

Le Château Royal Condominium Association Inc. 3540 South Ocean Blvd, Palm Beach, FL 33480. Office (561) 585-3940 | Fax (561) 585-7763

## **Rental Application**

The Contents of this packet have been provided in an effort to inform and assist you with the move-in process along with the Rules and Regulations of the community.

This application and authorization forms must be completed in detail by each proposed tenant, other than husband/wife or dependent child (which is considered one applicant).

Please expect up to three (3) weeks from the date of receipt of a FULLY COMPLETED application and fees to be reviewed and approved. All necessary fees must accompany the submitted application for occupancy not less than 30 days prior to the date of occupancy.

#### PLEASE PROVIDE THE FOLLOWING DOCUMENTS WITH THIS APPLICATION:

- Application and fee **(\$150 nonrefundable)** per applicant with husband / wife and parent / dependent child considered one applicant.
- Application fees are to be made payable to Le Chateau Condominium Association Inc.
- A copy of the driver's license for each adult applicant occupying the unit.
- Copy of the executed lease.
- ACCEPTANCE OF THE PROCESSING FEE DOES NOT IN ANY WAY CONSTITUTE APPROVAL OF THIS TRANSACTION.

#### Once the application has been approved:

All move-ins, move-outs, and deliveries, must be scheduled with the management office. You must notify your moving company of this requirement. Notice of move-ins and move-outs must be provided at least forty-eight **(48)** hours prior to the move in or out date, in order to install the required elevator protection equipment.

#### Any other deliveries must be scheduled at least 48 hours in advance.

# Moves are scheduled 9:00am – 5:00pm Monday – Thursday, 9:00am – 4:00pm on Fridays and deliveries are allowed Saturday mornings from 11:00am – 2:00pm

#### NO MOVING IN OR OUT OF UNITS ON SUNDAYS OR HOLIDAYS!

Movers are **not allowed** to stage furniture in the hallways (This is a Fire Code violation). All boxes must be broken down and taken to the lower garage trash room for disposal (any boxes, moving supplies, equipment, etc. left in front of the trash chute areas, will result in a clean-up/trash removal fee per occurrence).

Moving vehicles are permitted to park in designated areas only and **must not** park on the entrance drive path or obstruct any parking areas, and/or the flow of traffic entering or exiting the property.

Management reserves the right to instruct any moving or delivery personnel, to immediately leave the property, and/or deny any future access, to ensure orderly move-ins, move-outs, and deliveries.

An incomplete or inaccurate application will delay the approval process. Your signature below indicates that you have read and understood the procedures required for move-ins and deliveries.

#### Please contact the Management Office if you require additional assistance.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Complete all questions. If any question is not answered or left blank, this application may be returned as not processed, and/or not approved. Print legibly. Missing information will cause delays. All information will be verified.

Owner's Name:		Tel. No.:
Email:		
Dates of rental From:		To:
Tenant First Name:		Middle: Last Name:
Social Security No.:		_ Date of Birth:///
Driver's License No:		State issued:
Telephone No:		Email:
Co- Tenant First Name:		Middle: Last Name:
Social Security No.:		_ Date of Birth://
Driver's License No:		State issued:
Telephone No:		Email:
Current Address: Address:		
City:		Country
How long have you been at this	address?	
Own	Rent	
Landlord Name		Phone #:

Emergency Contact/Relationship/Phone No.:					
Are you or anyone in yo which would require add YES NO	ditional assistan			ention or have restricted mobility,	
Please explain special r	needs (i.e., oxyg	gen, wheelcha	air, blind, deaf, et		
Children who will occu	upy the condo	ninium unit	with you:		
Name		Birth Date			
Other Persons who wi	II occupy the c	ondominiun	n unit with you:		
Name		Age	_ Relationship/O	ccupation	
Name		Age	_ Relationship/O	occupation	
Vehicles:					
Vehicle 1 Make:	I	Model:		Color:	
Year: Li	cense Plate # _		State: _		
Insured By:			_		
Vehicle 2 Make:	I	Model:		Color:	
Year: Li	cense Plate # _		State:		
Insured By:					

#### Agreement:

- I have received a copy of the condominium's rules and regulations.
  Initial \_\_\_\_\_\_
- I understand, that I will be advised by the Board of Directors or the Screening Committee of either acceptance or denial of this application within three (3) weeks of receipt of a completed application.
  Initial \_\_\_\_\_\_
- 3. I understand, that I may NOT bring a pet, nor may any guest or visitor bring a pet into Le Chateau Royal Condominium Association property nor acquire one, either temporarily or permanently after occupancy. Emotional Support Animals or Support Animals, require a separate application, and should be submitted simultaneously with the occupancy application.

Initial

4. I understand, that the acceptance for occupancy of a condominium unit at Le Chateau Royal Condominium Association, Inc. is conditioned upon the truth and accuracy of this application, and upon the approval from the Board of Directors and/or the Screening Committee. Any misrepresentation or falsification of the information on these forms will result in the automatic disqualification of my application.

Initial \_\_\_\_\_

5. I understand, that Occupancy prior to Board of Directors approval is prohibited.

Initial

- 6. I understand, it is the responsibility of the owner to turn over Individual Unit keys and access devices to the tenant. Access devices may also be obtained through the Management Office at the current established cost and restrictions. Only current residents may have an active access device; therefore, any non-transferred devices will be deactivated. Parking decals will be issued at move-in.
  - Initial
- 7. I understand, that the Board of Directors of Le Chateau Royal Condominium Association, Inc. may cause to be instituted, an investigation of my background, as the Board may deem necessary. Accordingly, I specifically authorize the Board of Director's, its Management and the Investigative Company, to make such investigation, and that the Board of Directors, its Officers, and its Management, shall be held harmless from any actions or claims, by me, in connection with the use of the information contained herein, or any investigation conducted by the Board of Directors.

Initial \_\_\_\_\_

APPLICANT'S NAME:	 	
APPLICANT'S SIGNATURE:		

Co-APPLICANT'S NAME:

Co-APPLICANT'S SIGNATURE:

#### **Background Verification Authorization Form:**

You are hereby authorized to release any and all information requested with regard to verification of residential history, criminal record history, employment history to the Association. This information is to be used for my/our application for occupancy.

I/we hereby waive any privileges I/we have with respect to the said information in reference to its release to the aforesaid party. Information obtained for this application is to be release to the Property Manager, Board of Director and the Landlord for their exclusive use only.

PLEASE PROVIDE A COPY OF YOUR DRIVER'S LICENSE TO CONFIRM IDENTITY. If you do not have a Driver's License, please include a copy of your identification card.

I/We further state the Authorization Form was signed by me/us and was not originated with fraudulent intent by me/us or any other person(s) that the signature(s) below are my/our own proper signature(s).

I UNDERSTAND THAT THE APPLICATION FEE IS REQUIRED AND NONREFUNDABLE REGARDLESS OF THE OUTCOME OF THE APPLICATION.

If you or the co-applicant have falsified, deliberately mislead or omitted to mention any information on your application, you may not be approved for a purchase, lease and or occupancy.

	Date
(Applicant's Signature)	
	Date
(Applicant's Name Printed)	
	Date
(Applicant's Signature)	
	Date
(Applicant's Name Printed)	

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#### RENT GARNISHMENT PROVISION ACKNOWLEDGEMENT BY TENANT

Date:

\_\_\_\_\_(Tenant), as Renter of Unit # \_\_\_\_\_, in Le ١, Chateau Royal Condominium Association, Inc. (Association), hereby acknowledge that the provisions of Chapter 718, Florida Statutes (The Condominium Act), The Declaration of Le Chateau Royal Condominium Association (The Declaration), The Association's Articles of Incorporation, The Association's By-Laws and The Association's Rules and Regulations shall be deemed expressly incorporated into the lease of the Unit, in accordance with Section 718.303(1), Florida Statutes.

The Owner has provided me with a copy of the aforementioned documents, or has notified me that such documents shall be made reasonably available upon written request. In the event that the Unit Owner becomes delinguent in payment of assessments to the Association, I, as the tenant will be notified by the Association, or one of its authorized representatives, to discontinue the payment of rent due under the Lease to the Unit Owner and instead direct said payments, in the same amount and frequency, to the Association.

I recognize that I am obligated to comply, until such time as I am directed to redirect my recurring payments to the Unit Owner by the Association or one of its authorized representatives. In the event that I refuse with the Association's entitlement to collect the rent directly, the matter shall be turned over the Association's legal counsel for further action and may involve the termination of my lease. The Board of Directors has a fiduciary duty and responsibility to enforce the terms and provisions of The Declaration and shall not hesitate to do so.

This acknowledgement form does not impose any additional obligations or liability on the Tenant, but rather is intended to clarify existing obligations and liability as of the date of the commencement of the lease.

Tenant: \_\_\_\_\_

Print Name

Tenant: \_\_\_\_\_ Print Name

Tenant: \_\_\_\_\_

Tenant: \_\_\_\_\_

Signature

Signature

#### **Bicycle Registration:**

Lessee's Bicycles must be registered with the Association; otherwise, the Association can remove them from the property. Bicycle registration is required annually. If you have a bicycle, please come to the office to register the bicycle information and receive a sticker to apply to your bicycle.

The Association shall not be responsible for loss or theft of beach chairs, bicycles, wheelchairs, electric scooters, etc., left in garage or pool deck area or for their rusting, weathering, etc.

Thirty (30) days after the bicycle registration has expired, the Lessee will be notified in writing and thirty (30) days after the registration has expired, the bicycle will be removed from the property and disposed of. **Bicycles may not be stored on balconies.** 

	Date
(Applicant's Signature)	

(Applicant's Name Printed)

### **General Info**

Please place your concerns, requests, etc. in writing rather than relaying them orally. All Communication should be in writing. First contact should be the office with concerns relayed to the BOD.

When leaving your condominium unit for more than three days, please turn off main water valves located in guest bathroom wall. See the condo office if help is needed.

For emergency purposes, please inform the condo office of the person you wish notified in case of a medical emergency.

Please leave a set of car keys with the condo office if you intend to be away for an extended period of time, while leaving your car in its assigned space, especially during hurricane season.

Please read the rules. This is not the full set of governing documents, which you should have received from the owner. It is a synopsis of the most important regulations for review.

All prospective tenants, should refer to all available references, the association's governing documents as well as the rules and regulations, and any other binding agreement.



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# **RULES & REGULATIONS**

#### INTRODUCTION

The Rules and Regulations (Rules) that follow are established by authority of the Board of Directors of the Condominium Association (Board) and shall take effect as of June 18, 2024. They shall supersede and take precedence over any similar Rules and Regulations in existence heretofore. These Rules establish principles of conduct for the general good and welfare of all Residents in our Association Facility and are comprised of provisions affecting safety, health, sanitation, comfort and consideration of our neighbors.

Observance of the Rules is mandatory upon all Association Members, Visitors, Guests, Tenants and Employees. The condominium units are intended to be a personal residence. It is not to be used as a hotel, transient apartment, motel, or a business office. The proper use, rather than abuse of our common facilities, will result in a positive living environment.

#### DEFINITIONS

OWNER: Unit owner means the titled legal owner of the unit along with the spouse if in residence. Units are for single family residences only.

TENANT: A person who rents or leases an apartment from an owner.

GUEST: A person who is present in the apartment while said apartment is being occupied by the owner or authorized agent. Any other person occupying such apartment shall be considered a tenant and subject to the limitations of the rental provisions.

VISITORS: A person who visits an owner or a tenant and does not reside in the apartment.

IMMEDIATE FAMILY: Parents, grandparents, children, grandchildren, brothers, sisters and their respective spouses.

#### LIABILITY OF ASSOCIATION MEMBERS

- 1. All Association Members and Tenants will be issued the Rules and Regulations.
- 2. All guests, visitors and family members must abide by the same Rules and Regulations of the Condominium in effect for the Association Members (and/or Tenants) and they should advise their guests that their stay will be terminated if any of the Rules and Regulations are violated. The Association Member will be liable to the Association for any attorney fees and costs which may be incurred in enforcing these Rules against a Guest, visitor or immediate family member.
- 3. Authorized Tenants will acknowledge by his/her signature that they have received a copy of the same prior to occupancy. Such signature(s) will be attached to or incorporated in the lease agreement retained in the Association's Management Office.
- 4. The Board shall have sole power to make a determination of violation of the rules when presented for their consideration and to levy suitable appropriate fines in a responsible manner.

#### **SECTION 1: GENERAL RULES**

- 1. Association Members (and/or Tenant,) their families, visitors and guests, including children, shall not appear in the lobby, elevators or public rooms unless properly attired. Top coverings and foot wear must be worn at all times in these places. Uncovered and wet swimming suits must not be worn by adults or children on condominium Association Facility except on the pool deck.
- 2. No immoral, improper, offensive or unlawful use shall be made of the Condominium Association Facility nor any part thereof; further, no use may be made which would be in violation of any Federal, State, County or municipal law, statute, ordinance or administrative rule or regulation, or would be injurious to the reputation of the Condominium.
- 3. Any Maintenance or Special Assessment payments received after the 10th day of the month are considered late and will be assessed a \$25.00 late fee.
- 4. No nuisance shall be allowed upon the Condominium Association Facility, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Association Facility by its residents.
- 5. No remodeling, construction, installation or any work that creates noise shall be permitted in an apartment from December 15th through April 1st of any year. This includes work done by an owner as well as a vendor.
- 6. No construction, installation, maintenance or repair work, unless in an emergency, will be permitted before the hours of 8:00 a.m. or after 4:00 p.m., Monday through Friday and at NO TIME ON SATURDAY, SUNDAY OR HOLIDAYS. If work needs to be done on Saturday it must be authorized by an Officer of the Board of Directors.
- 7. Grocery carts and luggage racks are provided for the convenience of all. After use, they must be immediately returned, as a matter of courtesy, to the designated areas stipulated on each grocery cart and/or luggage rack.
- 8. The bulletin boards in the elevators are to be used exclusively by the Board to communicate official information to the Association Members. The cork bulletin board to the right of the elevator may be used by Association Members to post notices and information regarding community activities, personal items for sale, etc.
- 9. All signed suggestions, requests and complaints concerning the operation of the Condominium should be made in writing to the Management Office.
- 10. No furniture or furnishings in the common areas except for holiday decorations, are to be removed or added to by any Association Member, Tenant, Guest or Visitor.
- 11. The Association, through its Board of Directors or its Managing Agent, under Florida Statute (718.111) governing emergency access, shall retain a pass-key to each Condominium Unit for utilization only in the event of any emergency, such as fire, leakage, etc. The Board of Directors of the Association, or any person authorized by it, shall have the immediate right to enter such unit for the purpose of remedying or abating the cause of such emergency. In the event a new lock is installed, the Association Member shall at the same time such alteration or new lock installation is accomplished, provide the Association with an additional key for the use of the Association pursuant to its right of access to each Condominium Unit. Failure to provide such a key makes an Association Member (and/or Tenant) responsible and liable for resulting injuries, loss of life or Association Facility damage and attorney's fees and costs incurred by the Association. Further, the Association will not be responsible for any damage resulting from entry in the event that emergency access is required. Keys deposited with the Management Office will not be given to guests, service or domestic personnel without written permission by the Association Member. No keys to the units may be held by staff for a potential guest, visitor, service provider, maintenance, delivery or moving personnel. Any of the aforementioned persons must have the keys in their possession or be met by the Association Member or Association Member's representative.
- 12. Water valves must be shut off before leaving for more than three (3) days by the Association Member, Tenant, Guest or Immediate Family.
- 13. No firearms, guns, fireworks or weapons shall be displayed or discharged on Condominium common area Association Facility.
- 14. An Association Member may allow another Member to occupy his or her unit. Both Association Members must be in good standing, current in all monies owed to the Condominium Association.
- 15. Flyers / Pamphlets / Envelopes / Advertisements or any other items, may not be placed on or under the unit doors or in any common element, except as authorized by an agent of the Association in order to limit debris.

- 16. Owners are not allowed to install any type of washer/dryer combinations or any type of washers and/or dryers of any kind.
- 17. Association Members/Tenants or any of their agents, employees, licensees or visitors SHALL NOT at any time, bring into or keep in their units, hallways, walkways or balconies any FLAMMABLE, COMBUSTIBLE or EXPLOSIVE fluids, materials, chemicals or substances, except for household use and in household quantities.
- 18. BBQ Grills of any kind whether; ELECTRICAL, GAS, CHARCOAL, FLAMMABLE, are strictly prohibited on the balconies, common and limited common elements of the Condominium, except for the Association BBQ located in the Recreation Area.
- 19. Association Members/Tenants or any of their agents, employees, licensees or visitors SHALL NOT at any time, bring into or keep in their units, hallways, or common elements an emergency generator. Association Members/Tenants or any of their agents, employees, licensees or visitors SHALL NOT connect an outside source of electrical power to any electrical connection in their units, limited common elements or common elements.
- 20. No tiles, carpets, rugs, paint or sealers may be put on the balcony floors; and no alterations may be made. Only 2' x 3' door mats are allowed.
- 21. The Association shall not be responsible for loss or theft of beach chairs, bicycles, wheelchairs, electric scooters, etc. which are left in the garage, bike room or pool deck area or for their rusting or weathering.
- 22. All bicycles must be registered annually with the Management Office by January 31st of the new year or within seven (7) days of arrival at the association facility. Management may remove them from the Association Facility, thirty (30) days after the bicycle registration period has expired for disposal. Bicycles may NOT be stored on balconies. All bicycles parked in unauthorized areas will be removed by Management.
- 23. A person under the age of 18 shall not be permitted to reside in a unit unless the Association Member or Tenant is in residence, or such person is legally emancipated (with evidence.)
- 24. No one shall not be permitted to play any recreational activity on the sidewalks, corridors, parking areas, elevators or stairways of the Condominium Association Facility.

### **SECTION 2: GUESTS**

- 1. Every Association Member/Tenant must provide a list of immediate family members which must be on file in the Management Office. Any person whose name is not on the file will be denied entry and use of the facility if the Association Member/Tenant is not in residence.
- 2. When an Association Member or Tenant is in residence, there are no limitations to the duration of the stay of guests. However, after 30 days an owner's guests will be subject to the application process and background-check as any other new resident. When an Association Member is NOT in residence, only a member of their family who has been registered with the office may be a guest.
- 3. Tenants shall NOT have guests when not in residence and any guest staying longer than 30 days will be subject to the application process including but not limited to background checks and must be included as a Resident under the subject Lease Agreement with the Owner/Landlords written Approval.
- 4. Each Association Member and Tenant shall be responsible for familiarizing each guest with these rules and for all guests' compliance with same, regardless of whether the Association Member is in residence. Association Members and Tenants may be subject to enforcement action, including the possibility of suspending guest privileges, for failure of the Association Member, Tenant or Guest to comply with these Rules.
- 5. In an attempt to assure that all residents have the opportunity to utilize the pool, barbecue area and clubhouse, each unit shall have no more than a total of six (6) guests or visitors in these areas at any one time. However, a resident may make arrangements for exclusive use of the clubhouse for more than six (6) guests with the permission of the Board.

#### **SECTION 3: PARKING**

- 1. Always use caution when approaching the entry gate. Only one vehicle at a time may enter. Following or "piggybacking" another vehicle into the garage may result in damages to your vehicle from the barrier arm. Should this occur, you will be responsible for repairing any damage to the gate system as well as your vehicle. Never obstruct the functioning of the gates by propping them open. The gated entrance is monitored by cameras to ensure compliance with all rules for entrance into the condominium.
- 2. Gate fobs may not be distributed, given or loaned to any person(s). Such restrictions and limitations shall include, but are not limited to: Visitors, Workmen, Real Estate Agents, Cleaning Services, Maid Services, etc.

Do not enter through the exit gates. This is very dangerous and should not be attempted.

- Do not push gates with vehicle.
- 3. The Association will not be liable for any damages to any vehicle parked inside the garage.
- 4. Parking spaces may not be used for any purpose other than parking of a private vehicle. There is no storage allowed of any item in the parking space. Each apartment has an assigned parking space which is to be used only by that Owner or Tenant. Each Association Owner or Tenant shall park only in the assigned space and be issued an identification sticker indicating the parking space number. If a unit is leased, the parking space that is part of that Member's deeded space of the Association must be leased along with that unit. No owner may store a vehicle on the property if their unit is being rented. If an owner leases a reserved spot from the Association, then this spot is to also go to the tenant.
- 5. Tenants must park in the space designated for the unit and shall be given an identification sticker indicating the parking space number. The identification sticker should be affixed on the driver's side (left lower portion of the windshield.) Guests of an Association Member/Tenant in residence shall register with the office and be given a parking pass to display on their dashboard and shall park on the roof. Any vehicle without the appropriate sticker/parking pass will receive a written warning left on the car. Fines, ticketing, towing and or booting may occur according to Palm Beach County Towing Ordinance.
- 6. An Association Member/Tenant with an additional vehicle must request an additional identification sticker and cars must be parked on the roof unless an additional covered spot has been leased.
- 7. Parking in front of the West building is reserved for Emergency vehicles only. There is also one designated short term (30 minute) exterior Handicapped parking spot in front of the package room as well as four Handicapped Parking Spaces on the fourth level of the parking garage for use by those with a Handicapped Parking Permit.
- NO OVERNIGHT PARKING IS PERMITTED IN THE FRONT OF THE BUILDING, INCLUDING THE HANDICAPPED SPOT. Any vehicle parked in this designated area will be subject to towing and a fine by the Palm Beach County Sheriff's Department.
- 9. 30-minute parking spaces on the first floor located near the office are reserved for daily visitors only. THERE IS NO OVERNIGHT PARKING PERMITTED IN THIS DESIGNATED AREA.
- 10. If you are leaving your car for an extended period in an assigned space, you should leave your car keys with the Management Office.
- 11. No guest parking should be occupied for more than 24 hours. No car shall be covered while parked in a guest parking space. All guest parking is on the roof of the garage only.
- 12. Unless authorized by the office, cars left parked in guest parking spots will be ticketed by Palm Beach County Sheriff's Department, Towed or Booted at the Owner's expense according to Palm Beach County Towing Ordinance.
- 13. No Association Member/Tenant is allowed to lend his parking space to an individual not owning, leasing or residing on the premises or store in the garage any vehicle belonging to an individual not owning, leasing or residing on the premises.
- 14. Temporary exchange of parking space/spaces between Association Members must be recorded in writing with the Management Office.
- 15. No motorcycles, trucks, pick-up trucks, baby carriages, boats, trailers or similar vehicles shall be allowed to stand in public areas or within the common elements. This also applies to campers or vans designed to accommodate cooking and sleeping.

- 16. No vehicles more than 19' in overall length or 9' in width shall be parked in the covered area of the garage. Any vehicle exceeding either of these parameters shall be considered oversized, and not allowed to park in the covered areas. All vehicles parked in the covered area of the garage must fit completely within the assigned spot without exceeding the length or width of the parking space including bumpers, cargo carriers, bicycle racks and trailer hitches. Vehicles shall not block or restrict the use of any other parking space, aisle, driveway or fire lane. Any oversized vehicles shall be parked in the designated oversized parking spaces on the roof. Association Members with oversized vehicles shall have three months from the passage of these rules to relocate their vehicles from inside the garage to the roof or make other parking arrangements. Any open bed of any type of vehicle shall be free from debris, work equipment, tools, boxes or any loose objects.
- 17. Motor scooters (defined as 100ccs or under) may be parked in an Owner's space or on the roof.
- 18. Bicycles are permitted to be parked only in the bicycle storage room on the roof. If there is no space available, then they must be stored inside the owner's unit. All bikes shall have identifying stickers registered in the office and shall be in operable condition.
- 19. Bicycles shall not be left in elevator lobbies, corridors, laundry rooms or any other common areas.
- 20. No vehicles shall be serviced in the garage area or on the garage roof except if disabled and being serviced for the purpose of moving said vehicle. Any vehicle owner with leaking gas or oil shall see to the immediate cleanup to avoid accidents and fire hazards.
- 21. Any Association Member/Tenant with a vehicle being stored more than 30 consecutive days when the Association Member/Tenant is not in residence must notify the Management Office. All vehicles parked in the parking areas of this Association must have a valid license plate, registration sticker and be operable under Florida law. No vehicle shall be parked for more than one week with broken glass, a flat tire or temporarily secured sheet metal body parts. If the Association Member/Tenant is not present, the Management Office shall notify the Association Member/Tenant forthwith and the Association Member/Tenant shall respond within 48 hours from the time of notification as to how the situation will be rectified.
- 22. Stop signs and speed limit signs on the Association Facility must be observed at all times. The speed limit is 5 mph. Any collisions with other vehicles or damage to the garage shall be reported to the Management Office by the responsible party, including the license plate number of any vehicle damaged.

#### **SECTION 4: POOL & DECK AREAS**

- 1. Use of pool is strictly at the swimmer's own risk.
- 2. Pool hours shall be from dawn to dusk which is ½ hour after sunrise until ½ hour before sunset as per Palm Beach County Statutes.
- 3. Proper bathing attire is required at all times. Swim attire needs to be appropriate, non-see-through with no offensive language, no overexposure or overly revealing tight fitting suits.
- 4. All security gates must be kept locked.
- 5. No animals are allowed on the pool deck or in the water.
- 6. When returning from the beach, remove sand from your feet before entering the pool deck area. Hoses for that purpose are provided near the beach stairway. Swimmers must take a shower before entering the pool and remove all sand, suntan oil or lotions.
- 7. There shall be no artificial floats, toys, balls, snorkels, fins, Frisbees, etc. in or around the pool area or in the pool. Pool noodles and life vests are permitted.
- 8. Diving, ball playing, jumping, running, wrestling, dunking, pushing, spitting, horse playing or shouting in the pool or adjoining areas is not permitted.
- 9. Children under twelve (12) years of age must be accompanied by an adult at all times while on the pool deck and while using the pool.
- 10. No one shall use furniture belonging to the Association while wearing suntan oils, lotions or creams without first covering the furniture with a large towel.
- 11. Pool furniture may not be reserved for longer than 30 minutes.
- 12. Anyone who is incontinent or wearing regular diapers may not use the pool. However, if that person is wearing a

swim diaper as recommended by Chapter 64E-9.006 of the Florida Administrative Code they shall be allowed in the pool. A clean, close-fitting disposable diaper made for swimming with a plastic outer covering that has elastic at the waist and leg openings must be worn. A bathing suit or plastic pants are recommended over the diaper. This is mainly for extra protection against leakage in the event of a bowel movement. The diaper should be changed frequently.

- 13. Persons with dripping attire and/or bare wet feet shall not enter the buildings, elevators, office or Clubhouse.
- 14. No glass or food items (bottles, cups, dishes etc.) are allowed on pool deck. Bottled water in plastic or stainlesssteel containers shall be permitted.
- 15. Food is permitted in the designated picnic area, on the beach or in the clubhouse at the designated tables.
- 16. All persons using the recreation facilities do so at their own risk.
- 17. Earphones must be used with radios/listening devices in the pool area.
- 18. Smoking or vaping is prohibited on the pool deck area within the gated perimeter.
- 19. No Association Member/Tenant shall confront any individual about any perceived violation of any rule relating to the pool or the pool deck. In the event that any Association Member witnesses any such rule violation and wishes to initiate enforcement action, the Association Member/Tenant shall promptly report the violation(s) to the Office staff or Manager for investigation.

### **SECTION 5: RECREATIONAL ROOM (CLUBHOUSE)**

- 1. The Board of Directors and any Board Committees shall have first priority in the use of the Clubhouse. Reservations for private functions must be made at the Condo Office at least seven days before the event. The owner making the request must be current in all monies due to the Association. The Board will approve the request based on the availability of the facility and with regards to any potential conflicts.
- 2. Owners may use the clubhouse between 7:00am and midnight, unless there is a scheduled Committee / Board of Directors meeting or previously reserved private function. Fees and security deposits are required for private functions. The reservation forms can be obtained at the Management Office.
- 3. The rules for the use of the recreation room and the recreational equipment are posted and can be obtained in the Management Office or on the website. Any organized, publicized, advertised or group event of more than ten people held in the clubhouse must notify the office) beforehand for Board approval.
- 4. The barbecue grills and the barbecue equipment may be used by an Owner or Tenant without charge. The area must be cleaned after each use. If you notice a problem with the barbecue equipment, please report it to the office immediately. There is no eating in the clubhouse except for on the tables, which must be cleaned after use.
- 5. Children less than 14 years of age wishing to use any part of the clubhouse must be supervised by an Owner or Tenant at all times.
- 6. The Clubhouse is monitored by a closed-circuit camera at all times as posted at the entrance. Do not remove any furniture or equipment from the clubhouse.
- 7. Upon entering the clubhouse, one must wear dry shoes and a shirt. Swimsuits are permitted if thoroughly dry.

### **SECTION 6: COMMON ELEMENTS**

- No outside antennas shall be installed on any walls or balconies. No clothing, laundry, towels, bedding, draperies, mops, rugs or similar items may be aired or dried on balcony railings or in or on windows. Nothing shall be swept or thrown from any balcony, nor should any object be placed on the balcony wall. Awnings or other projections shall not be attached on the outside wall of the building or balcony. The use of balconies for outdoor cooking is prohibited.
- 2. White, vertical storm shutters that meet the standards of the South Florida Building Code for hurricane protection may be installed by an Owner at his/her expense.
- 3. According to Fire Safety Regulation: All non-balcony doors to the buildings and apartments must be kept closed at all times.
- 4. No items may be stored in corridors, stairways, stairwells or laundry rooms.
- 5. Doors to laundry rooms and trash rooms MUST be kept closed.
- 6. The use of skate boards, bicycles, tricycles, in-line skates, and other similar wheeled vehicles are not permitted anywhere on the property including elevators, hallways, lobbies, driveways, parking decks or pool deck.
- 7. Smoking and vaping are NOT permitted in the common areas including the lobbies, elevators, stairwells, pool, pool deck, hallways, clubhouse, grass areas and garage. Do not smoke within 20 feet of any entrance way.
- 8. Entrance ways and stairways shall not be obstructed or used for any purpose other than access to and from the units in the buildings.
- 9. Nothing shall be placed outside the apartment entrances (or in any other indoor public area). Door mats are not permitted in front of individual apartment entrances.
- 10. Unit owners are allowed one storage locker per unit and it must be located in their building of residence. Anyone who currently has two lockers in their building will be grandfathered until the time they sell the unit. No one is allowed to have more than two lockers at any time.
- 11. Anything placed in the storage areas is at the owner's risk and must be kept inside the lockers. All items left outside of the lockers in the storage area will be thrown away. No flammable items including paint cans, thinners, chemicals or any other item which may pose a danger is allowed to be stored in the lockers.

### **SECTION 7: LAUNDRY ROOM RULES**

- 1. Do not over load the machines.
- 2. Please remove clothes promptly from washer & dryer after use.
- 3. Remove the lint from the dryer & wipe down after each use.
- 4. If you spill something please wipe or sweep it up immediately.
- 5. Please dispose of your detergent containers properly. Laundry room garbage is not intended for personal use.
- 6. Please measure your soap. Using too much detergent will cause the machines to malfunction. You should follow all operational procedures posted in the laundry room.

#### **SECTION 8: TRASH DISPOSAL**

- 1. A trash chute at the end of each floor is for simple household garbage only. Bulky cartons, wrapping materials, etc. should be carried down to the lower-level trash room in the garage area. No garbage should be left in the halls or on the staircase landings. Exercise care and caution when carrying refuse from apartment to trash chute.
- 2. Large items of furniture, construction debris or appliances need to be removed from the property by the owner or contractor. We do not have any facilities for their storage and Waste Management will not take them for us. Large recyclable items like large card board boxes must be brought down to trash rooms on bottom floor of garage.
- 3. All garbage must be put in durable plastic bags and tied securely before leaving your apartment and thrown into the disposal chute. Do not throw any sharp objects down the chute including knives, glass, wood, metal etc.
- 4. Recyclable items (glass, plastic and aluminum) should be cleaned before being placed in the recycling containers located in each trash room according to the posted recycling instructions. Do not leave empty bottles or food items in bags in trash rooms as they attract mice, ants and palmetto bugs, etc.
- 5. No lighted material of any kind should be tossed down the chute.

#### **SECTION 9: PETS AND SERVICE ASSISTANCE ANIMALS**

- 1. No pets are allowed per the Governing Documents. However, the following rules apply to residents with Assistance or Service Animals which have been approved by the Board as required accommodations for disabilities under the Fair Housing Act or other applicable law. These rules have been enacted for the sole purpose of ensuring the health, safety, and quiet enjoyment of all our residents.
- 2. "Service Animal" and "Assistance Animal" shall have the definitions applicable under federal, state and local law. All requests for such animals shall be made to the Board by completing a written request for same. Association Member/Tenant must supply written documentation showing the need for such animal as allowed/required by law. Applications are available in the Management Office. The Board shall review each application on an individual basis, along with supporting documentation as permitted by law and shall respond to such request in a reasonable time. No Association Member/Tenant shall be permitted to bring into or maintain on Association property an assistance animal if such individual animal has been documented as dangerous or vicious. Further, the foregoing provisions notwithstanding, the Association shall have the power to require and enforce the removal of any assistance animal from a unit should the resident not comply with Association rules. Each Association Member/Tenant having a Service Animal or Assistance Animal shall sign a written acknowledgement agreeing to abide by the rules in this section.
- 3. An Association Member/Tenant with an approved Service or Assistance Animal shall not allow such to create a nuisance or become a nuisance as may be determined by the Board in its sole discretion. The term nuisance in this paragraph shall include but not be limited to aggressive behavior and disturbances to other residents by barking, scratching, screeching, howling and other sounds, or allowing the Assistance Animal to defecate on the common elements. Further, an Association Member/Tenant with a Service or Assistance Animal shall properly maintain such animal's living conditions in the unit, to prevent an unsanitary condition from developing. An Association Member/Tenant shall not allow fecal matter to accumulate in the unit or on common elements.
- 4. Assistance and Service Animals shall always be on a fixed, short leash with a disposable bag for immediate cleanup of animal waste when on the Association Facility outside of Association Member/Tenant's unit.
- 5. All sliding doors and other doors to the unit where the Assistance or Service Animal resides shall be closed when such animal is left unattended in the unit. Such animals shall not be permitted on unit balcony(s) unattended and shall not be left tethered on the common elements (balcony and or any other area of the building). The balcony may not be utilized as a bathroom for such animals.
- 6. All Assistance and Service Animals must be walked off Association Facility and do not allow them to relieve themselves on the Association Facility. Association Member/Tenant must immediately pick up and dispose of any accidental animal waste on Association Facility and shall promptly clean any indoor common elements affected

by such accident. d animal waste must be bagged before disposed in a manner so as not to create odors or exposure to waste.

- 7. Association Member/Tenant shall be responsible for the cost of any and all repair of damage to the common elements caused by such animals.
- 8. Association Member acknowledges that they and NOT the Association shall be responsible for any injury caused or sustained by such animal on Association Facility or common elements.
- 9. Association Member/Tenant is responsible for maintaining the Assistance or Service Animal in a "flea free" condition and obtaining all appropriate inoculations on a current basis. The Board may require regular documentation to support proof of same. Further, the Association Member/Tenant shall properly maintain the Assistance animal's living conditions in the unit to prevent an unsanitary condition from developing.
- 10. Association Member/Tenant shall abide by all local laws regarding animal safety and care. Association Member/Tenant shall, upon request, provide proof to the Association that the Assistance Animal is properly registered in Palm Beach County and has up-to-date vaccinations as required by Palm Beach County. While on the common elements, Assistance or Service Animal shall wear current, county required registration tags securely fastened about the Assistance Animal's neck by a collar, harness or other substantial device so as to be clearly visible at all times.
- 11. Association Member/Tenant agrees to hold the Association harmless for injuries and/or damages caused by his/her Assistance or Service Animal.
- 12. Association Member/Tenant shall comply with the Association's governing documents and Rules as they apply, including but not limited to undue disturbances and nuisances to other residents. The Association will pursue all available remedies under the law and the Governing Documents for any violation of the governing documents and Rules promulgated by the Board. If the service animal continually barks and creates a nuisance for the neighbors it will need to be removed from the property.
- 13. Approved applicants will receive an ESA Tag which MUST be worn at all times by the ESA when the ESA is outside of the apartment/unit.

#### **SECTION 10: SALES AND LEASE REQUIREMENTS**

- 1. Realtors may show apartments during office hours only. For exceptions to these hours, realtors must contact the office prior to setting appointment. No showing of apartments on Holidays. Realtors must sign in and leave a business card at the office upon each visit. No Association Members keys will be given out by the Management Office. Arrangements for keys must be made with the Owner or the listing agent.
- 2. All sales of a unit must be approved in writing by the Association prior to closing.
- 3. All necessary fees must accompany the submitted application for sale not less than 30 days prior to the date of occupancy.
- 4. All applicants desiring to purchase a unit must be interviewed by the Association 30 days prior to closing. If there is joint Association Membership, all parties must be present. Contact the office for time and days allotted for all interviews of sales.
- 5. Prior to interviews, all needed and necessary reports and fees must have been received by the management office. All interviews will take place either on the Condominium premises, by phone or video call when possible. Times and dates of interviews will be discussed with the Interview Committee and scheduled accordingly.
- 6. The Condominium will allow reasonable time after interviewing a prospective buyer for the sale to be completed. If sale is not completed within that time frame, the buyer must update the Manager every 30 days.
- 7. If title vests in any entity other than a natural person or persons or in multiple families, then such entity or multiple families shall designate in writing each single family to occupy the unit; and Association approval of said designee shall be subject to the same rules, regulations and requirements regarding qualification for occupancy as apply to prospective tenants seeking approval for occupancy. Once each designee(s) is so approved, such designation may be changed only with written permission by the Board of Directors.

- 8. All Association Members must own their unit one full year prior to placing unit for rent.
- 9. No unit shall be leased unfurnished.
- 10. Any Member owing money to the Association for any reason such as fines, all maintenance, assessments, judgments, etc. will not be permitted to rent their unit until all such obligations are paid and satisfied.
- 11. Before occupying the unit, Association Members who wish to sell or lease a unit, or take in an additional occupant are required to comply with and provide completed Le Chateau Royal Condominium Association forms: Association Member's Notice of Intent to Sell, Association Member's Notice of Intent to Lease, and Application to occupy, along with the required fees. Association Member must allow the Board a minimum of 10 business days for interview and approval of all new occupants prior to move-in. Tenants are not permitted to take in an additional resident.
- 12. When an Association Member leases his unit, the Member relinquishes the use of all Association facilities including deeded parking, swimming pool, fitness center and any other facilities and services of the Condominium. These rights shall be transferred to the tenant, who has the responsibility of observing and adhering to all of the Rules and Regulations of the Association. The Association Member retains the right to attend and speak at Board and Member meetings.
- 13. All leases (including lease renewals), must be approved in writing by the Association, pursuant to Article VIII of the Declaration of Condominium before the start of the lease term. All application forms for lease of a unit must be obtained from the Management Office and only those properly filled out will be processed. In addition, all leases (including lease renewals), shall be for a term of a minimum of ninety (90) days and a maximum of one year. If the owner wishes to extend the lease by up to two months, they must submit a lease addendum showing the new dates. Anything over two months requires a new lease.
- 14. There shall be a maximum of no more than one tenancy during the above-mentioned twelve-month period. In the event a tenant vacates before the end of the lease term the Owner may enter into another lease upon obtaining Association approval provided that the replacement lease term does not exceed the original lease term. Sub-leasing is not permitted and no one may occupy the unit when the Tenant is not in residence.
- 15. The Association Member must provide the Tenant with all necessary keys.
- 16. Association Members shall ultimately be responsible for all damages and fines related to the common elements incurred and unpaid by their individual Tenants.

#### SECTION 11: MANAGEMENT STAFF, OFFICE AND EQUIPMENT

The Management Office is set up for conducting the business affairs of the Association. Our Office equipment was purchased to increase efficiency and production in the Office place. The occasional use of the copier by the Association Members is a wonderful convenience and should not be abused. Hours for use and charge for copies are posted in the Management Office. Your cooperation is appreciated.

No Association Member, Tenant, Guest or Resident shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Management Office, nor shall such Association Member or resident attempt to send any of such employees upon private business of such Association Member or resident while employee is on Association's time. Complaints or criticisms concerning any employee's work, misconduct, poor decorum or infractions of these regulations should be reported in a signed statement to the Manager who will, in turn, file a report with the Board of Directors. No individual member of the board is empowered to receive complaints or interpret or enforce provisions of these regulations. If a problem of misconduct is so imperative as to demand immediate action, the Manager is authorized to take such appropriate immediate action. Building employees are not permitted to perform any services for any Association Member/Tenant during the regular duty hours. Any employees that work after hours must sign a Hold Harmless Agreement in the office.

### **SECTION 13: DELIVERIES**

- 1. No furniture delivery shall be permitted on Sundays or Holidays.
- 2. No moving into or out of a unit shall be permitted on Sundays or Holidays.
- 3. When moving large items of furniture into or out of a unit, the Association Member/Tenant must contact the Management Office at least 24 hours before the move to arrange for the pads to be placed in the elevators.
- 4. Package deliveries will be made directly to the Package Room located at the main entrance of the West Bldg. Packages will no longer be accepted at the Management Office and the staff will not sign for deliveries. The Association is not responsible for any lost or mis-delivered items.

### **SECTION 14: FACILITY ACCESS**

- Facility access keys are assigned by the Management Office only to Association Member. A fee of \$65.00 per master blue key will be charged if a key is lost or an additional key is needed. A replacement gate access fob is \$75.00. A storage room key is \$15.00. These fees may be increased from time to time with Board approval.
- 2. Upon sale or end of lease, it is required that the facility access key be returned to the owner (lease) or given to the new Association Member (sale.)
- 3. All Association Members are responsible for their access key and those of their Tenant.
- 4. Each access key is inscribed with the words "DO NOT DUPLICATE" and duplication by any unauthorized personnel is prohibited.
- 5. A lockbox area is located by the Management Office for real estate agents use for sale or leasing of a unit. Keys must be returned to the lockbox at the end of the showing and before the realtor leaves the premises.
- 6. Access keys are only for Association Residents who live at Le Chateau Royal. Master blue keys may not be distributed, given or loaned to anyone not residing on the premises. Such restrictions and limitations shall include, but are not limited to visitors, vendors, cleaning and maid services, etc.

#### **SECTION 15: INSURANCE COVERAGE**

Each unit must have sufficient insurance coverage to adequately cover all contents and upgrades, as well as general liability. Association Members shall obtain and maintain an "HO-6" condominium policy including Association Facility damage and liability coverage for each unit they own, covering the unit and its contents.

In the event that any unit is uninsured or not properly insured, the Association Member shall be responsible to pay for any loss to any party which would have likely been covered by such an insurance policy had it been in full force and effect.

## **SECTION 16: CONTRACTORS**

- 1. All Owners or Tenants must report to the Management Office any maintenance, service contractors or deliveries expected. All service contractors and delivery persons must sign into the office and show credentials before entering the building. Complete rules for contractors are on the architectural form.
- 2. An architectural form, available from the office or website, must be properly submitted along with the license, insurance and permit if required for approval before any work is allowed to begin in a unit. The owner of the unit is ultimately responsible for any damage caused to the common area by their vendor.
- 3. Construction contractors and service installers must have the proper insurance coverage and an occupational license from the Town of South Palm Beach before entering the building for purpose of construction. The occupational license shall be posted on the front door of unit where such work is being done until completion of work by individual contractor. If the job requires a permit by the Town of South Palm Beach, a copy of this must

be given to the Management Office. Note: Licensing is done for your protection. All vendors, contractors, etc. are licensed by the Town to ensure that they are competent and carry insurance. Before engaging a vendor make sure they have a Town of South Palm Beach occupational license. If not, have them go to the Town Hall and apply for one before starting work. Anyone observed without a license will be stopped from working.

4. Association Member (and/or Tenant) must supply their own building access to domestic, workmen, delivery, service or moving personnel whom they have properly requested and must be properly registered with Management, unless other prior and authorized arrangements have been made with Management.

### **SECTION 17: VIOLATIONS AND GRIEVANCE PROCESS**

- 1. Any infraction or violation of the rules may result in penalties being assessed against the Association Member by the Board. Any Association Member or Tenant violating any Rules and Regulations of this Association will be notified by letter and may subsequently be subject to a fine as per Florida Statutes of up to \$50 per day per occurrence with a \$1000 maximum, plus all costs necessary to enforce such levy and assessment.
- 2. Any Association Member or Tenant, who wishes to report a violation of these Rules, or of the Governing Documents, may do so by submitting a signed written grievance report to the Manager. If the Manager believes that the grievance can be resolved by informal communication with the alleged violator, the Manager may attempt such communication. If the Manager either does not attempt such communication or the attempt fails to resolve the grievance, the Manager shall refer the grievance to the Board.
- 3. The Grievance Committee established by the Board, as per Florida Statutes and the Florida Condominium Act, shall review any rules violations and determine whether a fine is warranted.

#### **SECTION 18: BOARD AND MEMBERSHIP MEETINGS**

- 1. Per Florida Statute 718.112 (5) (C) an Association Member may tape record or videotape the meetings.
- 2. Residents have the right to attend Association meetings.
- 3. Only Association members have the right to speak at such meetings with reference to only designated agenda items and for a maximum of three minutes.
- 4. All Le Chateau meetings will follow the rules as specified in the governing documents and Florida Statute 718.

### SECTION 19: DRONE USE ON THE PROPERTY

- 1. Residents may be required to register their drones with the COA and obtain written permission before flying them within the community.
- 2. No drone flying before 8:00 AM or after 7:00 PM.
- 3. Drones may only be flown over the beach only and are prohibited from flying by the buildings, pool or clubhouse area.
- 4. Maximum altitude limit of 400 feet is imposed as per FAA regulations to prevent drones from interfering with manned aircraft or invading residents' privacy.
- 5. No use of camera equipment on a drone is allowed anywhere on the Le Chateau property. The capturing of images or videos on private property without consent is specifically prohibited.