



ENCLAVE

AT BOCA DUNES

Rules and Regulations

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Rules and Regulations Overview

Article 1 – Guiding Principles

WELCOME TO ENCLAVE AT BOCA DUNES

These Rules & Regulations are meant to maximize your enjoyment of the community that you live in and to keep the property beautiful, safe, and to the standards that you expect from living in a vibrant community.

All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration. Otherwise, the terms shall have the meanings as defined in Webster's Third New International Dictionary of the English Language Unabridged. These Rules and Regulations supersede prior K. Hovnanian's Enclave at Boca Dunes: Reference Guide issued and any other existing rules. In the case of any apparent conflicts between the Rules and Regulations and the Declaration, Bylaws, or Articles, the provisions of the Declaration, Articles, or Bylaws shall prevail in that order. Any waiver by the Board of the Rules and Regulations and/or consents or approvals may be altered or reversed by the Board at any time and shall apply only to the individual or situation which led to its granting and shall not be considered to set any precedent.

The Manager and its authorized management personnel (collectively, "**Management Personnel**") are authorized by the Board to enforce these Rules and Regulations and to report all violations to the Board. Owners and Occupants shall report violations of these Rules and Regulations to the Board and Management Personnel and shall not attempt to enforce these Rules and Regulations by themselves or through self-help.

Pursuant to Section 9.9.2 of the Declaration, the Declarant is not subject to these Rules and Regulations. The Declarant and/or the Board, as applicable, may amend, clarify, delete, or add to these Rules and Regulations as set forth in the Declaration.

Article 2 – General Risk Disclaimer

RISK DISCLAIMER: Each Owner, Occupant, and Lessee, as a condition of entry into ENCLAVE AT BOCA DUNES, assumes sole responsibility for its property and self and its Immediate Family Members, guests in invitees. The Association shall not be responsible for any loss or damage to private property used or stored within ENCLAVE AT BOCA DUNES, nor for any personal injuries sustained or caused by any Owner, Occupant, Lessee, Immediate Family Member, guest, invitee, or Management Personnel. Any Owner, Occupant, Lessee, Immediate Family Member, guest, invitee, or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege, or service whatsoever owned, leased, or operated by the Association, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Association, either on or off property within ENCLAVE AT BOCA DUNES, shall do so at their own risk.

Owners, Occupants, Lessees and their Immediate Family Members and guests shall hold the Association and its affiliated, directors, officers, representatives, and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from any act or omission, whether due to negligence or otherwise, of the Association, their respective affiliates, directors, officers, representatives or agents. Any Owner, Resident, Occupant, and Lessee shall have, owe, and perform the same obligation to the Association and its affiliated, directors, officers, employees, representatives, and agents hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or Immediate Family Member.

General Rules and Regulations

Article 3 – Owner and Occupant Responsibilities

- 3.1 General Responsibility.** With respect to compliance with these Rules and Regulations and the other Governing Documents, an Owner shall be held responsible for the actions of their Lessees, Occupants, Immediate Family Members, guests, invitees, contractors and all other persons for whom they are normally responsible, as well as for the actions of persons over whom they exercise control and supervision.
- 3.2 Observance of Laws.** All applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Violations of laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction relating to ENCLAVE AT BOCA DUNES or any Lot or Home shall be corrected by, and at the sole expense of, the responsible Owner or, as appropriate, the violator.
- 3.3 Violations & Enforcement.** Violations of any of the Governing Documents and/or these Rules and Regulations shall be reported immediately to the Board and/or Management Personnel and shall subject the responsible Owner and/or violator to any and all remedies available to the Association.
- 3.4 Use of Alcohol.** The Association is prohibited from selling, serving, distributing, or furnishing alcohol at any Association-planned events.
- 3.5 Relationship with Management Personnel.** No Owner, Occupant, Lessee or guest may (i) direct the activities of any Management Personnel or other staff members of the Association; (ii) ask any Management Personnel or other staff members of the Association to leave ENCLAVE AT BOCA DUNES for any purpose whatsoever; or (iii) reprimand, discipline or in any way abuse, verbally or otherwise, any Management Personnel or other staff members of the Association. Any Management Personnel or other staff members of the Association not rendering courteous or prompt service should be immediately reported to the Manager and the Board. Any complaints, criticism, or suggestions of any kind relating to the operations or actions of Management Personnel must be addressed to the Board in written communication. Management Personnel authorized by the Board to monitor the Common Areas and other portions of ENCLAVE AT BOCA DUNES have the authority to enforce these Rules and Regulations and to report violations to the Board.
- 3.6 Employment by the Association.** No Owner may receive compensation for any services furnished to the Association unless otherwise authorized in the Governing Documents and as otherwise permitted under Florida law.
- 3.7 Nuisance.** Nothing shall be done within ENCLAVE AT BOCA DUNES or any Home or Lot that interferes with the peaceful enjoyment and possession or proper use of other Homes or the surrounding areas nor anything which tends to cause any embarrassment, discomfort, unreasonable annoyance, or nuisance to any other Owner, Occupant, Lessee or guest using any portion of ENCLAVE AT BOCA DUNES, as determined by the Board in its sole discretion. Noise levels must comply with all City and County rules, regulations and ordinances.
- 3.8 Lakes and Our Environs.** The lakes, ponds, and other water bodies in our community are exclusively for our visual enjoyment and water retention/detention purposes. Accordingly, no swimming, fishing, or boating is allowed in any retention/detention areas, lakes, ponds, or other water bodies within ENCLAVE AT BOCA DUNES. In addition, feeding any wild animals anywhere within ENCLAVE AT BOCA DUNES is strictly prohibited.
- 3.9 Disturbances.** No loud noises or noxious odors shall be permitted within ENCLAVE AT BOCA DUNES. Owners and Occupants shall not operate radios, television, musical instruments, or any other noise-producing devices at times or at volume levels that shall disturb others, as determined by the Board in its sole discretion. None of the following shall be located, used, or placed on any portion of a Lot outside of a Home or otherwise exposed to other Owners and Occupants without the prior written approval of the Board:

- (a) Horns, whistles, bells, or other excessive sound-producing devices (other than security devices used exclusively for security purposes).
- (b) Noisy vehicles, excessively noisy power equipment, noisy motorcycles, or off-road motor vehicles.
- (c) Any items which may unreasonably interfere with television or radio reception.

- 3.10 Permitted Hours of Activities.** Except as otherwise approved by the Board in writing, Owners, Occupants, or Lessees who are moving in or out of ENCLAVE AT BOCA DUNES shall do so between the hours of 8:00 AM and 5:00 PM Monday through Saturday.

CONSTRUCTION OR OTHER IMPROVEMENT WORK SHALL BE CARRIED OUT ONLY BETWEEN 7 AM AND 6 PM MONDAY THROUGH FRIDAY.

- 3.11 Solicitations.** Commercial solicitations via the community e-mail list by any Owner, Occupant, Lessee, or guest to the other Owners, Occupants, or Lessees are strictly prohibited. Placing advertisements, flyers, or other materials in mailboxes, on or within any portion of the Home or Lot, and upon any portion of ENCLAVE AT BOCA DUNES is strictly prohibited.
- 3.12 Fireworks.** The detonation, storing, or sale of fireworks or any other such incendiary devices is strictly forbidden on or over any portion of ENCLAVE AT BOCA DUNES with the exception of fireworks exhibits or display authorized by the Association.
- 3.13 Combustible/Explosive Materials.** Owners, Occupants, and Lessees may, at their own risk, keep any lawful flammable, combustible, or explosive fluids, fuels, chemicals, or substances within their Home, provided such fluids, fuels, chemicals, or substances are stored in containers that are approved by any applicable governmental authority and maintained in accordance with the manufacturer's prescribed use and safety instructions; and further provided that the use and/or storage of such fluids, fuels, chemicals or substances are in compliance with all applicable laws, ordinances and governmental regulations currently in effect.
- 3.14 Bicycle Riding.** Bicycle riding within ENCLAVE AT BOCA DUNES shall be permitted at the rider's own risk and is only permitted in areas where motor vehicles may be driven and are not permitted on any sidewalk or other walkway that is not part of a Lot. Caution and courtesy shall be exercised at all times. Pedestrians always have the right of way. All bicycles should be equipped with a bell, or similar device, to signal walkers of oncoming bicycle traffic. When bicycle riding on roadways, all applicable traffic regulations must be obeyed.
- 3.15 Permanent Standby Electric Generator Systems.** Prior to installation of any generator, the Owner must complete an Architectural Modification Request Form for review and written approval by the ACC. In its reasonable discretion, the Board shall determine the location for the installation of such generator on a Lot. Except as otherwise approved by the Board in writing, generators shall be installed at least ten (10) feet from any Home or other structural building. All installations must be per the guidelines or any governing agency for permitting.
- 3.16 Key Fobs and Gate Access Devices.** Simultaneously with the purchase of a Home, each Owner shall submit a copy of the deed to such Home to the Association along with a copy of such Owner's driver's license. Each Home will receive two (2) access "key fobs" to access the Recreational Facilities and two (2) gate openers to open applicable electronic gates for vehicle access. Owners are responsible for providing such access control "key fobs" and gate openers to all Occupants and Lessees, and all Occupants and Lessees must be listed on a Security Registration Form filed with the Association. The Association shall have no responsibility to provide such access devices to Lessees, Occupants, or guests. The Association shall have no responsibility or liability for lost or stolen access devices. Access devices for additional Occupants can be purchased for an additional \$50.00 each upon such Occupant providing its driver's license and proof of address to the Association. Lost or stolen "key fobs" or gate access devices may be purchased for an additional \$50.00 each.

Article 4 – Appearance and Maintenance

- 4.1 Solid Waste Pickup (Garbage and Trash).** All trash, including food, must be placed in a rigid sanitary-covered container approved by the ACC. All trash and recycling containers are required to be placed at the front of a Lot. All such trash receptacles shall be maintained in a sanitary condition and shielded from the view of adjacent properties and streets. Garbage cans and recycling containers may be placed at the curb no earlier than 7:00 PM on the day before the scheduled collection day. In no event shall the containers be left outside beyond 8:00 PM on the day of collection. Containers shall be covered until pickup.
- 4.2 Holiday Decorations.** No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of ENCLAVE AT BOCA DUNES without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home (including on the fascia of the roof, but excluding any hanging from roof tiles) and upon the Lot in the manner permitted hereunder commencing the week before Thanksgiving and shall be removed (even if they remain unlit) not later than January 15th of the following year. Except for holiday lighting permitted in accordance with the foregoing sentence, no decorations or other ornaments shall be hung from any trees located upon the Lots. All such holiday lights must be turned off by 11:00 PM and must remain unlit until after 6:00 PM. The ACC may establish standards for holiday lights and decorations at its sole discretion. No holiday lighting shall create a nuisance or excessive light shining onto a neighbor's Home, as determined by the Board in its sole discretion. Holiday decorations must not emit any sounds. The ACC may require the removal of any lighting or decoration that creates a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through ENCLAVE AT BOCA DUNES). All decorations shall be removed from exterior portions of the Home and Lot by the Owner and/or Occupant and shall be stored within the Home upon the issuance of any storm warning.
- 4.3 Window Décor.** No temporary window treatments are permitted, except for periods not exceeding thirty (30) days after an Owner or Occupant first moves into a Home, or when permanent window treatments are being cleaned or repaired.
- 4.4 Garage Doors.** Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.
- 4.5 Hurricane Season Preparation and Cleanup.** Each Owner or Occupant who plans to be absent from the Home during the hurricane season shall prepare or arrange for storm protection preparation of their Home and Lot. Upon the issuance of any hurricane warnings or any other storm event, each Owner and/or Occupant must remove all personal property, including, without limitation, any furniture, potted plants, and any other movable objects from the covered patio and screen enclosure area and elsewhere from the outside of the Home. Within seventy-two (72) hours after the end of any storm event, all debris must be placed upon the curb/end of the lot safely and appropriately (so as not to block any sidewalk) and made ready for pickup.
- 4.6 Address Numbers.** No Owner or Occupant shall install, alter or decorate (or allow for such installation or decoration of) the exterior of the Home, nor shall any objects be hung upon the exterior of a Home, unless authorized by the Board in writing. Any house address numbers affixed to Home as installed by the Developer shall not be altered or replaced in any manner, except with those approved by the Board in writing. Address numbers shall at all times be visible from the street and shall comply with all City and County requirements.
- 4.7 Outdoor Furniture.** Outdoor furniture is permitted in the rear yard of the Lot. Each Owner and Occupant assumes the responsibility for maintaining any personal property located within a Lot, including the control of mildew, rust, wood rot, and deterioration of equipment components. The placement of such outdoor furniture must not interfere with the use of any easement or right of way or the use of any Lot or Home by any other Owner or Occupant. The placement of any outdoor furniture on a Lot must not unreasonably obstruct the view of any lake, pond, or other

water body from an adjacent Lot, as may be determined by the Board in its sole discretion. Such outdoor furniture shall not interfere with any maintenance of landscaped areas within a Lot or any other maintenance conducted by the Association. In the event any such outdoor furniture located on a Lot interferes with the Association's ability to conduct the maintenance activities set forth in Section 10 of the Declaration, the Owner of such Lot shall be solely responsible to conduct such activities, including, without limitation, any maintenance of landscaped areas surrounding such outdoor furniture.

- 4.8 Building Stains.** The Board shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout ENCLAVE AT BOCA DUNES. Owners or Occupants who use grills or barbecue facilities shall be solely responsible for the cleaning and repainting of any areas of a Home affected by discoloration or other damage from smoke. Similarly, rust stains from irrigation and other building stains also must be removed or repainted. It is each Owner's responsibility to treat and remove any staining on a Home, including stains caused by rust or irrigation water, or otherwise.
- 4.9 Outdoor Pots/Decorations.** All pots and personal decorations must remain by the front door. No pots or other personal items may be left by the garage or in the landscape beds. All personal items must be aesthetically pleasing and in conformance to the entire community
- 4.10** Prior to the installation of any improvement or any modification to an existing improvement which requires ACC approval pursuant to the Declaration, the Owner must complete an Architectural Modification Request Form by submitting for review and written approval by the ACC.

Article 5 – Vehicles and Parking

- 5.1 Corrective Action of Vehicular Violations.** SUBJECT TO APPLICABLE LAWS AND ORDINANCES, ANY VEHICLE PARKED IN VIOLATION OF THE DECLARATION OR THESE RULES AND REGULATIONS MAY BE SUBJECT TO FINES IN ACCORDANCE WITH THE DECLARATION AND MAY BE TOWED BY THE ASSOCIATION IN ACCORDANCE WITH SECTION 12.4.4 OF THE DECLARATION.
- 5.2 Traffic Rules.** All posted traffic control signage must be strictly observed. No more than one vehicle at a time shall pass through the community entrance gates or barriers.
- 5.3 License and Insurance Requirements.** Any person operating a vehicle within ENCLAVE AT BOCA DUNES shall maintain a current auto registration and all Florida State-required insurance coverage for all such vehicles operated within ENCLAVE AT BOCA DUNES.
- 5.4 Unlicensed and Unregistered Vehicles.** Unlicensed and unregistered vehicles shall be prohibited within ENCLAVE AT BOCA DUNES. Unregistered vehicles, which remain within ENCLAVE AT BOCA DUNES for more than twenty-four (24) hours, shall be towed at the vehicle owner's expense unless such vehicle is parked inside the garage of a Home.
- 5.5 Commercial Vehicles and Other General Parking Restrictions.** No commercial vehicle, limousine, recreational vehicle, all-terrain vehicles (ATV), boat (or other watercraft), trailer, including, without limitation, boat trailers, horse trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within ENCLAVE AT BOCA DUNES except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles, utility vehicles (e.g., Broncos, Blazers, Explorers, Navigators, etc.), or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner or Occupant on a daily basis for normal transportation; provided, however, vehicles with ladders, racks, and hooks or such other equipment attached to such vehicles shall be "commercial vehicles" prohibited by this Section. No vehicles displaying commercial advertising shall be parked within the public view except as otherwise approved by the Board in writing. No vehicles with missing or expired tags or registrations shall remain on ENCLAVE AT BOCA DUNES, except in the garage of a Home. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within ENCLAVE AT BOCA DUNES. For any Owner or Occupant who drives an automobile issued by the City or County or other governmental entity (e.g., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence, either temporarily or permanently. No all-terrain vehicles (ATVs), scooters, or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas (if any). Additionally, no ATV or mini motorcycle may be parked or stored within ENCLAVE AT BOCA DUNES, including any Lot, except in the garage of a Home. Notwithstanding any other provision herein to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by the Declarant or its agents.
- 5.6 Parking Restrictions.** Residents, guests, commercial vehicles, and vendors within the Enclave Boca Dunes community will park vehicles in accordance with State Statutes, Boca Raton Ordinances, and the Declaration of Covenants. These Rules and Regulations may be amended from time to time as deemed necessary by the Board of Directors. It is the responsibility of homeowners to understand the parking rules within the community. Further, it is homeowners' responsibility to ensure their guests and all family members understand the parking rules. Violating these rules and regulations can result in towing or fining.
- a. Vehicles shall not park on the private roadways except for short-term periods of no more than seven (7) consecutive hours and only during the hours of 6:00 a.m. to 12:00 a.m. each day. Between the hours of 12:01 a.m. to 6:00 a.m., there shall be no parking on the private roadways and clubhouse parking lot unless an overnight parking permit is obtained. In no event shall any vehicle be parked on the private roadways in a manner that would prevent the use of driveways or prevent another vehicle from safely passing on the private roadways. No vehicle may block the use of private roadways. Parking is prohibited on Greenpark Trail at all times. Vehicles shall be parked in the proper direction

of traffic at all times. Vehicles shall be parked within 8 inches of the curb/edge of the pavement

b. All vehicles not parked in a driveway or designated parking space will park on the same side of the street. The side of the street, which will be designated for parking, shall be determined by the calendar month and corresponding house address. On odd-numbered calendar months, all vehicles will park on the side of the street with odd-numbered addresses. On even-numbered months, all traffic will be parked on the side of the street with even-numbered addresses. *For Example, January would be an Odd Parking month, and February would be an Even parking month.*

c. No vehicle shall be parked in any manner which endangers or impedes vehicular or pedestrian traffic. If parked on a driveway, such vehicle shall not obstruct traffic nor obstruct the abutting sidewalk. Parking is not permitted on any grass area, and no vehicles of any nature shall be parked on any portion of ENCLAVE AT BOCA DUNES or a Lot except on the surfaced parking area thereof. Vehicles shall not park in violation of County rules, regulations, or ordinances, including but not limited to parking within 15 feet of a fire hydrant, parking within 20 feet of an intersection or street corner, and in such a way that blocks or creates a hazard for other vehicles, including emergency vehicles. To the extent ENCLAVE AT BOCA DUNES has any guest parking, Owners are prohibited from parking in such designated guest parking spaces.

- 5.7 Storage/Moving Pods.** Storage buildings, sheds, other structures, or improvements shall not be permitted, and no other structure or modification shall be constructed, erected, altered, modified, or maintained on any driveway or other portion of a Lot, except as authorized by the Community Standards or as otherwise approved by the Board in writing.

PODS (Portable Delivery Systems) and similar containers may be left in the property's driveway for a period not to exceed seven (7) days from the day of the arrival; if additional time is needed, Management must be notified. Residents are required to notify management in advance when a PODS container or similar will arrive at the address.

- 5.8 Automobile Fluids Disposal.** Disposal of drained automotive fluids is not allowed within the community.
- 5.9 Vehicle Washing.** Vehicles may only be washed within the driveway located upon a Lot.
- 5.10 Bicycles and Tricycles.** All bicycles and tricycles brought to any Recreational Facilities, or other portions of the Common Areas must be parked only in designated bike rack areas.

Article 6 – Pets and Animals

- 6.1 Responsibility.** Owners and Occupants are responsible for any property damage, personal injury, or disturbance which their pet may cause or inflict. Each Owner or Occupant who keeps a pet within ENCLAVE AT BOCA DUNES agrees to indemnify the Association and hold the Association harmless against any loss or liability or any kind whatsoever in connection with such pet.
- 6.2 Permissible Animals.** Other than swine, poultry, or pets that become a nuisance, Owners may keep no more than two (2) domestic pets as permitted by County and City ordinances and otherwise in accordance with these Rules and Regulations. There is a limit of only two (2) pets per household. Permitted pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. Owners and Occupants shall not be permitted to have snakes as pets. Each Owner shall be responsible for the activities of their pet. Notwithstanding anything to the contrary, service dogs shall not be governed by the restrictions contained herein.
- 6.3 Control of Pets.** All pets must be leashed and be fully controlled at all times when not within a Home. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Lot. No pet or animal shall be “tied out” on the exterior of the Home or in the Common Areas or left unattended in a yard or on a balcony, porch, or patio. Barking dogs shall be removed from the patio or enclosure. No pets shall be permitted to roam unattended away from the Home. No dog runs, enclosures or exterior kennels shall be permitted on any Lot. The person walking the pet or the Owner shall clean up all matter created by the pet. All pets shall defecate only in the “pet walking” areas within ENCLAVE AT BOCA DUNES designated for such purpose, if any, or on the Owner’s Lot. Any animal waste shall be immediately picked up and disposed within sanitary containers and shall not be deposited on or within the Common Areas or any Lot, including the pet owners. All pet owners shall maintain evidence of all required registrations and inoculations in accordance with applicable governmental laws, which shall be furnished to the Association upon request thereof.
- 6.4 Nuisance Animals.** No pet that creates a nuisance to any other Owner shall be kept or harbored within ENCLAVE AT BOCA DUNES. A determination by the Board, in its sole discretion, that an animal or pet kept or harbored in a Home is a nuisance or a threat to the health and/or safety of persons within ENCLAVE AT BOCA DUNES shall be conclusive and binding on all parties. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. Each Owner shall be responsible for the activities of their pet.
- 6.5 Commercial Activity.** Notwithstanding the foregoing paragraph, breeding of any animals or pets, including ordinary house pets, or any keeping of pets for any commercial purposes whatsoever within ENCLAVE AT BOCA DUNES is prohibited.
- 6.6 Service Animals.** Only service animals, as defined by the Americans with Disabilities Act and the Federal Fair Housing Act, shall be permitted within the Recreational Facilities. All other pets are excluded from these areas.

Article 7 – Clubhouse and Other Recreational Facilities

The recreational clubhouse located within ENCLAVE AT BOCA DUNES (the “**Clubhouse**”) shall be used in a safe and respectful manner.

- 7.1 Hours of Operation.** The Clubhouse shall be open from 6:00 a.m. to 10:00 p.m. daily. Extension of time for social or community functions may be granted at the discretion of the Board.
- 7.2 The Clubhouse Complex.** The Spa, Pool, Pool Deck, Courtyard, Gym, and Community Room is for use by the Owners, Occupants, and their Immediate Family Members and guests. Up to two Guests may use the Fitness Center and other Recreational Facilities only if accompanied by an Owner or Occupant.
- 7.3 Minors and Children.** Minors are permitted to use the Recreational Facilities; provided, however, parents and guardians are responsible for the actions and safety of such minors and any damages caused by such minors. Children under sixteen (16) years of age are not allowed to use the Clubhouse or other Recreational Facilities unless accompanied and supervised by an adult or unless otherwise noted herein or permitted by the Board in its reasonable discretion. Proof of age for children desiring use of the Clubhouse and other Recreational Facilities may be required. At no time may an individual under 16 be on clubhouse property unless under the supervision of a parent or legal guardian.
- 7.4 Prohibited Uses**
- a. There shall be no unlawful or offensive use made of the Clubhouse or other Recreational Facilities, as determined by the Board. If there is a question about the appropriateness of any proposed use of the Clubhouse, then the question should be addressed to the Board through the Manager.
 - b. No Owner, Occupant, or their Immediate Family Members and guests may use the Recreational Facilities for any society, party, religious, political, charitable, fraternal, civil, fund-raising, or other purposes without the prior written consent of the Association, which consent may be withheld for any reason. This provision does not prohibit the Association from inviting speakers who may be government personnel or candidates for public office or representatives of political parties to address a meeting of Owners and Residents.
 - a. Firearms and all other weapons of any kind are not permitted at any time in the Recreational Facilities, including but not limited to the Clubhouse and pool area.
 - b. Use of the Clubhouse and other Recreational Facilities may be suspended or reserved as authorized by the Board and as provided in the Declaration.
 - c. Paid or non-paid planned classes or events can only be organized by the Board or Management Personnel.
- 7.5 Smoking Restrictions.** There shall be NO SMOKING anywhere inside the Recreational Facilities, including the Clubhouse, covered walkways, patios, or pool area, with the exception of any areas that the Board has specifically designated as “Smoking Permitted” areas.
- 7.6 Attire.** Owners, Occupants, and their Immediate Family Members and guests shall dress in a fashion compatible with the activity or appropriate for the occasions as noted on the flyer or tickets for the event. Wearing uncovered bathing suits is not permitted inside the Clubhouse without appropriate cover-ups. Towels are not appropriate cover-ups. Shirts and footwear must be worn at all times within the Clubhouse.
- 7.7 Personal Property.** All personal belongings of Owners, Occupants and their Immediate Family Members and guests shall be removed from the Clubhouse and other Recreational Facilities when leaving at the end of any day with the exception of items approved by the Board in writing. Each Owner assumes sole responsibility for the health, safety, and welfare of such Owner his or her Occupants, Lessees, Immediate Family Members and guests, and the personal property of all

of the foregoing, and each Owner shall not allow any damage to the Recreational Facilities or interfere with the rights of other Owners hereunder. Neither the Declarant nor the Association shall be responsible for any loss or damage to any private property used, placed, or stored on the Recreational Facilities. Further, any person entering the Recreational Facilities assumes all risk of loss with respect to his or her equipment, jewelry, or other possessions, including, without limitation, wallets, books, and clothing left in the Recreational Facilities.

7.8 Use of A/V Equipment. Radios, televisions, tape players, and other sound-producing equipment which are not owned by the Association or otherwise part of the Common Areas are not permitted in the Clubhouse unless in conjunction with a class or event. The use of such equipment having earphones for the exclusive private listening of the user is permitted. This rule shall in no way inhibit an Owner's right to record Board meetings or meetings of the Owners in accordance with Florida law.

7.9 Cell Phones. In the Clubhouse and surrounding area, cell phones shall be either on silent or operated in vibrate mode only. Cell phone conversations shall be taken or made outside of the Clubhouse.

7.10 Care of Building and Property. Any person using the Recreational Facilities shall use due care not to cause any damage to same, including, without limitation, any damage or stains to the furniture and other equipment in the Clubhouse. In particular and without limitations, the following should serve as guidelines:

- a. Upholstered furniture may not be used by anyone in attire or under conditions which may damage, mar, or stain such furniture, including but not limited to the wearing of wet clothing, suntan lotions, and/or oils.
- b. Sitting on tables is not permitted. Standing on chairs or tables is not permitted. Chairs and other pieces of furniture shall not be used as doorstops.
- c. Any person using the Clubhouse or other Recreational Facilities shall be solely responsible for the care and cleaning of such area. All furnishings, fixtures, and equipment shall be used only for its intended purpose and shall not be moved from room to room except as authorized by Management Personnel. In the event of loss or damage to the furnishings, fixtures, or equipment, the cost of repairing or replacing these items shall be borne by such person or the Owner responsible for such person.
- d. No furniture or other property belonging to the Association shall be removed from the Clubhouse without prior written authorization from the Board.

7.11 Equipment Controls. Owners, Occupants, and their Immediate Family Members and guests are not permitted to operate, adjust, or otherwise manipulate any controls for systems such as air conditioning, pool equipment, or audiovisual equipment unless specifically authorized to do so by the Board.

7.12 Use of the Swimming Pool

- a. The community pool within ENCLAVE AT BOCA DUNES is a private residential community pool that is limited to the exclusive use of residents and their guests and is not required to comply with ADA Requirements for Accessible Pools for persons with mobility disabilities. Accordingly, there is no ADA accessible means of entry to the community pool, including no pool lifts, no sloped entries, no transfer systems nor any other ADA compliant accessible means to the pool. By acceptance of a deed to a Lot, Each Owner acknowledges and agrees that the Recreational Facilities, including the community pool, are not compliant with the ADA Standards for Accessible Design.
- b. Owners, Occupants, and their Immediate Family Members and guests are required to abide by all pool rules. Use of the pool at any time is solely at the user's own risk. There is no lifeguard on duty. Any injuries or accidents should be reported immediately to

Management Personnel or to the emergency telephone number when no Management Personnel are immediately available. If medical attention is required, a call should be immediately made to the 911 emergency number in order to report the incident and request.

- c. Children under sixteen (16) years of age must be supervised by an adult. Children without adequate swimming skills must be supervised by an adult who is with them in the pool at all times.
- d. Incontinent adults may use the pool as long as they are wearing a special anti-seepage garment such as swim diapers. Swim diapers must be changed regularly and must be covered by rubber swim pants/shorts. Diapers must be changed in the bathroom using the changing tables, not at the poolside. For health and safety reasons, no person may use the swimming pool if that person is ill, particularly with diarrhea or any gastrointestinal condition which may affect the sanitary condition of the pool or the health and safety of other users.
- e. SWIMMING AND USE OF THE POOL AREA IS PERMITTED ONLY FROM DAWN TO DUSK. POOL AREAS ARE NOT LIGHTED AFTER DUSK, AND FOR SAFETY REASONS, THE USE OF THE POOL AND SURROUNDING POOL AREA IS PROHIBITED AT SUCH TIME.
- f. Showers are required before entering a pool. No soaps or shampoos shall be used at the poolside showers.
- g. No glass or other breakable items or sharp objects are permitted in the pool area. All trash must be placed in the containers located throughout the pool area or removed from the pool area.
- h. No coolers or other food containers are permitted in the pool area facilities. Food and beverages other than water in plastic bottles and drinks in containers with lids attached are prohibited from the pool area inside the fencing and must be consumed under a covered area. The Board may waive this restriction on special occasions.
- i. All bathers must wear proper swimming attire. Shoes or other foot covering and cover-ups or shirts must be worn outside the swimming pool area.
- j. Animals (other than service animals aiding handicapped persons), bicycles, skateboards, roller skates, in-line skates, play balls, rafts, floats (except child safety devices), or similarly large items are not permitted in any pool area unless the items listed are part of an Association sanctioned activity.
- k. Except for activities authorized by the Board, there shall be no running, noisy or hazardous, or bothersome activity in the pool area including, but not limited to pushing, dunking, throwing of balls, Frisbees, or other objects, spitting or spouting water, and tag games or diving or jumping into the pool.
- l. Scuba equipment is not to be used in the pool area except as part of an organized course of instruction approved by the Board.
- m. All persons in swimming attire using pool furniture are required to cover the furniture with a towel. Pool furniture and/or equipment shall not be removed from the pool area. Pool furniture may not be reserved for anyone not in the pool area. Towels placed on the pool furniture may be removed by another if such furniture is not in use for one half (1/2) hour.
- n. Persons wearing bandages or having colds, coughs, inflamed eyes, infections, or open sores shall not use the pool.

- o. Clear and safe walkway distance shall be maintained around the edge of the pools at all times, and this distance may vary. Walking areas around the pool shall not be blocked.
- p. Management Personnel, Association, hired security personnel, or a designated member of the Board (when the first two are not available) shall have the authority to expel from the pool/pool area any person whose conduct violates these Rules and Regulations.

Article 8 – Fitness Center

The fitness center and aerobic center facilities located within ENCLAVE AT BOCA DUNES (collectively, the “**Fitness Center**”) shall be used in a safe and respectful manner.

8.1 Hours of Operation. Fitness Center hours shall be set by the Board and posted at the entrance of the Fitness Center. Deviations to these hours may be granted at the discretion of the Board.

8.2 The Fitness Room. The Fitness Center is for use by the Owners, Occupants, and their Immediate Family Members and guests. Up to two Guests may use the Fitness Center and other Recreational Facilities only if accompanied by an Owner or Occupant.

All equipment shall be used at the sole risk of the person using such equipment. All persons using the Fitness Center and related equipment shall exercise due care and shall use the same in a safe and appropriate manner.

Management Personnel have the authority to order any individual to leave the building when that individual is determined such Management Personnel, in their sole discretion, not to be following the rules and/or any approved posted operational guidelines.

8.3 Courtesy. Courtesy should be used in the sharing of all the fitness equipment at all times.

8.4 Time Limits. Use of cardiovascular equipment (i.e., treadmills, stair-climbers, and indoor cycling equipment) is limited to thirty (30) minutes when there is someone waiting to use that equipment. The timer on such equipment may not be reset by a user for the purpose of the workout time when someone is waiting. Owners and Occupants will have priority over guests and invitees for use of all facility equipment.

8.5 Cleanliness. Each user shall wipe down the equipment after each use with the provided sanitizer and dispose of the sanitizer in a proper receptacle.

8.6 Age Restriction. Notwithstanding anything contained herein to the contrary, children under fourteen (14) years of age are NOT permitted to be in the Fitness Center at any time. Minors between the ages of fourteen (14) and sixteen (16) years of age shall be accompanied by an adult at all times while using the Fitness Center. The applicable Owners are responsible for the actions and safety of all minors and any damages caused by such minors.

8.7 Proper Attire. Casual workout attire is acceptable, and proper athletic shoes must be worn at the fitness facilities. Tee shirts, gym shorts, or warm-up pants for men; Leotards, tights, tee-shirts, gym shorts, or warm-up pants for women are preferred. Only non-marking soled sneakers may be worn in the Fitness Center, including in the movement studio. Open-toe footwear of any kind is NOT permitted within the Fitness Center.

8.8 Equipment Location. Dumbbells shall be restored to their proper place immediately after use (e.g., weights in weight rack). Stationary equipment shall not be moved.

8.9 Equipment Instruction. It is the responsibility of all persons to read and follow instructions on how to use each piece of equipment, where available, prior to usage of such equipment and to use the equipment only in accordance with such instructions. All equipment within the Fitness Center and other Recreational Facilities shall be at the sole risk of the individual user.

8.10 TV/Audio. Television sets shall be operated in mute mode at ALL times. Radios, tape players, etc., may not be played in the Fitness Center unless headphones are used or except as otherwise used in connection with a fitness class approved by the Board. The TV sets are for use **ONLY** with earphones or in “closed caption” mode where the volume is muted.

8.11 Signs, etc. No signs, notices, photos, posters, letters, etc., shall be posted on any of the walls, doors, windows, or any other areas of the Fitness Center or other Common Areas unless approved by the Board and placed on bulletin boards made available by the Board for the specific purpose.

- 8.12 Prohibitions.** There shall be no unlawful, immoral, or offensive use or behavior within the Fitness Center. Horseplay, profanity, disruptive conduct, and indiscreet behavior are strictly prohibited. Personal coolers, food, drinks (other than water) are NOT permitted in the Fitness Center. Personal “gym” bags of any kind are NOT permitted in the movement studio or other areas of the Fitness Center, except for any designated locker or storage areas. Gym bags shall be stored in the locker rooms. Baby carriages, strollers, bikes, skates, skateboards, and similar equipment are NOT permitted in the Fitness Center.
- 8.13 Firearms.** Firearms and all other weapons of any kind are not permitted at any time in the Fitness Center or other Common Areas, including Courts (as defined herein) and pool areas.
- 8.14 Personal Trainers.** Licensed personal fitness trainers may be available for hire through a contracted fitness provider if such service is provided by the Manager. Any other fitness trainers not licensed and hired through such fitness provider approved by the Manager are not permitted to conduct business in the Fitness Center.
- 8.15 Health Clearance.** Any individual with health conditions, physical ailments, or other health concerns should first consult their physician before using any of the fitness facilities or other equipment within the Recreational Facilities.
- 8.16 Smoking.** SMOKING or VAPING is NOT permitted in the Fitness Center Complex or within 25 feet of any entrance or exit of the Fitness Center.
- 8.17 Use of Cell Phones.** Cell phone use within the Fitness Center is strictly prohibited. Phones should be set to vibrate, and calls must be received and initiated outside the premises.

Article 9 – Organized Events

10. ONLY ASSOCIATION-SPONSORED OR PLANNED EVENTS SHALL TAKE PLACE WITHIN THE RECREATIONAL FACILITIES OR OTHER COMMON AREAS. OWNERS, OCCUPANTS, AND LESSEES SHALL NOT ORGANIZE EVENTS OR MEETINGS WITHIN THE RECREATIONAL FACILITIES OR OTHER COMMON AREAS. QUESTIONS REGARDING ASSOCIATION-SPONSORED OR ORGANIZED EVENTS SHALL BE DIRECTED TO THE MANAGER AND/OR THE BOARD.

Article 10 – Leasing of Homes

- 11.1 Leasing of Entire Home.** An Owner shall not rent a portion of a Home, only an entire Home. No Home, or portion thereof, shall be sublet.
- 11.2 Lease Provisions.** Owners must include a provision in their Lease Agreement that:
- a. The right of the Lessee to use and occupy the Home and the Common Areas shall be subject to conformance with all Governing Documents, including these Rules and Regulations.
 - b. No lease of a Home shall be for a term of less than one (1) year, and no Home may be leased more than two (2) times in any calendar year unless approved by the Board in the case of hardship.
 - c. Failure to comply with the requirements and restrictions of Section 16 of the Declaration shall constitute a default under the Lease Agreement
- 11.3 Liability.** The Owner of the leased Home shall be jointly and severally liable with their Lessee for compliance with the Governing Documents. The Owner and the Lessee shall be jointly and severally liable to the Association to pay all assessments and/or any open claim for injury or damage to persons or property caused by the acts or omissions of the Lessee and/or those persons for whom the Owner is responsible.
- 11.4 Age Restrictions and Requirements.** ALL LEASE AGREEMENTS MUST COMPLY WITH THE REQUIREMENTS AND RESTRICTIONS SET FORTH IN SECTION 16 AND SECTION 12.23 OF THE DECLARATION.
- 11.5 Lease Deposit Requirements.** Prior to leasing their Home, each Owner shall submit the deposit in the amount of Two Hundred and No/100 Dollars (\$200.00), or such other amount as determined by the Board from time to time, as provided in Section 12.22 of the Declaration.

Enforcement of Rules and Regulations

Article 11 – Violations, Fines, and Other Penalties

- 12.1 Empowerment.** The Board is empowered to impose fines, assessments, and sanctions for violations of these Rules and Regulations in the same manner as provided in Section 20.6 of the Declaration.
- 12.2 Penalties and Suspension.** The Board may suspend, for reasonable periods of time, the rights of an Owner or an Owner's Lessees, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes (2018), against an Owner, Lessee, guest or invitee, for failure to comply with any provision of these Rules and Regulations. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing. Fines in the aggregate are not capped to any amount.
- 12.3 Fines.** The Covenant Enforcement Committee may approve a fine imposed by the Board, not to exceed one hundred dollars (\$100) per violation unless a greater amount is permitted by law from time to time, against any Owner or any Lessee, guest, or invitee. All fines shall be imposed and shall be paid in accordance with the requirements and regulations set forth in Section 20.6 of the Declaration.
- 12.4 Enforcement Committee and Notice.** A fine or suspension may not be imposed without delivery of a notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before the Covenants Enforcement Committee. If the Covenants Enforcement Committee does not by a majority vote approve a fine or suspension, the same may not be imposed. The written notice of violation of these Rules and Regulations shall be in writing to the Owner, Lessee, guest, or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Covenants Enforcement Committee. If the Association imposes a fine or suspension, the Association must provide written notice of such suspension by mail or hand delivery to the Owner or Lessee. The notice and hearing requirements under this Section do not apply to suspensions imposed due to an Owner's failure to pay monetary obligations due to the Association; however, any such suspension must be approved at a properly noticed meeting of the Board.
- 12.3 Hearing.** The non-compliance shall be presented to the Covenants Enforcement Committee acting as a tribunal, after which the Covenants Enforcement Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Covenants Enforcement Committee from time to time. A written decision of the Covenants Enforcement Committee shall be submitted to the Owner, Lessee, guest, or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Covenant's Enforcement Committee. The Owner, Lessee, guest, or invitee shall have a right to be represented by counsel and to cross-examine witnesses.
- 12.4 Approval of Fines.** The Covenants Enforcement Committee may approve a fine imposed by the Board against the Owner in the amount of One Hundred and No/100 Dollars (\$100.00) (or any greater amount permitted by law from time to time) for each violation. Each day of noncompliance with these Rules and Regulations shall be treated as a separate violation, and there is no cap on the aggregate amount the Covenants Enforcement Committee may fine an Owner, Lessee, guest, or invitee. Fines shall be paid not later than five (5) days after notice of the imposition of the fine. All monies received from fines shall be allocated as directed by the Board. Any fine in excess of One Thousand Dollars (\$1,000.00) shall constitute a lien against the applicable Lot, and a fine shall further be lienable to the extent otherwise permitted under Florida law.