

REGENCY AT BOCA POINTE

RULES & REGULATIONS

JULY 2022

From time to time, in accordance with the Regency Declaration of Condominium, the Board of Directors meet to review, amend, and/or create Rules and Regulations.

In general, these Rules and Regulations shall apply to and be binding upon all unit owners. Unit Owners shall obey said Rules and Regulations and use their best efforts to see that they are faithfully observed by their families, guests, invitees, lessees, and persons over whom they exercise control and/or supervision.

RULES AND REGULATIONS ARE AS FOLLOWS:

1. MAINTENANCE FEES / ASSESSMENTS

- Condominium maintenance fees are to be paid quarterly on ~~February 1, May 1, August 1, and November 1~~ **January 1, April 1, July 1, and October 1** of each year. Payments must be received by the 10th of the month due.
- Maintenance fees not paid within ten (10) days of due date shall bear interest from the due date until paid at the MAXIMUM RATE PERMITTED BY LAW.
- Failure to pay any maintenance fee within ten (10) days from the date due shall entitle the Association to levy a late charge against the defaulting unit owner in an amount not to exceed the greater of \$25.00 or five percent (5%) of the past due maintenance fee(s).
- The interest and late fee apply to all maintenance fees that are past due.
- Unit owners who fail to pay within 30 days of the due date (in addition to the penalties and interest charges) will receive a 10-day due on demand letter.
- Failure to pay within the 10- day period will result in the unit owner's account being sent to collections.
- Payments made shall be applied to interest first and then to principal.
- Special assessments are subject to the same collection policies as noted above

2. CLUB HOUSE / POOL

- The pool is for the exclusive use of Regency residents, in good standing, and for their house guests.
- Residents may reserve the clubhouse by contacting the on-site property manager and paying a \$100.00 security deposit. NO EXCEPTIONS.
- Residents reserving the clubhouse must clean the clubhouse at the conclusion of the reserved event. NO EXCEPTIONS.
- Security deposit may be used to clean and / or repair any damage.
- At NO TIME may the entrance gate to the pool / club house be left opened.
- Pool rules are posted on the club house wall and are to be observed always.
- Children under 10 years of age are not permitted in the pool, spa (hot tub), or club house without adult supervision.
- NO CELL PHONES conversations are allowed in the pool area. (Emergency calls only)

- NO SMOKING in the pool area.
- Babies in diapers and persons with incontinence are not permitted in the pool. (Unit owners will be responsible for cleaning and possible refilling of the pool if an accident occurs).
- All persons going to and coming from must wear a proper cover up and footwear.
- Emotional Support animals are not allowed in the pool, spa, or club house area.
- No glass bottles are allowed in the pool area. Liquid refreshments must be in plastic containers.

3. COMMON ELEMENTS / LIMITED COMMON ELEMENTS

- Smoking is **not permitted** in any common element, i.e., hallways, elevators, building vestibules, pool area, club house, and roofs.
- Stairwells **cannot** be used for storage under any circumstances.
- Access to the roof is strictly prohibited except for licensed and properly insured repairmen
- Permissible lobby decorations, including furniture, artwork, floor decorations etc. may not be placed within 3 feet of any fire extinguisher or fire pull.
- No lobby decorations or artwork or placement thereof, may be placed on the upper floor hallways or main lobbies. Furniture, approved by the Board of Directors, shall be permitted to be placed in lobbies or shared hallways.
- All lobbies and foyers are designated as common element areas.

4. MOVING IN / OUT

- All Unit Owners must complete and return the Owner information and emergency contact sheet. Completed document must be returned to Lisa Barnett, Regency's on-site property manager.
- Unit Owners must notify GRS Community Management (Lisa Barnett) one week prior to moving in or moving out.
- Unit Owners must submit a damage deposit of \$500.00 prior to the move. Deposits will be refunded following a damage inspection. Damage **and clean-up** greater than \$500.00 will be the responsibility of the unit owner involved in the moving activity.
- Unit Owners must coordinate their move with Regency's on-site property manager to ensure that proper protection is provided in the elevator.
- Moving activities can only take place Monday thru Friday between the hours of 8:30AM to 4:30PM.
- Unit Owners must notify on-site property manager 24 hours in advance of having any furniture or appliances delivered or removed from their unit. A security deposit will not be required for this type of activity.
- Unit Owners must furnish a key and alarm code to the on-site property manager, without the key and alarm code, forcible entry may be required. All damages and liabilities due to forcible entry will be the responsibility of the Unit Owner.
- Please be courteous and understand that the elevators are for the use of all unit owners and persons moving in must advise their moving company to accommodate all parties.

5. VEHICLE REGISTRATION

- All unit owners' vehicles parked in the Regency parking lot must have a Regency parking sticker.
- No vehicle can remain parked in the Regency parking lot, whether in a designated parking space or guest spot without being used for more than 12 months. All unit owner's vehicles must be main-

tained in good working order and must have a current, valid license plate. Vehicles not in compliance will be towed from the Regency property. Unit owner will be responsible for all expenses associated with towing the vehicle.

- All assigned parking and guest parking are for the exclusive use of Regency unit owners and their guests.
- Vendors are not guests and are to be instructed to use the asphalt parking area for trucks and vans.
- No motorcycles, trailers, water crafts, motor homes, mopeds, go karts or all-terrain vehicles may be parked anywhere on the premises by residents, guests or tenants.
- All traffic signs must be obeyed by all residents, guests, and tenants.
- No commercial vehicles or vehicles with advertising allowed unless performing work for association or unit owners.

6. PETS /ANIMALS

- The Governing Documents of Regency at Boca Pointe Condominium Association Inc., specifically, Article 29 of the Declaration of Condominium, contains a provision prohibiting owners from keeping pets/animals on the Condominium Property or within any Unit.
- Visitors are not permitted to bring any animal on the premises unless the emotional support animal has been approved by the Board of Directors in advance.

7. SERVICE / SUPPORT ANIMALS

- The Governing Documents of Regency at Boca Pointe Condominium Association, Inc., specifically, Article 29 of the Declaration of Condominium, contain a provision prohibiting owners from keeping pets/animals on the Condominium Property or within any Unit. However, upon written request of a Resident with a verifiable disability, the Board of Directors may permit a “Service Animal” or a “Support Animal” to be kept as a reasonable accommodation when such accommodation is necessary under federal and state fair housing laws to afford the Resident an equal opportunity to the use and enjoyment of his or her unit.
- A Resident requesting a Service or Support Animal must meet all the requirements set forth in the Federal Fair Housing Act, 42 U.S.C. 3601, et seq and the Florida Fair Housing Act, Chapter 760 of the Florida Statutes as same may be amended or renumbered from time to time. The Resident must complete a written Request for Reasonable Accommodation to keep a Service/Support Animal, and must provide the following:
 - A. Documentation from a Healthcare Provider indicating that the Resident:
 - i. Meets the definition of a “Disabled Person” under all applicable fair housing and disability legislation, including specifically that the disability substantially limits the Resident from performing one or more major life functions.
 - ii. That the Service or Support Animal requested is necessary for the well-being of the requesting Resident and ameliorates the disability which is impairing a major life function of the Resident; and
 - iii. That the presence of the Service or Support Animal is necessarily and related to the requesting Resident’s disability; and

- iv. That other alternative treatments and therapies which would not constitute a violation of the Association's Governing Documents have been tried and were insufficient to ameliorate the Resident's disability; and
 - v. Any such other information as may reasonably be required by the Board to afford the Board an opportunity to meaningfully review the Resident's request.
 - vi. In the event that a particular species, breed, or size of service or support animal is required in relation to the disability, or if more than one (1) support animal is required in relation to the disability, such need must be specifically noted by the Healthcare Provider.
- B. A Veterinary Health Certificate for the proposed Service or Support Animal(s) reflecting the breed, sex and current weight of the animal and the maximum weight at maturity, as well as providing proof of current vaccination in compliance with all local ordinances and proof that the Service/Support Animal has been spayed or neutered.
 - C. A photograph of the proposed Service/Support Animal(s) and evidence of specialized training, if applicable and/or if/where permitted by law.
- Upon receipt of the Resident's written request and all accompanying information reasonably required by the Board for meaningful review of such request, the Board may provide a reasonable accommodation if it finds that:
 - A. The Resident has a verifiable disability under Federal and State Law*
 - B. The accommodation requested is reasonable and necessary for the disabled person's ability to perform major life functions, and/or to afford the disabled person's equal use of the property;
 - C. The requested accommodation does not cause an undue financial or administrative hardship to the Association; and
 - D. There is an identifiable relationship between the requested accommodation and the amelioration of the disability.
 - To the extent the information included in the Healthcare Provider's note/letter submitted by the requesting Resident lacks sufficient detail to permit meaningful review of the accommodation request, or raises reasonable questions to the Board, the Board may request the Resident obtain reasonable additional information from the Healthcare Provider (including, but not limited to, requiring the Healthcare Provider to complete a Certification Form – as provided by the Board from time to time, unless otherwise prohibited by law).
 - Prescriptions from licensed professional health care providers are only good for 1 year and must be renewed annually with the Regency Board of Directors for approval.
 - If a majority of the Board approves the resident's request to keep a Service or Support Animal as a reasonable accommodation for his/her disability, such approval will be conditioned upon the Resident entering into a Service/Support Animal Agreement containing the specific terms and conditions relating to the Service/Support Animal and accommodation granted. The Resident must agree to and abide by these terms and conditions, which shall be set forth in a Service/Support Animal Agreement that must be executed by the Resident, or such approval will be deemed immediately withdrawn. All terms and conditions will be determined by the Board, in its sole discretion, on a case-by-case basis and will be based upon the individual needs of the Resident, the

nature of the disability, and the breed and/or type of Service/Support Animal being requested/uti-
lized. The Board may, among other terms and conditions, limit or prohibit the Service/Support Ani-
mal from any or all of the common areas (if reasonable and permitted by law), designate a limited
area where the Service/Support Animal must be walked to relieve itself, prohibit actions such as
excessive barking deemed to be a nuisance, and require that the requesting Resident agree to
defend and indemnify the Association from any personal injury or damage caused by the Ser-
vice/Support Animal as a condition of approval.

- No Service/Support Animal may be brought on to the condominium premises or brought inside a unit until: (i) the Resident's disability has been verified; (ii) all required documentation has been provided; (iii) the Resident's prescription/Healthcare Provider recommendation has been verified; and (iv) the Resident has signed a Service/Support Animal Agreement containing the terms and conditions relating to the reasonable accommodation(s) granted as to maintenance of his or her specific Service/Support Animal. Any Resident who brings an animal onto to the premises or in-
side his or her unit (which animal's presence would otherwise constitute a violation of the Associa-
tion's Governing Documents) without following these advance steps may be subject to immediate legal proceedings.
- To the extent possible, service/support animals should not exceed a maximum weight at maturity of twenty-five (25lbs) pounds.

8. RENOVATIONS

*Major renovations include, but are not limited to, removing floor tile and replacing floor(s), (except car-
peting) kitchen and bathroom remodeling (involving the relocation of plumbing and electrical ser-
vice/devices), installation of interior walls (load bearing walls may not be removed) windows, and slid-
ing glass doors, changing plumbing feeds/drainage, etc.*

- Prior to commencing any Major Renovations, Unit Owner must submit a CONSTRUCTION / REN-
OVATION APPLICATION to the Board of Directors for approval.
- Each unit owner submitting CONSTRUCTION / RENOVATION APPLICATION will be required to
provide a \$1000.00 security deposit. All work must be performed by licensed and insured contrac-
tors. All structural changes must be approved by a licensed engineer and permitted. Copies of li-
cense and insurance must accompany the application.
- Construction must be in accordance with the Building Code of Palm Beach County and all state re-
quirements.
- A BUILDING PERMIT must be obtained, when necessary, from Palm Beach County. Copies of
building permits must be provided to the on-site property manager before work can begin.
- All work must be coordinated with our on-site property manager. Our on-site manager will deter-
mine what type of protection is required for the lobbies, hallways, and elevators. The protection is
at the expense of the unit owner.
- Unit owners must be in residence or arrange to have a named representative on site while work is
being performed. Named representative must be included on Application. Failure to have a repre-
sentative on-site will result in all work being suspended until owner follows rule 8.
- Unit owners are responsible for all damage to common element areas and limited common element
areas (lobby, hallway, elevators, parking lot etc.) because of the construction work.

- Contractors must remove all debris from the work site. The use of building trash chute or building dumpster is strictly prohibited. If necessary, check with our on-site property manager to see if your license contractor can place a small dumpster in a designated area on the property.
- Unit owners shall be responsible for the maintenance, repair and replacement of all exterior screens, windows, and doors
- All windows must be installed from the exterior of the building. This is to ensure that proper sealing of the window unit is completed, and no damage occurs to the building's interior or exterior.
- Construction activity can only be completed Monday thru Friday between the hours of 8:30am and 4:30pm. All other non-emergency requests regarding other days or times must be approved by the Board of Directors.
- No work is allowed on holidays.
- In the event of emergency repairs to your apartment you should contact Access Control (gate security) and give them the name of the contractor you have hired to complete the emergency repair.
- Dryer vent maintenance and repair is the responsibility of the unit owner. As is all duct cleaning.
- Failure to comply with these Renovation rules may result in the Association taking the steps necessary to halt all construction / renovations until the Unit Owner is compliant.
- Noise levels by contractors and vendors from radios, televisions or computer speakers must be kept at a sound level as not to disturb residents and must be kept within the confines of the unit. If a contractor or vendor has been warned three times, they will lose access to Regency.
- Unit owners shall be responsible for their contractor or vendor that causes any damage to Regency property.

9. RENTAL / LEASE

- No condominium may be leased or rented without the prior written approval of the Regency Board of Directors.
- Board of Directors shall have the right to require that a substantially uniform form of lease be used.
- No lease or rental may be made for a period less than 1 month and not more often than once per a 12-consecutive month period.
- No unit may be occupied or used for any commercial or business purpose.
- No transient accommodations shall be allowed.
- Rental / lease agreements must be obtained from our on-site property manager.
- If the Board of Directors approves a rental or lease, such approval shall not release the unit owner from any liability or obligation under the Declaration of Condominium or the Rules and Regulations as approved by the Regency Board of Directors.

10. WASTE

- All newspapers, magazines, and plastic / glass items must be discarded in the proper bins located in the trash room on the first floor for recycling. Do not discard these items down the trash chute.
- At no time should open waste / trash be placed down the trash chute or in the building dumpster. All waste / trash must be in an enclosed trash bag.

11. GUEST / ADDITIONAL OCCUPANT

- No individual(s), other than a person or persons approved by the Board of Directors, may reside in, or occupy a unit.
- Unit owners wishing to have a guest occupying their unit in their absence must submit an application for Additional Occupant to the Board of Directors. Applicant must submit to a background check and have board approval before they can occupy the unit.
- All expenses associated with the application for additional applicant are the responsibility of the unit owner.
- A Guest may reside in a unit in the presence of a unit owner for a period not to exceed thirty (30) days in any 12-month period.
- All guests who reside in or occupy a unit in the presence of a unit owner for a period that exceeds thirty (30) days shall be deemed an “Additional Occupant” and must submit an application for occupancy to the Board of Directors, be subject to a background check/occupancy pre-screening and obtain prior written approval from the Board of Directors. For the purposes of this paragraph, the terms “Guest” and “Additional Occupant” are applicable regardless of familial status or relationship to the unit owner.
- No Unit Owner shall sell or lease their unit without prior approval of the Association as per the Condominium Declarations and By-laws Documents
- Entry codes or keys to buildings, pool or stairway cannot be shared with delivery personnel, friends or caregivers. In addition to landline use, cell phones can be used to allow guests or service personnel entry into the building. **Only cell phones with local 561 area code will work**

If any word, clause, paragraph, or obligation created by these Rules and Regulations are subsequently found to be invalid, unenforceable, and/or otherwise determined to be unconscionable, such shall not affect the remaining words, clauses, paragraphs and obligations of these Rules and Regulations, which will continue to be valid and enforceable to the extent that such are not dependent upon the offending word, clause, or paragraph

THESE RULES AND REGULATIONS WERE APPROVED AND ADOPTED BY THE REGENCY BOARD OF DIRECTORS ON JULY 18, 2022 **Correction to dates made on 1/19/2023.**

*The Board of Directors for
Regency of Boca Pointe Condominium Association, Inc.*

Agent for Association

REGENCY AT BOCA POINTE

RULES & REGULATIONS

July 2022

Rules and Regulations are designed to make living here at the Regency pleasant and comfortable. The restrictions imposed are for the mutual benefit of all.

In general, Regency's Rules and Regulations shall apply to and be binding upon all unit owners. Unit Owners shall obey said Rules and Regulations and use their best efforts to see that they are faithfully observed by their families, guests, invitees, lessees, and persons over whom they exercise control and/or supervision.

Violations of these Rules and Regulations are to be reported to the Association, who will bring the violation to the attention of the violating Unit Owner, lessee, or guest for corrective action.

THESE RULES AND REGULATIONS WERE APPROVED AND ADOPTED BY THE REGENCY BOARD OF DIRECTORS ON JULY 18, 2022 **Correction to dates made on 1/19/2023.**

BOARD OF DIRECTORS
REGENCY @ BOCA POINTE

By my signature, I do attest that I have provided a copy of the Rules and Regulations to the Unit Owner.

Board Member

Date

By my signature, I do attest that; (1) I have received a copy of the Rules and Regulations governing all unit owners. (2) As a Unit owner, I shall obey said Rules & Regulations and use my best efforts to see that they are faithfully observed by my family, guests, invitees, lessees, and persons over whom I exercise control and/or supervision.

Unit Owner

Date

Unit Number