciate your cooperation in supplying us with your email address.
7. PEOPLE TO CONTACT IN THE EVENT OF AN EMERGENCY

\_\_\_\_\_  
TEL \_\_\_\_\_

\_\_\_\_\_  
TEL \_\_\_\_\_

8. VEHICLE(S) INFORMATION

MAKE OF CAR \_\_\_\_\_ YEAR \_\_\_\_\_ TAG NO. \_\_\_\_\_ STATE \_\_\_\_\_

MAKE OF CAR \_\_\_\_\_ YEAR \_\_\_\_\_ TAG NO. \_\_\_\_\_ STATE \_\_\_\_\_

9. SIGNATURE(S) \_\_\_\_\_
10. DATE: \_\_\_\_\_

**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 Associated Credit Reporting, Inc.

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.**

**READ FIRST:** Complete all questions and fill in all blanks. All information supplied is subject to verification. If any question is not answered/left blank, or answered falsely, this application may be returned, not processed, and/or not approved. Missing information will cause delays. Once submitted, order can be cancelled but your fee will not be refunded. Rev. 06/2014

**\*\* THIS APPLICATION IS FOR A SINGLE PERSON OR A MARRIED COUPLE ONLY! \*\***

### APPLICATION FOR OCCUPANCY

Association Name: \_\_\_\_\_

Purchase  Lease  Occupant  Apt.# \_\_\_\_\_ Bldg.# \_\_\_\_\_ Address applied for: \_\_\_\_\_

Full Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_

Single  Married  Separated  Divorced  How Long? \_\_\_\_\_ Other legal or maiden name \_\_\_\_\_

Have you ever been convicted of a crime? \_\_\_\_\_ Date (s) \_\_\_\_\_ County/State Convicted in \_\_\_\_\_

Charge (s) \_\_\_\_\_

Applicant's Cell Number(s) \_\_\_\_\_ Applicant's Email Address \_\_\_\_\_

Spouse \_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_

Other legal or maiden name \_\_\_\_\_ Have you ever been convicted of a crime? \_\_\_\_\_ Date (s) \_\_\_\_\_

County/State Convicted in \_\_\_\_\_ Charge (s) \_\_\_\_\_

Spouse's Cell Number(s) \_\_\_\_\_ Spouse's Email Address \_\_\_\_\_

No. of people who will occupy unit – Adults (over age 18) \_\_\_\_\_ Description of Pets \_\_\_\_\_

Names and ages of others who will occupy unit \_\_\_\_\_

In case of emergency notify \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

#### **PART I – RESIDENCE HISTORY**

A. Present address \_\_\_\_\_ Phone \_\_\_\_\_  
(Include unit/apt number, city, state and zip code)

Apt. or Condo Name \_\_\_\_\_ Phone \_\_\_\_\_ Dates of Residency: From \_\_\_\_\_ to \_\_\_\_\_

Own Home  Parent/Family Member  Rented Home  Rented Apt  Other \_\_\_\_\_ Rent/Mtg Amount \_\_\_\_\_

Are you on the Lease? \_\_\_\_\_ If not, who is the leaseholder? \_\_\_\_\_ Are you on the Deed? \_\_\_\_\_ If yes, under what name? \_\_\_\_\_

Name of Landlord \_\_\_\_\_ Phone \_\_\_\_\_ Email address \_\_\_\_\_

Is your Landlord the: Owner of the property  Realtor  Family Member  Roommate  Property Manager  Other \_\_\_\_\_

B. Previous address \_\_\_\_\_  
(Include unit/apt number, city, state and zip code)

Apt. or Condo Name \_\_\_\_\_ Phone \_\_\_\_\_ Dates of Residency: From \_\_\_\_\_ to \_\_\_\_\_

Own Home  Parent/Family Member  Rented Home  Rented Apt  Other \_\_\_\_\_ Rent/Mtg Amount \_\_\_\_\_

Were you on the Lease? \_\_\_\_\_ If not, who is the leaseholder? \_\_\_\_\_ Were you on the Deed? \_\_\_\_\_ If yes, under what name? \_\_\_\_\_

Name of Landlord \_\_\_\_\_ Phone \_\_\_\_\_ Email address \_\_\_\_\_

Is your Landlord the: Owner of the property  Realtor  Family Member  Roommate  Property Manager  Other \_\_\_\_\_

C. Previous address \_\_\_\_\_  
(Include unit/apt number, city, state and zip code)

Apt. or Condo Name \_\_\_\_\_ Phone \_\_\_\_\_ Dates of Residency: From \_\_\_\_\_ to \_\_\_\_\_

Own Home  Parent/Family Member  Rented Home  Rented Apt  Other \_\_\_\_\_ Rent/Mtg Amount \_\_\_\_\_

Were you on the Lease? \_\_\_\_\_ If not, who is the leaseholder? \_\_\_\_\_ Were you on the Deed? \_\_\_\_\_ If yes, under what name? \_\_\_\_\_

Name of Landlord \_\_\_\_\_ Phone \_\_\_\_\_ Email address \_\_\_\_\_

Is your Landlord the: Owner of the property  Realtor  Family Member  Roommate  Property Manager  Other \_\_\_\_\_

**PART II – EMPLOYMENT REFERENCES**

\*Include a recent copy of an earnings statement to expedite processing\*

A. Employed by \_\_\_\_\_ Phone \_\_\_\_\_  
 Dates of Employment: From: \_\_\_\_\_ To: \_\_\_\_\_ Position \_\_\_\_\_ Fax \_\_\_\_\_  
 Monthly Gross Income \_\_\_\_\_ Address \_\_\_\_\_

B. Spouse Employed by \_\_\_\_\_ Phone \_\_\_\_\_  
 Dates of Employment: From: \_\_\_\_\_ To: \_\_\_\_\_ Position \_\_\_\_\_ Fax \_\_\_\_\_  
 Monthly Gross Income \_\_\_\_\_ Address \_\_\_\_\_

**PART III – BANK REFERENCES**

\*Include a recent copy of a bank statement to expedite processing\*

A. Bank Name \_\_\_\_\_ Checking Acct. # \_\_\_\_\_ Phone \_\_\_\_\_  
 Address \_\_\_\_\_ Fax \_\_\_\_\_

B. Bank Name \_\_\_\_\_ Savings Acct. # \_\_\_\_\_ Phone \_\_\_\_\_  
 Address \_\_\_\_\_ Fax \_\_\_\_\_

**PART IV – CHARACTER REFERENCES (No Family Members)**

1. Name \_\_\_\_\_ Home Phone \_\_\_\_\_  
 Address \_\_\_\_\_ Business Phone \_\_\_\_\_  
 Email Address \_\_\_\_\_ Cellular Phone \_\_\_\_\_

2. Name \_\_\_\_\_ Home Phone \_\_\_\_\_  
 Address \_\_\_\_\_ Business Phone \_\_\_\_\_  
 Email Address \_\_\_\_\_ Cellular Phone \_\_\_\_\_

3. Name \_\_\_\_\_ Home Phone \_\_\_\_\_  
 Address \_\_\_\_\_ Business Phone \_\_\_\_\_  
 Email Address \_\_\_\_\_ Cellular Phone \_\_\_\_\_

4. Name \_\_\_\_\_ Home Phone \_\_\_\_\_  
 Address \_\_\_\_\_ Business Phone \_\_\_\_\_  
 Email Address \_\_\_\_\_ Cellular Phone \_\_\_\_\_

Are you using a realtor? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes: Realtor's name \_\_\_\_\_  
 Email Address \_\_\_\_\_ Cellular Phone \_\_\_\_\_

Driver's License Number (Primary Applicant) \_\_\_\_\_ State Issued \_\_\_\_\_  
 Driver's License Number (Secondary Applicant) \_\_\_\_\_ State Issued \_\_\_\_\_  
 Make \_\_\_\_\_ Type \_\_\_\_\_ Year \_\_\_\_\_ License Plate No. \_\_\_\_\_  
 Make \_\_\_\_\_ Type \_\_\_\_\_ Year \_\_\_\_\_ License Plate No. \_\_\_\_\_

If this application is not legible or is not completely and accurately filled out, Associated Credit (and the Association) will not be liable or responsible for any inaccurate information in the investigation and related report (to the Association) caused by such omissions or illegibility.

By signing the applicant recognizes that the Association and Associated Credit will investigate the information supplied by the applicant, and a full disclosure of pertinent facts will be made to the Association. 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. This form is for the exclusive use of Associated Credit Reporting, Inc.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_ Spouse's Signature \_\_\_\_\_ Date \_\_\_\_\_

4690 NW 103rd Avenue, Sunrise, Florida 33351

www.associatedcreditreporting.com

## \*\*\*AUTHORIZATION FORM\*\*\*

I/We hereby authorize **Associated Credit Reporting, Inc.** to obtain data to verify any and all information they request with regards to my/our Application for Occupancy, specifically the verification of my bank account(s), credit history, residential history, criminal record history, employment verification and character references.

I/We hereby waive any privileges I/we may have with respect to the said information in reference to its release to the aforesaid party. Information obtained for this report is to be released to the authorized party designated on the Application for Occupancy, for their exclusive use only. PLEASE INCLUDE COPY OF DRIVER'S LICENSE TO CONFIRM IDENTITY. If you do not have a driver's license, please include a copy of your Passport or current government issued identification card.

I/We acknowledge our rights as stated in the Fair Credit Report Act that I/we are entitled to a copy of the report upon proper written request and can dispute any inaccurate information for re-verification. I/We understand that Associated Credit Reporting, Inc. is not directly involved in the approval or denial of any applicant. The information received by Associated Credit Reporting, Inc. shall be held in strict confidence, protected as governed under the Fair Credit Reporting Act, and will never be released to any third party other than the designated recipient. I/We further understand that this is a non-refundable process.

By signing below, I/We further state the Application for Occupancy and Authorization Form were signed by me/us and was not originated with fraudulent intent by me/us or any other person and that the signature(s) below are my/our own proper legal signature. I/We certify (or declare) under penalty of perjury that I/We agree to the foregoing and; that all answers and information contained on the Application for Occupancy are true and correct and will hold Associated Credit Reporting, Inc. harmless from the result of the investigation.

\_\_\_\_\_  
(Applicant's Signature)

\_\_\_\_\_  
(Spouse's Signature)

\_\_\_\_\_  
(Applicant's Name Printed)

\_\_\_\_\_  
(Spouse's Name Printed)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Date Signed)



**BOCA HOUSE**  
CONDOMINIUM ASSOCIATION, INC.  
698 -- 750 NE Spanish River Boulevard, Boca Raton, Florida 33431  
Telephone: 561 368 0595

**RULES AND REGULATIONS WE LIVE BY**  
Revised and Adopted – July 25, 2016

The attached list of “Rules and Regulations We Live By” was adopted the Board of Directors of Boca House Condominium Association, Inc.

We recommend that you review them with your family and leave them in a place in your home that will be easily accessible to you, your guests and/or your tenants.

Please make guests aware of the Rules governing common areas so that they will not be faced with an embarrassing situation.

The Board of Directors has the authority to enforce these Rules as adopted. Your cooperation in following them is in the best interest of all lessees and unit owners.

These Rules are in addition to those in the Condominium Documents:

**SINGLE FAMILY RESIDENCES ONLY**

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

**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.

## I. GENERAL:

- a. Loud noises coming from within any unit 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 lint traps must be cleaned after each use.
- d. Laundry room doors must be closed and locked when not in use. Laundry facilities are intended for cleaning personal laundry only. This includes items such as: clothing, towels, and bed linens. Boca House laundry equipment is not to be used for cleaning heavy items such as carpets, throw-rugs, beach blankets or bedspreads.
- 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, on any common element, or on any limited common element.
- 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 has been no damage to the common areas and elevator during the move. Costs of repair for any damage will be deducted from the security deposit.
- j. Shopping carts are located on the first floor of each building and are provided for residents for packages, groceries, etc. Shopping carts are to be returned to the first floor after each use. This applies to specifically colored shopping carts provided by the Association. Shopping carts from neighborhood stores are used at your own risk, and are not allowed on Boca House property. Shopping carts are not for construction project 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 sound barrier insulation and the approval of the Board. Sound barrier material providing a minimum Impact Isolation Class (IIC) rating value of at least 70 must be used.

- 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 Rain and Hurricane shutters must be closed.
- m. No pets are allowed without the express written approval of the Board. Prior to occupancy at Boca House, the documentation for Certified Service Animals or Certified Emotional Support Animals must be provided to the Board and management company. Visiting Emotional Support Animals must have documentation on file with the Board and management company.
- 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.

## II. COMMON ELEMENTS:

- a. No item of personal property, including bicycles, motorized scooters, shopping carts, furniture, toys, etc., shall be placed on the common areas including office areas, 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 first floor 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 dollar (\$50.00) charge to the unit owners.
- g. No running, skate boarding or similar activities are allowed in any walkways and/or anywhere on common property.

### III. OWNING a Unit:

- 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 dollar, (\$100.00) non-refundable fee must accompany each application payable to the Management Company.
- e. Units may only be leased for a term of no less than three (3) consecutive months and no more than 12 months. Each unit may be leased only once per 12 month period, to be determined by the date of the first occupancy of the most immediate lease term.
- f. The one hundred (\$100.00) application fee will be waived for immediate family members if they are taking residence in an existing family owned unit. If they are purchasing an additional unit, then the application fee will not be waived. Immediate family members include: spouse, parents, grandparents, children, grandchildren, brothers, sisters, and in-laws.
- g. When references have been investigated, an interview will be scheduled between the new owner(s) and a member of the Board of Directors (or appointed interviewer). Additional family members taking residence in an existing unit will be scheduled for an interview, whether they are named on the deed or not. The interview must include the persons named as owners (trustees), and any additional family residents.
- h. Rules and Regulations will be discussed during the interview process and the interviewee(s) will be required to sign a document attesting to the fact that he/she has read and will abide by the Rules and Regulations We Live By. This signed copy will be kept in the Association's record file.
- i. In the event these Rules and Regulations are violated, the Board has the right to take legal action.
- j. Lease renewals must be presented to the Management Company one month prior to the end of the lease period and approved by the Board.
- k. Subleasing is prohibited.
- l. Participation in short-term accommodation/home rental or exchange services (such as AirBnB) is not permitted.
- m. New owners must complete a Contact Information Form to be kept with Association records.
- n. The Association must be provided with a copy of all Deed changes.

#### IV. LEASING a Unit:

- a. A one hundred dollars, (\$100.00) non-refundable fee must accompany each application payable to the Management Company.
- b. When references have been investigated, an interview will be scheduled between the lessee(s) and a member of the Board of Directors (or appointed interviewer). Additional lessee family members taking residence in an existing unit will be scheduled for an interview, whether they are named on the lease or not. The interview must include the persons named on the lease.
- c. Rules and Regulations will be discussed during the interview process and the interviewee(s) will be required to sign a document attesting to the fact that he/she has read and will abide by the Rules and Regulations We Live By. This signed copy will be kept in the Association's record file.
- d. In the event these Rules and Regulations 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 person(s) noted on the lease.
- e. The lessee is assigned only one deeded parking space for the unit which is being leased.
- f. Lease renewals must be presented to the Management Company one month prior to the end of the lease period and approved by the Board.
- g. Subleasing is prohibited.
- h. Participation in short-term accommodation/home rental or exchange services (such as AirBnB) is not permitted.
- i. Lessees must complete a Contact Information Form to be kept with Association records.

#### V. GUESTS:

- a. A Guest is any person on the property who is not listed on the deed, nor an authorized tenant.
- b. Overnight guests of residents (including immediate family members), must register with management via telephone (561-368-0595) prior to entering the unit.
- c. Guest registration instructions are posted on the first floor bulletin board adjacent to the elevators or may be obtained by calling the association office.
- d. Unregistered individuals will be considered to be trespassing.
- e. No guests are permitted to occupy a unit, without Board pre-approval, unless the Owner or authorized tenant is present and concurrently occupying the same unit at the same time.
  - 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 Boca House.

- ii. Re-occurring guests must register prior to each occupancy.
- iii. Rules and Regulations We Live By must be provided by the owners to their guests, 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.
- iv. Failure of the owner or lessee to notify the Association of guests staying in their unit will be in violation of these Rules and Regulations 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.

## VI. 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 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. Owners are required to inform guests, and service/maintenance personnel of where to properly park.
- l. 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, a parking pass will be issued.
- iv. Guest parking may not exceed two (2) weeks.
- m. 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.
  - iv. Owners parked in a Reserved space are considered illegally parked.
- n. Vehicles tagged with warning notices shall have twenty-four hours (24 hours) to comply with the warning notice or such car may be TOWED. If illegally parked again, the vehicle shall be towed without further notice.

## **VII. DOCKS:**

The Dock Master shall assist the Board regarding boat and dock requirements.

- 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. A request for guest boat permission must include Registration and Insurance documents.
- c. Owners of units without a dock space cannot be assigned a space unless a unit owner is willing to sublease his unoccupied space.
- d. Lessees may rent available dock space for the term of their lease.
- e. You must be a resident of Boca House to lease a dock space.
- f. 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.
- g. All owners or lessees or guests of a dock space shall submit, using the form provided, information regarding the boat to be docked at Boca House. This must include a current boat registration and insurance. All boats must have insurance.
- h. 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.
- i. No oil, gasoline, trash, rubbish, fish, bait or other debris shall be left on docks.
- j. Fueling is not permitted at the dock.

- k. 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).
- l. Prior approval is required to install electrical lines or connections.
- m. Dock boxes must be approved prior to placement at the dock.
- n. No charter boat or drift-fishing boat, sightseeing boat or any other type of commercial boat shall operate from the docks.
- o. Boaters must use caution when entering or leaving their dock space and all applicable laws that apply to such.
- p. 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.
- q. All vessel owners must take precautions during hurricane season.
- r. Condominium dock space #9, is for the use of condo owners and condo lessees and must have prior Board approval for maximum use time of 24-hours.
- s. There shall be no kayaks stored on the dock, walkway, or on unapproved common areas.
- t. Boats docked at the Boca House docks shall not be used as living and/or sleeping quarters.
- u. No recreational diving or swimming is allowed in the canal.
- v. No boat lifts are allowed.

#### **VIII. POOL AND PATIO:**

- a. Posted Health Department Rules and Regulations 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. Anyone wearing diapers, pads, etc. that are not specifically designed for water activities 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. Smoking is not permitted within the pool area or on the patio 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 must be turned off. This BBQ grill must be cleaned thoroughly after use. Do not add charcoal to the BBQ grill.
- o. An owner or authorized tenant 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. The costs of any cleaning required and/or repairs needed for damage done will be charged back against the deposit. If such costs exceed the deposit provided, the additional funds will be charged to the unit owner account.

#### **IX. FIRE ALARMS and FIRE EMERGENCY:**

- a. In case of fire, pull the fire alarms located on each floor. There are 3 alarm pull-stations on 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 at each stairway on each floor.

#### **X. 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. The shutters are to be closed when away for 48 hours or longer.
- d. Hurricane shutters or hurricane impact windows and doors are encouraged.

#### **XI. COMPLAINTS:**

- a. Any complaints regarding the action of other owners or lessees of Boca House shall be made in writing and submitted to the Association's Board of Directors.
- b. Any criticism of a building employee's work or conduct shall be made in writing and submitted to the Association's Board of Directors.

- c. To be considered valid, a complaint must be corroborated.
- d. No owner, lessee, or guest is authorized to reprimand or give orders to any employee of Boca House or Management.

## **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 coordinate 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 are to be approved by the Maintenance Supervisor.
- d. If the building water has to be shut off, the Management 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 a \$250 refundable security deposit for all condo repairs or updates. This deposit will be refunded if no trash, dirt, or damage is left behind in common areas. The owner is also responsible for any monetary damages caused by their contractor.
- j. When new Air Conditioning units are installed, the owners is required to ensure any concrete work around the compressor grill is consistent with the building. The finished concrete must be smooth and ready to paint, otherwise the owner will be billed for surface preparation by the Association.
- k. The Air Conditioner's exterior grillwork is the owner's responsibility for keeping in good repair.

# **BOCA HOUSE - Rules & Regulations Owner/Tenant Acknowledgement**

I have read and will abide by the Boca House Rules & Regulations We Live By.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Resident Unit Number \_\_\_\_\_ Today's Date \_\_\_\_/\_\_\_\_/\_\_\_\_

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I have read and will abide by the Boca House Rules & Regulations We Live By.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Resident Unit Number \_\_\_\_\_ Today's Date \_\_\_\_/\_\_\_\_/\_\_\_\_

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**BOCA HOUSE Condominium Association Board Member**

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Today's Date \_\_\_\_/\_\_\_\_/\_\_\_\_