Club Royale Condominium Association, Inc.

Rules And Regulations

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RULES AND REGULATIONS

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RULES AND REGUATIONS OF CLUB ROYALE CONDOMINIUM ASSOCATION, INC.

In addition to the provisions of the Declaration of Condominium of Club Royale, a condominium (the "Declaration"), and the Articles of Incorporation and by-laws of Club Royale Condominium Association, Inc., the following Rules and Regulations as may be adopted hereafter by the Borad of Administration, shall govern the use of units and common elements and the conduct of all residents thereof whether the same are unit owners, approved lessees, or the guests of unit owners and lessees.

At a meeting of the Board of Directors of Club Royale Condominium Association, Inc. held on November 17, 1992, it was decided by the majority vote of the Board that previous Rules and Regulations be modified, and the following Rules and Regulations were adopted.

1. External Appearance

In order to enhance the beauty of the buildings and for safety purposes, the sidewalks, entrances, passages, vestibules, stairways, corridors, halls and all of the common elements, must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises. Nor shall any carts, carriages, chairs, tables or any other similar objects be stored therein. Bicycles may be stored only in units or in other specifically designated areas.

- (a) Residents shall store per property within their respective units and designated storage areas.
- (b) In order that the building may maintain an attractive and uniform appearance, no resident shall cause anything to be affixed to, hung, displaced or placed on the exterior walls, doors, balconies, windows or roof, nor shall a resident place anything other than porch furniture or plants on the porch or balcony except with prior written consent of the Board, and further when approved, subject to the Rules and Regulations adopted by the Board.
- (c) Fences of any kind may not be erected on the condominium property.

2. Balconies

- (a) No garbage cans, supplies, milk bottles or other articles shall be placed on balconies, nor shall any lines, clothes, curtains, rugs, mops or laundry of any kind or other articles be shaken or hung down from any part of the common elements.
- (b) No person may hang or expose to public view a bathing suit, towel, clothing or any other item from the balcony or walkway.
- (c) No person may cause debris of any kind to fall from any balcony, walkway, or window. Such debris includes, but is not limited to, dust from mop shaking, broom sweepings or emptied dustpans.

3. Waterbeds

No waterbeds or vibrating chairs or beds are to be brought into any unit for any reason whatsoever.

4. Barbecues

No fires, cooking devices or other devices that emit smoke, odor or dust shall be allowed on any balcony or common areas. The only exception will be for events sponsored by the Club Royale Social Committee.

5. Vehicles

Only passenger vehicles shall be permitted to park within the condominium property. Commercial vehicles are permitted only for the purpose of making deliveries or providing repair service to a unit, Monday through Friday, 9 a.m. – 5 p.m. (except emergencies) The habitual parking of any vehicle used, or intended for use for commercial purposes is prohibited. Any type of non-passenger pick-up truck, non-passenger van, R.V., motorcycle, moped, trailer (cargo or passenger), or boat is not permitted. Vans, Sport utility vehicles, and pick-up trucks designed for passenger use only are permitted. Note: For the purpose of the above paragraph, any acceptable vehicle must be designed to carry passengers. Passenger vans must have windows completely around the body, with permanent seating arrangements front to rear. Any vehicle with commercial lettering will not be permitted. Any vehicle with a roll bar, over-sized tires or modified in any way for off-road use will not be permitted.

- (a) No vehicle which cannot operate on its own power shall remain in the outside parking areas for more than twenty-four (24) hours or be repaired thereon except in emergencies.
- (b) Unsightly vehicles (such as cars with flat tires, broken windows, in need of paint, rusty exterior or dented fenders or panels) will not be permitted on or around the premises or anywhere within the common areas.
- (c) It is the responsibility of residents to notify the management office when having an overnight guest park in the Club Royale lot. Remember that for the peace and enjoyment of all residents, individual units may have overnight guests a maximum of 30 days per calendar year.
- (d) Residents *owners) must park their car in the covered space indicated in their deed or lease. Registered second cars may also use the covered space. Residents who are using someone else's covered space must provide the property manager with a written consent form from the unit owner. The management office is open Monday Friday from 9 a.m.- 2 p.m.

6. Management Employees and Contractor's Employees

- (a) No resident may direct, supervise, or in any manner attempt to assert control over the employees or agents of the association.
- (b) No unit owner other that the president of the board, or the vice-president, may give orders or instructions to management employees or contractor's employees. Specific requests for services in

the common areas must be addressed, preferrable in writing, to the person designated for the purpose by the board.

(c) No unit owner may engage any management employee, or contractor employee, for work in his individual unit during that employee's norma working hours.

7. Domestic Employees

Domestic employees of the resident may not gather or lounge in the common elements.

8. Nuisances

In order that all residents may have the quiet enjoyment of their property, no resident shall permit any disturbing noises on the condominium property by himself, his family, employees, agents, lessees, and licensees, nor do or permit anything by such persons that will interfere with the reasonable rights, comforts or conveniences of the residents. No resident shall unreasonably play or suffer to be played upon any musical instrument or operate or suffer to be operated a stereo, television, radio or sound amplifier, in his unit in such a manner to disturb or annoy other residents. No resident shall conduct or permit to be conducted vocal or instrumental instruction at any time.

9. Radio / T.V. Installation Interference

No radio or television installation may be permitted in a unit that interferes with the television or radio reception of another unit. No antenna or aerial may be erected or installed on the roof or exterior walls of the condominium building without written consent of the Board of Directors of the Association, except that this prohibition shall not be applicable to television or radio installations permitted or contemplated by the Declaration.

10. Signs

- (a) No unit owner may exhibit, inscribe, paint, or affix any sign, advertisement, notice or other lettering on any part of his unit (interior or exterior) that is visible from outside his unit.
- (b) No unit owner may exhibit, inscribe, paint, or affix any sign, advertisement, notice or other lettering on any part of the condominium property.
- (c) No person may post any notice on any condominium bulletin board unless authorized by the board.

11. Hurricane Preparations – Approved Hurricane Shutters

In order to protect the condominium property, each resident who plans to be absent from his unit during hurricane season must prepare his unit prior to departure by:

(a) Removing all furniture, plants, and other objects from resident's patio, or balcony, unless protected by hurricane shutters.

- (b) Designating a responsible firm or individual to care for his unit, should it suffer hurricane damage, and furnishing the board with the name of such firm or individual. Such firm or individual shall contact the board for clearance to install or remove hurricane shutters and such party shall be subject to the approval of the board.
- (c) Shut off main water feed to the apartment, and hot water system.
- (d) The approved hurricane shutters for screened balconies must be the accordion system. The color used must be white.
- (e) The approved hurricane shutters for all perimeter windows including catwalks will be the accordion shutter system. The color must be white.

12. Pets

Pets will be allowed within the condominium property subject to the following restrictions:

- (a) Pets may not exceed 20 pounds.
- (b) No animal other than household, domestic animals (dogs, cats, small birds)
- (c) No animal can be kept or bred for commercial purposes.
- (d) All pets must be kept under the control of the owner (on a leash wherever in public areas). And the owners must pick up all animal waste and dispose of it in the proper receptacles.

13. Emergency Access to Units

In case of any emergency originating in, or threatening any unit, the board or any other 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. Notwithstanding that the resident of such unit is present at the time of such emergency. To facilitate entry in the event of any emergency, the board shall have a key to fit the door locks of each unit. If a resident wants a second lock installed as additional security, said resident shall deposit with the board a duplicate key for the second lock.

14. Roof

No unauthorized person is permitted at any time on the roof of the condominium building.

15. Solicitation

There shall be no solicitation by any person anywhere on the property or in the buildings for any cause, charity or any purpose whatsoever, unless specifically authorized by the board.

16. Lobby Keys / Entry Cards / Remotes

- (a) Gate entry cards and gate remotes are available for purchase in the management office. (\$5.00 for cards and \$20,00 for remotes)
- (b) Guests of residents are permitted (30) days in each calendar year. It is the responsibility of the resident to provide their guest with gate entry and lobby key. Any extension of resident guests can only be made by written request to the manager seventy-two (72) hours before the period expires.

17. Clubhouse Facilities

- (a) The hours during which the clubhouse facilities may be used are 8 a.m. to midnight.
- (b) Use of the clubhouse facilities by unit owners for the general purpose of meetings, play8ing cards, etc., or other normal use of such facilities shall not be restricted providing such owner does not interfere with the quiet enjoyment of the property by unit owners. No one under the age of twenty-one (21) shall be permitted use of the facility without adult unit owner supervision.
- (c) Each person using any recreational facility does so at his / her own risk.
- (d) No person other than a unit owner of record, or his renter, or guest, may use any recreational facility unless authorized by the board.
- (e) No person may play games in any area other than those designated for recreational purposes.
- (f) Clubhouse parties are for Social Club Function only.

18. Swimming Pool

- (a) The pool and spa may be used only during the hours between 9:00 a.m. and dusk.
- (b) Each person who uses the pool does so at his / her own risk. Diving is prohibited.
- (c) No person may:
 - 1, Use the pool without first showering
 - 2. Enter the pool without a swim cap is his / her hair is shoulder length or longer.
 - 3. Bring a raft, floatation device, plastic toy, ball, etc. into the pool or pool area.
 - 4. Run, or play ball, in the pool area.
 - 5. Bring glassware of any kind to the pool area.
 - 6. Reserve a pool or lounge chair or remove it from the immediate pool area.
 - 7. Use a pool or lounge chair without first covering it with a beach towel or equivalent.
 - 8. Bring food or beverages (other than water) into the immediate pool area.
- (d) No person under the age of three (3), or diaper-clad children, may enter the pool or pool area, or spa, clubhouse, card room or exercise room.

- (e) Each person sixteen (16) years of age or younger must be accompanied by an adult while in the pool area and / or spa.
- (f) No unit owner may use more than two (2) pool or lounge chairs at a time.
- (g) Each person using the pool area must deposit all trash in the trash receptacles provided and must deposit cigarette butts in the ashtray provided.
- (h) Each person going to and from the pool must wear shoes and a cover-up over swimwear.

19. Moving In Or Out

- (a) Each move (whether in or out) must be registered with the office approximately ten (10) days prior to the move. Each unit owner must notify the office prior to the move, in order to have the elevator pads in place before the move begins. Each unit owner must arrange to have its mover instructed by an association maintenance person on the proper method for holding the elevator doors open before the move begins. If damage to the elevator occurs, the unit owner is responsible.
- (b) Moving is allowed only during the hours between 9:00 a.m. and 5:00 p.m. and will not be permitted on Saturdays, Sundays or legal holidays.
- (c) Each unit owner must pay a two hundred (\$200.00) dollar deposit before moving in or out of his unit to cover any damage to the common elements that occur during the move. This deposit, less the cost of such damage, will be refunded after each move.

20. Deliveries and Repairs

- (a) Deliveries must be scheduled with the office at least seventy-two (72) hours in advance. Deliveries can only be made between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday. Not on Saturdays, Sundays, or holidays. Repairs and alterations can only be done Monday through Friday, between 9:00 a.m. and 5:00 p.m.
- (b) The association is not responsible for the theft, conversion, disappearance, loss or damage of any items received from, or for, any unit owner, even though such theft, conversion, disappearance, loss of damage may occur through the negligence or willful act of the employees or the associations, or management.
- (c) Each unit owner who expects the arrival of delivery or repair personnel (other than U.S. Postal services, United Parcel Service, FedEx, DHL or emergency personnel) must notify the office upon arrival. Except for moving vans and furniture delivery trucks, ach delivery or repair person must park in a guest parking space.
- (d) Each illegally parked motor vehicle will be towed away at the owner's expense.

21. Alterations or Structural Modifications

- (a) No owners of a unit shall permit to be made any structural modifications in such unit without first obtaining the written consent of the board, which consent may be withheld in the event that the majority of the board determines, in its sole discretion, that such structural modifications would affect or in any manner endanger the building in part or in its entirety. This request must be accompanied by a sketch or drawing of proposed alteration or modification.
- (b) Unit owners installing ceramic tile to their floors, must use ¼-inch cork as a sound retardant. Balconies and first floor units are excluded.

22. Posting or Notices

All notices for Board of Directors meetings, and unit owner meetings, will be posted on the bulletin board located in each building's mailroom.

23. Inspections / Copying Association Records

- (a) Records defined the official records available for inspection and copying are those designated by the Florida Condominium Act, as amended from time to time.
- (b) Every unit owner or the unit owner's authorized representative as designated in writing, shall have the right to inspect or copy the official records pursuant to the following rules:

(c) Inspection and Copying

- 1. A unit owner, or a unit owner's authorized representative, desiring to inspect the association's records shall submit a written request to the secretary or manager of the association. The request must specify the particular record subject to inspection including pertinent dates or time periods. The request must be sufficiently detailed to allow the association to retrieve the exact records requested.
- 2. Inspection or copying of records shall be limited to those records specifically requested.
- 3. No unit owner or authorized representative shall submit more than one written request for inspection of copying of the same record in a thirty-day period.
- 4. All inspection of records shall be conducted at the association's office or at such other location designated by the association. No unit owner or authorized representative shall remove original records from the location of inspection. No alteration of the original records shall be allowed.
- 5. Records shall be made available for inspection by the association on or before the fifth working day subsequent to actual receipt by the association of the written request for inspection. This timeframe may be extended by written request of the unit owner or authorized representative. In addition, this period shall be extended in the event records are so voluminous or otherwise in such condition as to render this time frame

unreasonable. The association shall notify the unit owner or authorized representative, by telephone or in writing, that the records area available and the time, date and place for such inspection. Inspection shall be made only during normal association business hours or normal business hours of purposes herein, the term, "working day" shall mean Mondy through Friday, exclusive of Federal, State and local holidays in which the office of the association is closed. For purposed herein "normal business hours" shall be the hours that the association office is customarily opened which are 9:00 a.m. to 2:00 p.m.(Monday through Friday)

- 6. If a unit owner or authorized representative desires to obtain a copy of any record, the unit owner or authorized representative shall designate in writing which record is desired or in the alternative shall designate such record by use of a tab or clip upon the pages desired. Any written request shall designate the specific record or portion thereof. If the location of inspection has a copy machine, then copies of the record shall be available within two working days. If the location of inspection has no copy machine, then copies shall be made available upon return of records from a copying service. In the event the above referenced time frame is impractical due to the voluminous nature or condition of the records, then copies will be made available as soon as is practical.
- 7. A unit owner or authorized representative shall pay the reasonable expense of copying in the event the cost exceeds \$25.00 payment in advance of copying may be required.

(d) Manner of Inspection

- 1. No written request for inspection or copying shall be made in order to harass any unit owner, resident or association agent, officer, director or employee.
- 2. All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the association office or office where the records are otherwise inspected or copied. The records are otherwise inspected or copied. The association office, or office of inspection, shall assign one staff person to assist in the inspection and all requests for further assistance and copying during inspections shall be directed to that staff person.
- 3. The association shall maintain a log detailing:
 - i. The date of written request for inspection
 - ii. The name of the requesting party
 - iii. The records that are requested
 - iv. The availability of records for inspection of copying
 - v. The signature of the person inspecting of copying acknowledging receipt of the records. Every person inspecting or receiving copies of the record shall sign said receipt prior to inspection or receipt of copies.

(e) Enforcement of Inspection and Copying Rules

- 1. Any violation of these rules shall cause the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith.
- 2. Any requests for inspection and copying not complying with these rules shall not be honored. However, the association shall indicate in writing the nature of the noncompliance and transmit sale to the requesting party,
- 3. The Board of Directors may take any available legal action to enforce these rules. Including the levy of a fine in the event fining is authorized by the condominium documents.

24. Rules Regarding Unit Owner Participation at Meetings

- (a) Board and Committee meetings defined.
 - 1. "Meeting of the Board of Directors" is herby defined as a quorum of directors gathered to discuss official association business. The term "meeting" does not include gatherings of less than a quorum of directors engaged in fact finding investigations or legal inquires to be used as a basis to inform the Borad of Directors for action to be taken as a "meeting."
 - 2. "Meeting of a Committee" is hereby defined as a quorum of committee members gathered to discuss the official business of the committee as set forth in the resolution creating the committee. The term "meeting" does not include fact-finding investigations or legal inquires by less than a quorum of committee members to be used as a basis to inform the committee as to what acti0oin to be taken as a committee meeting.

(b) Attendance at Board Committee Meetings

Every unit owner or his representative shall have the right to attend Board of Directors committee meetings except as may be provided by law. No person other that a unit owner or his authorized representative accompanying such unit owner may be permitted to attend such meetings.

(c) Participation at Meeting

- 1. Every unit owner of his authorized representative shall have the right to participate in meetings of the Board of Directors and Committees subject to the following rules.
- 2. Statements by unit owners at meetings shall be restricted solely to items designated on the agenda of that meeting. No other statements shall be permitted except as may be authorized by the Board or Committee.
- 3. A unit owner will be permitted to speak only in references to the agenda item specified in the written request except as authorized by the Board or Committee Chairman. The unit owner's statement shall not exceed three minutes. The Chairman of the meeting shall give the floor to any unit owner permitted to speak subsequent to the calling of

agenda item and prior to the discussion and vote of the Board or Committee upon the agenda item.

(d) Tape Recording or Videotaping of Meeting

- 1. Any unit owner may tape record or videotape a Board or Committee meeting subject to the following rules.
- 2. No tape recording or videotaping of any meeting shall interfere with or obstruct the meeting and no equipment shall obstruct any unit owner's view, hearing or access to the meeting. No extra lighting shall be permitted, and no accessory equipment shall be utilized.

(e) Unit Owner Meeting Definted

- 1. "Meeting of the Unit Owners" is defined as a quorum of unit owners gathered to discuss official association business.
- 2, Every unit owner or his authorized representative shall have the right to attend meetings except as may be provided by law.
- (f) Unit owners and their authorized representative shall have the right to attend meetings subject to the following rules.
 - 1. Statements by unit owners or their authorized representative at meetings shall be restricted solely to items designated on the agenda.
 - 2. A unit owner will only be permitted to speak once for a period not to exceed three minutes on each agenda item unless otherwise authorized by the Chairman of the Meeting. The Chairman of the Meeting shall give the floor to the unit owner subsequent of the calling of the agenda item, but prior to the vote of the owners upon the agenda time.

(g) Ejection

- 1. Any person not authorized by law to attend a meeting shall be prohibited from attending the meeting or ejected there from.
- 2. Any unit owner or authorized representative who fails to comply with these rules shall be subject to ejection at the sole discretion of the Chairman. The Chairman shall give any non-complying person one warning regarding ejection and thereafter may call for immediate ejection.
- 3. The Chairman of the Meeting may appoint a Sergeant of Arms who at the discretion of the Chairman shall either remove the unauthorized person or contact a aw enforcement representative to remove such person.

(h) Fines

The Board of Directors may levy a fine against any person who fails to comply with these rules provided said fining is authorized by the condominium documents.

(i) Legal Action

The Board of Directors may take whatever action that is appropriate by las or in equity against any person who fails to comply with these rules.

(j) Participation at Meeting

25. Trash and Garbage

- (a) Each unit owner must refrain from soiling the condominium and must promptly report to the office any condition that requires correction.
- (b) The garbage disposal in each kitchen unit must be used within its capabilities to dispose of garbage (food waste). Note: Placing food waste in the trash chute, even when bagged, not only creates very unpleasant odors, but also creates pest control problems and health hazards.
- (c) No trash may be dropped down the trash chute, or placed in the main level trash room, unless it is packed in a plastic bag and the bag is securely tied. Cans and bottles must be rinsed before they are packed in the plastic bag. No heavy bottles may be dropped down the trash chute, instead, they must be brought down to the main level trash room and placed in the dumpster. Newspapers should be brought down to the yellow containers.
- (d) No unit owner may place any bag of trash, or carton, in the trash chute that is large enough to cause clogging. Such a bag or carton must be brought to the main trash level room and placed in the dumpster. The carton must be flattened.
- (e) No unit owner may leave any box, bag, trash, or garbage on the floor of any trash room.
- (f) A unit owner moving in or shipping his household goods is required to reimburse the association for any extra fee charged by the sanitation company for removing extra cartons or packing papers which have accumulated in the main level trash room or dumpster because of moving operation.

26. Unit Use

- (a) Each unit shall be occupied only by a single family, its servants and guests, as a residence and for no other purpose. A single family is defined as one or more persons related by blood, marriage or adoption, or no more than two unrelated persons living together as a single unit housekeeping unit. No more than two (2) per bedroom may permanently occupy a unit.
- (b) Unit owners must be present when any guests or visitors, who are not permanent residents, occupy the condominium or use recreational facilities.

- (c) No unit may be used for any business or commercial purpose including, but not limited to, the business or commerce of leasing or renting all or any part of any unit or units.
- (d) No unit will be sold or leased to a corporation or partnership.

27. Complaints

If a unit owner wishes to submit a non-emergency complaint, or suggestion, he must make it in writing, sign it, and deliver it to the office. It will be channeled to the proper person or forwarded to the Board of Directors, for appropriate action, as necessary.

28. Attire

Except in an emergency, no improperly attired person may appear in any common area. For example, a person is improperly attired when:

- (a) Barefoot
- (b) Topless
- (c) Wearing sleeping attire, such as pajamas
- (d) Wearing a bathing suit, without a cover-up outside the pool area.

29. Violations

- (a) A violation of any rule or regulation will result in enforcement action by the association. If court action becomes necessary, all court costs and attorney fees will be born by the unit owner(s) judged in violation.
- (b) A Grievance committee may be appointed by the Board to consider and review alleged violations by a unit owner of any of the provisions of the condominium Act, the Declaration, the Bylaws or the Rules and Regulations. The names of the Grievance Committee will be posted in the office.
- (c) In the event that the Board shall determine that the imposition of a fine is an appropriate remedy for a violation, it will refer the matter to the Grievance Committee for it's consideration. The Grievance Committee will issue a letter of violation to the unit owner by certified mail. The letter will specify the details of the alleged violation and the amount of the fine that will be imposed for its continuation or repetition. The letter will also specify a date and time, not later than fifteen (15) days from the date of the letter, at which time the owner may appear before the Grievance Committee to be heard with respect to the alleged violation or the imposition of a fine.
- (d) If the unit owner fails to appear before the Grievance Committee, or if after the unit owner has been heard, the Grievance Committee determines that a violation has occurred and that the imposition of a fine is justified, it will file a written report with the Board of Directors containing it recommendations.
- (e) The Board, upon receiving the report, will notify the unit owner in writing by certified mail that it will consider the report of the Grievance Committee at its next scheduled meeting and that the unit owner may appear at the meeting to present any reasons why the recommendations of the Grievance Committee should not be adopted.

(f) The Board, at the scheduled meeting will consider and review the recommendations of the Grievance Committee and will take such action, including the imposition of a fine. No fine may exceed \$100 per violation. However, a separate fine may be levied for each recurrence of the alleged violation or each day during which the violation continues, provided no fine shall, in aggregate, exceed \$1000. A fee cannot become a lien against a unit.

30. RE-Sales and Leasing Procedures

- 1. **Units shall not be leased within the first two years of ownership.** Units shall not be leased without prior written approval of the Board of Directors.
- 2. Should unit owners desire to sell, lease, rent or otherwise transfer his unit, he shall before accepting any offer to sell, lease or rent his unit, deliver to the association a completed application form and written notice. The format of the application and notice has been determined by the Board. The unit must obtain the application form and notice form from the office and shall furnish the prospective buyer or lessee with a copy of the form and a set of the Rules and Regulations.
- 3. If the proposed transaction is a lease and the Board shall disapprove, the unit owner will be advised of the disapproval in writing and the lease shall not be made. In the event of any disapproval of a lease or sale, the unit owner will be granted a period of thirty (30) days from the date of notification to correct any deficiency that resulted in the disapproval. Approval by the association will be in recordable form.
- 4. No lease will be approved, which is a term of not less or more than one (1) year. The lease of any unit more than once in the twelve (12) month period will not be approved. No lease may be assigned or subleased. No buyer of a unit may lease the unit during the first full year of ownership (starting from the date of taking title). The association will disapprove a transfer or lease to a corporation.
- 5. Multiple occupants a lessee may not have a guest occupying the unit when he is not in residence unless the guest is a member of his immediate family. No lease to multiple occupants, other than single families, will be approved. A single family is defined as one or more persons related by blood, marriage or adoption, or no more than two unrelated persons living together as a single housekeeping unit.
- 6. No request for approval of a sale or lease of any unit will be approved if the unit owner is delinquent in payments to the association for maintenance or special assessments.

31. Improvements to Units

- (a) All work must be performed by licensed, bonded and insured companies or individuals. Copies of licenses and certificates of liability insurance need to be provided to the Club Royale office prior to work beginning.
- (b) The Club Royale office needs to be notified at least 48 hours in advance of any work beginning or deliveries that require the elevator to be padded.
- (c) Work may only occur between the hours of 9:00 a.m. 5:00 p.m. Monday through Friday. ABSOLUTELY NO WRK ON WEEKENDS.
- (d) Any cutting or sawing of tile, wood, etc. needs to be done in the unit itself (most use balconies) NO SAWING OR CUTTING OF CONSTRUCTION MATERIALS ON CATWALKS OR OTHER PUBLIC AREAS.
- (e) All construction materials need to be removed from the premises by the company doing the work. No dumping of construction materials in Club Royale trash rooms. Our dumpsters are for household trash ONLY.
- (f) All workers must be parked in guest spaces ONLY. Not in the horseshoe driveway, driveway near trash room, owner's spaces fire zones of handicapped spaces.
- (g) Unit owners must provide access / keys to their workers. The Club Royale office is not able to provide access to individual units.

EXHIBIT "A" AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF CLUB ROYALE CONDOMINIUM ASSOCATION, INC.

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

1. Amendment to Article 20 of the Declaration of Condominium regarding Sale, Rental, Lease or Transfer, Section (C), to read as follows:

C. Units shall not be leased without the prior written approval of the Board of Administration. The Board shall have the right to require that a substantially uniform form of lease be used. Units shall not be leased withing the first two years of ownership. No lease shall be for a period of not less or more than one year and the proposed lessees shall consist of not more than two (2) persons per bedroom in the Unit to be leased. Notwithstanding the lease of his Unit, the liability of the Unit Owner under the Declaration shall continue. The Board must either approve or disapprove a lease within thirty (30) days two (2) after its receipt of a request for such approval, which request shall be accompanied by such information as the Board may reasonably require. If approved, a recordable Certificate of Approval shall be executed by the Association at the expense of the lessee. If the Board fails to give the Unit Owner written notice of its approval of the proposed lease within the foregoing thirty (30) two (2) day period, its failure to give such notice shall be the equivalent of its consent. If the proposed lease is disapproved by the Board, the Board, shall within thirty (30) two (2) days after its receipt of a request for approval of a lease, either enter into a lease on behalf of the Association on the same terms and conditions as the proposed lease or obtain a lessee (who need not be a member) acceptable to the Unit Owner who will lease his Unit upon the same terms and conditions as the proposed lease and a recorded Certificate of Approval shall be executed by the Association at the expense of the lessee the lease shall not be entered into.

2. Amendment to Article 20 of the Declaration of Condominium regarding Sale, Rental, Lease or Transfer, Section (F).

F. Notwithstanding anything herein to the contrary (including Paragraph 20.C. of the Declaration), the Board shall have no right to require additional information regarding a proposed or existing lessee provided that the owner of the Unit to be leased investigates the background of the proposed lessee and forwards to the Board an affidavit which attests that (a) the proposed lessee has demonstrated financial ability to perform it's obligation under the proposed lease, (b) no persons under the age of 18 years shall permanently reside in the Unit, (c) the date and time of the lessee's move into the Unit, which date and time not to be a Sunday or between the hours of 7:00 p.m. to 8:00 a.m., (d) the lessee shall only utilize in connection with its move into the Unit the particular elevator in the building designated for such purpose, € the Owner of the Unit shall supervise the move, and int the absence of such supervision, such over may be supervised by Association personnel, (f) the Owner of the Unit shall be liable for any damage done by its tenants to the Common Elements, and (g) the proposed lessee has received copies of, and agreed to abide by, the rules and regulations of the Association. Provided that the Owner of the Unit to be leased complies with this procedure, the Board shall have no right to regulate, in any manner, leasing of the Unit. For example, and not by way of limitation, the Board shall be prohibited from taking any of the following actions:

Coordinator or member of the Clubhouse Committee indicating that inspection of the facilities has taken place. If additional cleanup is required, the cost will be deducted from the security deposit. If cleaning or repairs are in excess of the deposit, the Unit Owner will be billed.

- 1. The form must be completed and given to the Coordinator or Member of the Clubhouse Committee for approval. The form is available in the property manager's office.
- 2. The coordinator will collect and hold the required deposit to reserve the clubhouse.
- 3. The clubhouse coordinator will post the date, hours reserved, and the Unit Owners name and address on the Clubhouse Bulletin Board for all approved reservation requests.
- 4. Reserving the Clubhouse for functions DOES NOT INCLUDE THE EXERCISE ROOM OR EXCLUSIVE USE OF THE POOL AREA.
- 5. No clubhouse furniture is to be removed from the Clubhouse at any time.
- 6. At the end of the function, the Unit owner is responsible for ensuring that the lights are off and the doors and windows locked.
- 7. Live or recorded music is allowed and shall be played inside the Clubhouse ONLY, using equipment provided by the owner. No radios, loudspeakers or other amplifying equipment may be placed outside the Clubhouse.
- 8. No alcoholic beverage are to be left unsupervised anywhere in the Clubhouse at any time. Unit Owners assumes all responsibility and liability for issues caused by the use of alcohol at their function.
- 9. Proper attire is required (shirt and shoes must be worn at all times) inside the Clubhouse. NO WET BATHING SUITS IN THE CLUBHOUSE, or beyond the restroom area.
- 10. The Coordinator is responsible for inspection of the Clubhouse before and after the function.
- 11. The Coordinator is responsible for reporting if there was any damage to the property. If there is not damage the deposit is returned to the Owner.

Addendum to Rules and Regulations:

Clubhouse Use:

The Clubhouse shall be available to UNIT OWNERS ONLY for private, non-business, non-religious use. For the avoidance of doubt, examples are, but not limited to, social events such as: wedding anniversaries, baby showers, family gatherings, christening parties, birthday parties. Prior approval of the Clubhouse Coordinator acting as a representative of the Association is required, and no family members, tenants, guests, friends or invitees are allowed to directly reserve the use of the Clubhouse.

The Clubhouse must be vacated no later than 12 a.m. with a maximum use period of six (6) hours.

Clubhouse Hours 8:00 a.m. – Midnight

- 1. The Unit Owner reserving the Clubhouse is to be present at all times during the function. Sufficient and appropriate adult supervision must be provided if the function is to include children,
- 2. Clubhouse use is made on a first-come, first-served basis by contacting the Clubhouse Coordinator, completing a reservation form and supplying the refundable cleaning deposit.
- 3. The Clubhouse shall be left in the same condition as prior to the Event, including kitchen and restroom. Such cleaning shall be the responsibility of the Unit Owner requesting the use of the Clubhouse and shall include, but not be limited to, vacuuming, general cleaning, wiping off counter tops, arranging furniture to proper locations and collecting and removing garbage from the Clubhouse grounds, parking lot and premises.
- 4. A security deposit of \$250 must be given to the Clubhouse Coordinator when making the reservation request. The deposit will be returned after the Clubhouse Coordinator has determined that no additional cleaning is required, and the original request form has been signed by the Clubhouse Coordinator.