

Chateaubateau Villas Condominium Association

Rules and Regulations

Introduction

In order to ensure the maximum enjoyment and congeniality of all residents of Chateaubateau Villas, as well as protect the value of the property, the following Rules and Regulations have been adopted by the Board of Directors. They must be observed by all unit owners, lessees, their family, guests and visitors. The Rules and Regulations will be enforced by warnings, fines and, when necessary, legal action. Please keep in mind that the unit owner is ultimately responsible for the acts of their family members, tenants, guests and visitors.

Use and Basic Responsibilities

1. The Condominium Unit shall be used as a single-family residence only.
2. No separate part of a Unit may be rented, and no trade, business, profession or other type of commercial activity may be conducted in or from any Unit.
3. A resident may not make any use of a Unit that violates any laws, ordinances or regulations of any governmental body having jurisdiction thereof.
4. A resident may not permit anything to be done or kept in his Unit which will increase the insurance rates on the Unit, the Common Elements, or any portion of the Condominium, or which will obstruct or interfere with the rights of the residents.
5. No flammable, combustible or explosive fluids or materials shall be kept in any unit or storage area, except such as are required for normal household use.
6. The personal property of all unit owners or tenants shall be stored inside their own unit. Balconies may not be used for storage of any kind.
7. Fireworks are not permitted at Chateaubateau Villas. Detonation of fireworks on condominium grounds will result in a \$100. Fine, a report to the police and, if a tenant violation, possible eviction.
8. As mandated by Miami-Dade Fire Department, it is required for every yard to have an exit backyard door or an exit sideyard door. The exit doors must not be blocked or locked and must be clear of any objects. If a Unit does not have one, it is the responsibility of the Unit owner to install one, at the owner's expense. The door must be made of wood. At the owner's expense, the fence door must be painted with the same color the community has at the time. The association can provide the paint color code upon request.
9. No soliciting on the property.

Hurricane Preparation

1. Each Unit owner or resident who plans to be absent from the Unit during hurricane season must prepare his or her Unit prior to departure by: (a) removing all furniture, plants and other objects from the balcony and/or patio area; (b) designating a responsible firm or individual to care for the Unit should the Unit suffer hurricane damage; and (c) notify the Property Management office of the name and phone number of such firm or individual.
2. Hurricane or storm shutters or impact windows may not be installed without prior written consent of the Association. Owners may obtain and complete an Architectural Modification Request from the property management office for the Board of Directors to review prior to approval.
3. Materials placed on or around windows and doors for hurricane protection may be installed 72 hours before a tropical storm threat and must be removed within one (1) week after the hurricane/storm emergency has passed.
4. If the Unit does not have impact windows or shutters, only materials such as plywood sheets and connectors such as Tapcon screws approved by Miami-Dade County for hurricane protection can be used on exterior, common area walls to protect windows and doors. All other materials and connectors are prohibited because they will not withstand hurricane level winds.
5. Unit owners are responsible for repairing any damage caused to common area walls as a result of their attaching plywood or any other materials to the walls to protect windows and doors from hurricane damage.
6. Broken windows and missing screens must be repaired within fourteen (14) days from breakage.

Disturbances and Conduct

1. Unit owners responsible for ensuring that their tenant(s) are screened and approved by the Association and receive a copy of the Rules and Regulations before occupying a unit.
2. Unit owners shall ensure that their tenant(s) understand and abide by the Rules and Regulations. Unit owners are responsible for any violations of the Rules and Regulations caused by their tenant and for any damage caused by the tenant to the Association's common areas or to another unit.
3. Unit owners and tenants shall not make or permit any disturbing noise audible in another unit at any time, day or night.
4. Unit owners and tenants shall not engage in any activity that interferes with the rights, comforts or conveniences of other unit owners or residents, or cause injury to the reputation of the Association.
5. No immoral, improper, offensive or unlawful use shall be made of a unit or common area. All laws, ordinances and regulations of government bodies having jurisdiction shall be observed.
6. Use or sale of drugs or controlled substances is strictly forbidden. Violations will be reported to the police. Violators will be subject to fines and eviction.

7. Domestic disturbances, fighting and violence of any kind or actions that endanger other residents will be reported to the police and will result in fines and possible eviction.

Pets

1. No animal may be kept, bred, raised or maintained in any unit or on condominium property for any "commercial" purpose.
2. One (1) pet not to exceed 40 pounds in weight is permitted to each unit. Tenants may not have pets.
3. Breeds of dogs considered dangerous such as pit bulls, rotweilers, etc. are prohibited and may not be brought onto or kept at the property. Also, species of animals considered dangerous such as poisonous snakes are prohibited and may not be brought onto or kept at the property.
4. Dogs and cats may not be kept on balconies or patios unattended. Pet urine and feces cannot be washed or swept from balconies or patios to the ground below. Unit owners and tenants are responsible for ensuring that pet odors do not annoy other residents.
5. Dogs must be kept on a leash at all times when outside of a unit.
6. Dogs must be walked on a leash and allowed to excrete only along the grassy area. Dogs shall not be permitted to excrete by or between buildings. Should a dog accidentally excrete feces by or between a building or on the walkways, the owner must pick up the feces and properly and safely dispose of it.
7. Unit owners and tenants are responsible for any damage caused by pets to other units or common areas.
8. Dogs and cats must have current Miami-Dade County license tags on them at all times when outside of their unit.
9. No pet shall be allowed to become a nuisance or to unreasonably annoy or disturb other residents at any time. Violation of this rule will result in a \$75 fine imposed on the owner/resident in the first occurrence and increase for each additional occurrence. Additional fines may cause the unit to incur Lien and if unpaid to be foreclosed and evicted from the property.
10. If a unit owner or tenant has been issued three or more pet violations in any 12 month period, the Association also reserves the right to revoke the unit owner's or tenant's right to keep a pet on the property.

Common Area

1. The speed of vehicular traffic within the community shall not exceed a limit of 10 mph.
2. This is a ONE WAY street community. Do not drive in the opposite direction as it is against the law.

3. From the beginning of the driveway down to the street, only green grass is allowed. No exception will be made. These areas are common areas that belong to the community and should be left clean and with grass only.
4. Unit owners or tenants may not plant new plants, trees, palms and/or hedges of any kind. Some of these can be damaging to the foundation of the unit and driveways.
5. Unit owners are responsible for keeping all palms, hedges and/or gardens in the front lawns trimmed, clean and short at all times. The community allows small gardening (no taller than 4 feet tall), if kept clean, and bearing in mind that both sides of the unit, from the beginning of the driveway down to the street and the common area along the sides must have grass only. Garden pots must be kept with no mold and trimmed down at all times as well.
6. Shopping carts may not be brought onto the property.
7. No hanging, visible cables, tubes or wires of any kind are permitted along the community walls and roofs. These must be covered, nailed neatly and/or painted the same color as the exterior wall.
8. All fences within the community must be made of wood. If a Unit Owner has a fence made of any other material other than wood, it is the owner's responsibility to replace immediately at the owner's expense.

Parking

1. Parking facilities shall be used in accordance with the regulations adopted by the Board of Directors. Parking is only permitted in properly-designated parking spaces, and no vehicle may park on any other Common or Limited Common area, including but not limited to grass and walkways. Any vehicle improperly parked in a space reserved for any Condominium Unit Owner will be towed away at the vehicle owner's expense. Illegally parked vehicles will also be towed at the owner's expense.
2. A resident shall use only the parking space(s) specifically assigned to his/her Unit.
3. A number of guest spaces have been provided throughout the community for use by guests and visitors. Parking in a guest space must not exceed 24 hours.
4. Parking in assigned, unassigned or guest spaces shall be limited to passenger vehicles and mini vans.
5. Boats, boat trailers, trucks, commercial vehicles and all other vehicles not specifically authorized herein shall not be permitted in any parking space.
6. No vehicle which cannot operate on its own power or which has an expired license plate or which has no license plate, shall remain on the Condominium property for more than 24 hours. No repair of vehicles shall be made on the Condominium property.
7. No double parking or blocking other cars on community streets and the right-of-way at any time.

Architectural Control

1. No alteration, modifications, changes, repairs, replacements, decoration, removals, additions, enclosures or painting may be made to the exterior of a Unit without prior written approval of the Association.
2. No installations, attachments, constructions, signs or displays may be made to the exterior of a Unit without prior written approval of the Association.
3. Nothing is permitted to be hung, exhibited, advertised, inscribed or affixed to the exterior of a Unit, or in a Unit window or door, without prior written approval of the Association.
4. All persons who desire to install wrought iron security bars on door(s), aluminum screen doors, or hurricane shutters must obtain written Association approval by requesting and filing an Architectural Modification Request with the management company. These items must be white in color unless otherwise specified by the Association. Any exterior alterations also require submitting an Architectural Modification Request and awaiting approval by the Association prior to any changes being made or any work commencing.
5. The Association reserves the right to remove, at the Unit Owner's expense, any object that violates the above requirements and to levy fines for such violations.

Leases and Purchases

1. The Condominium Association has the right to approve, deny, or terminate the purchase, lease or lease renewal of each unit.
2. In the event of a sale of a unit, the purchaser and Unit Owner must provide the Association with a completed Association Application to Purchase (to be obtained from the property management company), a copy of the Contract/Purchase Agreement, and a nonrefundable applicant screening fee as required by the Association.
3. In the event of a lease or renewal of lease of a Unit, the lessee and unit owner must provide the Association a completed Association Application to Lease (to be obtained from the property management company), and a copy of the unit owner's lease with the lessee. For new leases, a nonrefundable screening fee is required for every person age 18 or older who will occupy the unit.
4. Applications for purchase, lease or lease renewal will not be considered properly filed unless they are complete.
5. No one can occupy a Unit or continue to occupy a Unit until the Association issues a written approval of purchase or lease. Anyone desiring to move in must first be approved by the association.
6. No Unit Owner shall sell or lease, nor shall approval be given, until and unless all maintenance fees and special assessments past and due are paid, or payment provided to the satisfaction of the Association.
7. The Association approval of a sale of a unit is issued contingent upon a Unit Owner's payment of any delinquent maintenance or special assessment fees prior to the sale closing.

8. Leases may not be longer than one year or less than 180 days. Leases may not be self-renewing upon expiration. New leases and lease renewals must be approved by the Association before tenants can occupy or continue to occupy a Unit.
9. Lease renewal applications must be submitted 60 days prior to lease expiration. No screening or application fee is required for renewals. Lessees may not occupy a unit beyond the expiration of their lease without Association approval.
10. Only lessees in good standing with the Association will be considered for renewal.
11. Only persons who have been screened and approved by the Association and the unit owner may occupy a Unit. Unit owners and tenants are fully responsible for notifying the Management Company if any new adult wishes to move into their unit so that they may submit the necessary forms and be approved prior to moving in.
12. All purchasers and new lessees must attend an Association Rules and Regulations briefing and receive a copy of the Rules and Regulations before applications for purchase or lease will be approved and before occupancy of a Unit.
13. The Unit Owner shall ensure that tenants abide by all Rules and Regulations and the unit owner shall be responsible for any violations of the Rules and Regulations caused by the tenant. The Unit owner shall also be responsible for any damage to the Association's common areas caused by the tenant.
14. The Association has 30 days to approve or deny a completed application for purchase, lease or renewal of a lease.
15. Unit owners who permit occupancy of a Unit prior to Association screening and approval of an application to lease or purchase will be fined \$100.00. Persons who occupy a Unit without Association approval are subject to eviction and prosecution for trespassing.

Maintenance Fees

1. Maintenance fees are due the 1st of every month. If full payment is not received by the Association by the 15th day of any month, a late charge of \$25 will be billed to the Unit every month the fee is arrears.

Enforcement

NOTICE: The Association shall notify the Unit owner and/or lessee of the infraction or infractions. Included in the Notice of Violation shall be a date and time of the next Board of Directors meeting at which time the Unit owner and/or lessee shall present reasons why the penalties shall not be imposed.

HEARING: The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Directors shall be submitted to the owner or occupant no later than twenty-one (21) days after the Board of Directors meeting.

FINES: The Board of Directors may impose fines against the applicable unit up to the maximum amount permitted by the Florida Statutes, Chapter 718 – The Condominium Act Rules and Regulations shall be enforced by but not limited to the following fines. Violators will be given fourteen (14) days or less to comply, depending on the type of violation and the urgency to correct it. The Board of Directors reserves the right to levy higher fines without prior warning when violations are of such a serious nature that higher fines without prior warning are merited.

GENERAL VIOLATIONS:

First violation notice will carry no fine

Second violation notice: \$25 fine

All subsequent notices of violation for the same or similar violations: \$100 per day up to \$1000

Fines for general violations will be increased to the next highest level if the violator ignores a previous violation notice and/or fine and commits the same violation within 12 months of the last violation.

SPECIAL VIOLATIONS:

1. Violations involved leaks causing damage, leaks causing water loss, conditions causing health, fire or other hazards, failure to repair damage to Common Area or other unit:
 - First violation notice: Specified time within which to comply and no fine
 - Second violation notice: Non-compliance with first violation notice is \$50 per day until full compliance.
2. Permitting occupancy or continued occupancy without first obtaining association written approval of purchase, lease or lease renewal; drug use/sale; domestic disturbances resulting in police response; fighting, violence of any kind or actions that endanger residents, employees or others; detonation of fireworks; vandalism and/or willful damage to Association property or another Unit
 - First violation notice: Specified time within which to comply and no fine
 - Second violation notice: Non-compliance with first violation notice is \$100 per day until full compliance.

Fines not paid when due will be charged to the unit's account. Unpaid fines will accrue an interest penalty of 5% per annum until paid. Should a unit also be charged a fee related to a violation and that fee not be paid by the unit owner, that fee will also be charged to the unit's account and accrue an interest penalty of 5% per annum until paid.

I/we, the undersigned, who seek to Purchase or Lease at Chateaubleau Condominium Association, have received a copy of the Condominium Rules and Regulations and have read them all. I/we understand the Rules and Regulations and agree to abide by them.

Applicant Name (Print): _____ Applicant Name (Print): _____

Applicant Signature: _____ Applicant Signature: _____

Unit Address: _____ Date: _____

Chateaubleau Villas Occupancy Rules for all Applicants:

Per the Rules and Regulations of Chateaubleau Villas Condominium Association, Leases and Purchases:

#3: In the event of a lease or renewal of lease of a Unit, the lessee and unit owner must provide the Association a completed Association Application to Lease (to be obtained from the property management company), and a copy of the unit owner's lease with the lessee. For new leases, a nonrefundable screening fee is required for every person age 18 or older who will occupy the unit.

#5: No one can occupy a Unit or continue to occupy a Unit until the Association issues a written approval of purchase or lease. Anyone desiring to move in must first be approved by the association.

#11: Only persons who have been screened and approved by the Association and the unit owner may occupy a Unit. Unit owners and tenants are fully responsible for notifying the Management Company if any new adult wishes to move into their unit so that they may submit the necessary forms and be approved prior to moving in.

#13: The Unit Owner shall ensure that tenants abide by all Rules and Regulations and the unit owner shall be responsible for any violations of the Rules and Regulations caused by the tenant. The Unit owner shall also be responsible for any damage to the Association's common areas caused by the tenant.

#15: Unit owners who permit occupancy of a Unit prior to Association screening and approval of an application to lease or purchase will be fined \$100.00. Persons who occupy a Unit without Association approval are subject to eviction and prosecution for trespassing.

Per the Rules and Regulations, Common Area,

#2: This is a ONE WAY street community. Do not drive in the opposite direction as it is against the law.

****Those who enter the condominium in the opposite direction will be fined \$150.00.**

I/we, the undersigned, who seek to Purchase or Lease at Chateaubleau Condominium Association, understand the aforementioned Rules as they pertain to new occupants and agree to abide by them.

Applicant Name (Print): _____ Applicant Name (Print): _____

Applicant Signature: _____ Applicant Signature: _____

Unit Address: _____ Date: _____