

**THE ROYALE RIVIERA
ASSOCIATION**

**935 EAST CAUSEWAY BOULEVARD
VERO BEACH, FLORIDA 32963**

RULES AND REGULATIONS

REVISED AND REISSUED 11/18/10

Approved by Board of Directors 11/18/10

ROYALE RIVIERA RULES & REGULATIONS
(Revised and Reissued November 18, 2010)

INTRODUCTION

The basic documents governing the Royale Riviera Association are the Declaration of Condominium, Articles of Incorporation and the By-Laws. The Board of Directors has adopted these Rules & Regulations for the more effective implementation of these basic documents and for the protection of the condominium property and the community interests of the Association. Some items included in the documents mentioned above are included in the Rules for more convenient reference. However, it is not intended that these Rules and Regulations supersede the Declaration, Articles or By-Laws. It is recommended that all owners read and know the obligations set forth in those documents as well as these Rules and Regulations.

ASSOCIATION PURPOSE AND POWERS

The purpose for which the Association is organized is to provide an entity pursuant to the condominium and corporate statutes for the operation of The Royale Riviera, a Condominium. The Association has many powers, one of which is to protect, maintain, repair and operate the property pursuant to the Condominium Documents and applicable federal, state and local laws.

PURPOSE AND SCOPE OF RULES AND REGULATIONS

It is not the intent or purpose of the Board of Directors in adopting the following Rules and Regulations, to seek in any way to curtail the freedoms of Unit Owners by circumscribing said freedoms with unreasonable Rules and Regulations.

We consider our Owners and tenants to be responsible, law-abiding adults whose conduct will not infringe on the reasonable freedom of others. Tenants and Guests at the Royale Riviera should be aware that it is a residential as opposed to resort facility and personal behavior should be such as will not abuse the hospitality of the residents.

Condominium living is community living. Rules are there as guidelines to help us to live cooperatively in harmony with one another. In the spirit of peaceful condominium living, we ask that these rules and regulations be taken seriously.

DEFINITIONS

Owner

Owner or Unit Owner means the Owner of record, whether one or more persons or entities, of the fee simple title to any Unit.

Tenant

A person (s) leasing or renting a Unit.

Guest

Any person who is physically present in, or occupies the Unit at the invitation of the owner or other legally permitted occupant without being required to pay rent, perform any services, or provide any consideration to the owner or tenant/lessee in connection with such visit or occupancy.

OWNER'S RESPONSIBILITIES

Each Unit Owner is responsible for the actions and conduct of his/her family members, guests, and tenants. He/she is responsible for any damage by these persons to the common areas, building, pool or grounds as they relate to the Declaration of Condominium and the Rules and Regulations of the Association.

AGE RESTRICTIONS

No occupancy of a Unit is permitted unless at least one Occupant is a person fifty-five (55) years of age or older. See Section 23.3 of the Restated Declaration of Condominium for exceptions.

No Unit shall be occupied by any person under eighteen (18) years of age, except for visitation not to exceed, per under-age person, thirty days in any calendar year. In addition such person must occupy the Unit simultaneously with a responsible adult and must be registered with the Association. Obtain registration form from a Board member.

CHILDREN

No unit shall be occupied by any person under eighteen (18) years of age, except for visitation not to exceed, per underage person, thirty (30) days in any calendar year, provided that such persons occupy the unit simultaneously with a responsible adult and are registered with the Association.

GUEST IN RESIDENCE

An owner or tenant must notify the Board of Directors, **in advance, in writing**, of the proposed occupancy of a Unit by any guest in the absence of the Owner or lessee, as host. Guest In Residence forms may be obtained from the Royale Riviera office. The completed form should be given to a Board member or delivered to the building office.

In the event the form is not available, the owner or tenant must provide the Board of Directors, in writing, the following information: Unit number, name of owner or tenant, name(s) of guest(s), relationship to owner or tenant, description of guest's car and the car's license number, guest's arrival and departure dates.

No one bedroom Unit may have more than three permanent occupants and no two bedroom Unit may have more than five permanent occupants as defined in Section 3.17 of the Amended and Restated Declaration of Condominium.

Guests of tenants with leases of less than twelve months are limited to a stay of not more than fourteen (14) days.

It is the owner's responsibility to supply his/her guests, tenants and visitors with keys to the Unit, building, pool, mail box and storage closet if they are to have access to those facilities.

RESALE OF CONDOMINIUM UNITS

The Condominium Act requires complete disclosure on the resale of condominium units. In processing a request for approval for resale, an Owner must certify that he/she has provided the prospective purchaser with the following current documentation at least 30 days prior to the anticipated closing date:

1. A copy of the Amended and Restated Declaration of Condominium
2. A copy of the Amended and Restated Articles of Incorporation and the Amended and Restated By-Laws
3. A copy of the current year budget and amount of quarterly assessments for the unit
4. A copy of the Rules and Regulations

The Board of Directors must approve all proposed purchasers before the intended closing date. Application forms for this purpose are available in the office. Upon receipt of the Application the Board will arrange for an interview with the prospective purchaser and occupants. Applicable fees are payable with each sale. A copy of the Rules and Regulations must be attached to the purchase agreement and made a part thereof. By signing the Agreement to Purchase, the purchaser acknowledges that he/she has read, understands and will abide by the Rules and Regulations.

A Covered Parking Facility may be sold or title otherwise transferred only to another Owner.

LEASES

The Board of Directors must approve all leases. The process is basically the same as shown above in the Resale section.

Leases must be in writing and **for a period of no less than three consecutive months**. The Condominium Statute currently prohibits the charging of a transfer fee in connection with the renewal of a lease. So long as the Condominium Statute does not change on the subject, there shall be no transfer fee in connection with the renewal of a lease, so long as it is with the same lessee, and provided that the renewed lease term immediately follows the expiration of the previous lease term. Application forms shall be submitted with a copy of the lease agreement to a Board Member. The Board may require an interview

with the applicant and intended occupants. Applicable fees are payable with each lease. A copy of the Rules and Regulations must be attached to the lease agreement and made a part thereof. By signing the lease agreement, the lessee/tenant acknowledges that he/she read, understands and will abide by the Rules and Regulations.

The lease of a Covered Parking Facility is limited to a permanent occupant or an Owner.

HOUSE RULES

GENERAL INFORMATION

Smoking tobacco products is prohibited in all enclosed common locations and the pool area. It is strongly discouraged on walkways and entrances.

No rooms may be rented.

No Owner, occupant or Guest shall use any of the Properties, or permit same to be used, in any manner that is unreasonably disturbing, detrimental or a nuisance to the Owners, occupants and Guests.

No pets or animals may be brought to, or kept in any Unit or on the common elements.

No instrument, stereo, radio or television shall be played between the hours of 11:00 p.m. and 8:00 a.m. if the sound can be heard by another Owner or occupant with average hearing.

No business or commercial activity or enterprise of any kind except for authorized home occupations under the applicable zoning code in effect on May 4, 2010; however, at no time shall a daycare or childcare facility or operation of a group home (all regardless of age) shall be permitted irrespective of whether same is viewed as a home occupation or otherwise.

No solicitation is permitted.

TROPICAL STORM AND HURRICANE PROTECTION

Owners must install hurricane shutters on the Unit windows on the south side and on the porch on the north side of the building (except when outside sliding glass doors are hurricane strength).

All hurricane shutters must be in the fully closed position in advance of a tropical storm or hurricane.

No hurricane shutter can be in the closed position between December 1 and April 15 inclusive of each year.

All Owners, tenants and Guests must follow the instructions and guidelines the Association publishes periodically in a Hurricane Preparation Booklet.

EXTERIOR

No Unit Owner or tenant shall make any alterations or improvements to the exteriors of the building, or outside of the building, and/or which can be viewed from the outside of the Units, except as are specifically permitted, and only with prior Board approval, under Section 11.4.C of the Amended and Restated Declaration of Condominium.

For the sake of appearance, Owners are required to use window treatments that show "white" from the outside of the building.

The only signs permitted are those set forth in Section 11.4.C.6 of the Amended and Restated Declaration of Condominium.

Radio, television antenna and related wiring of any kind may not be installed on the exterior of the building, except for antennae and satellite dishes as specifically permitted under Section 11.4.C.7 of the Amended and Restated Declaration of Condominium.

Nothing is to be swept, poured, tossed or shaken from the walkways on the south side of the building. No patio or porch shall be hosed or scrubbed in such a manner as to cause water to drain to another Unit.

Nothing may be hung over railings or draped over chairs such as towels, bathing suits and other items along the walkways. Footwear and toys may not be left on walkways.

The use of barbecue grills on porches, walkways, the roof deck or elsewhere on the property is prohibited except for a portable grill owned by the Association

Persons shall not play, including riding scooters or skates, on the walkways, roadways and parking areas, or roof deck on the top of the building.

When leaving a Unit for more than seven days a Unit Owner, tenant or occupant must remove all objects on the walkways such as chairs, plants and tables.

Public passageways, stairwells and landings may not be obstructed or used for storage for any items. They must be kept clear of all items such as bicycles, shopping carts, toys, plants, chairs, etc.

Shopping carts used to carry articles to Units shall be returned promptly to their designated place. They must not be left on the walkways or in the elevator.

INTERIOR

Alterations, improvements, decorations and changes on the interiors of the Units, which can be viewed from outside of the Units are permitted only as addressed under the heading "Exterior" above and in Section 11.4.C of the Amended and Restated Declaration of Condominium. Any alteration, improvement, decoration, or change on the interior of the Unit which cannot be viewed from outside of the Units, but which materially affect or interfere with the structural integrity of a load bearing wall or column, may be permitted only with Board approval. If an Owner desires to remove any interior partition wall, the Owner must submit a detailed written plan to the Board and obtain Board approval in writing before such removal.

The maintenance and repair of all equipment and appliances within each Unit and the cost thereof, is the personal responsibility of the Unit Owner. Each Owner is responsible for damage to other Units caused by the malfunction or neglect of equipment or appliance in his/ her Unit.

All Units must be carpeted, except for bathrooms and kitchen and the porches on the north side. Any Owner desiring to install wood flooring, tile or other products in the restricted areas in the Unit must adhere to the Board approved specifications and **obtain Board approval prior to signing a contract and proceeding with the work.** Any Owner who does not comply with this regulation will be required to remove the offending installation at his /her expense.

No Owner, tenant or Guest is permitted to disarm the fire alarm system box located in each Unit.

No person shall put coffee grounds, banana peels, celery, citrus rinds, grease, rice and pasta in the sink disposal system. These items can cause major problems to the building's sewer system.

No person shall put anything in the toilets except toilet paper. Avoid putting used dental floss, handiwipes, cotton swabs, hair and any other personal hygiene items in the toilet. These items can also cause problems with the sewer system.

All Owners and tenants must remove all perishable items from their refrigerator and freezer when departing for the season or in the event they leave the Unit due to a tropical storm or hurricane warning.

Installation of washers and/or dryers inside a Unit is prohibited.

UNIT KEY

Unit Owners must give the Association a key to the Unit and the storage closet.

TRASH ROOMS

Use caution when carrying items to the trash rooms so that liquids and other items do not drop onto the walkways.

All garbage must be securely fastened in double plastic bags and deposited in the chute. This is very important to avoid insects and rodents in the building.

Empty glass bottles, cans and plastic containers shall be thoroughly rinsed out and placed in the designated containers.

Broken glass shall not be placed in the glass container or down the chute. Broken glass shall be placed in the garbage can labeled "glass" by the dumpster.

Newspapers, magazines, boxes shall be left neatly in the trash room. Large paper boxes, pizza boxes, etc shall be deposited by the resident in the dumpster.

Disposal of construction material, furniture, appliances and other large articles is the personal responsibility of the Unit Owner or tenant. These items are not permitted in the dumpster.

LAUNDRY ROOMS

Use of washers and dryers between 9:00 p.m. and 7:00 a. m. is prohibited.

Lint must be removed from the washing machines and dryers after each use. Wipe off the machines after each use and leave the lids on the washers open when finished.

SWIMMING POOL AND AREA

All Owners, tenants and Guests use the pool at their own risk.

No owner or tenant shall give a pool key to any person other than a live-in guest.

Children under twelve years of age are not permitted in the pool or the pool area unless they have adult supervision.

Incontinent persons who are not toilet trained are not permitted in the pool except when wearing waterproof diapers or the like.

No one may enter the pool unless the cover has been completely removed and properly installed on the roller. The maintenance person will normally remove the cover at appropriate times. The cover shall only be removed and replaced by trained authorized Unit Owners or residents.

If the outside temperature is below 70 degrees the pool cover shall not be removed and swimming is prohibited. A notice will be posted in the mailroom when the pool is closed due to this condition or for any other reason.

Pool hours are from 7:00 a.m. to 10:00 p.m. April to November. Other months it will be open 8:00 a.m. to 4:00 p.m.

All persons must shower and remove sand, tar and suntan oil before entering the pool in order to prevent clogging the filter system. Use of soap or shampoo is not permitted in the shower.

Food and alcoholic beverages are prohibited in the pool area except for Association sponsored events. Other beverages may be brought to the pool if they are in plastic containers.

Games involving playing ball, jumping, running around the pool, floats and balls are prohibited.

Diving or jumping into the pool from any walkway or the roof deck is prohibited.

Persons wearing bathing attire must wear a shirt, jacket or robe and foot covering in the lobby area, elevator and on the walkways.

Radios are not permitted, except with earphones. Cell phones shall be used in a manner that will not disturb other persons.

Smoking is not permitted in the pool area.

PENTHOUSE ROOMS

Penthouse rooms are for the use of the Owners, residents and their guests. They are not to be used for outside civic or non – resident social affairs without approval of the Board of Directors. Use will be according to a separate set of rules adopted by the Board from time to time.

No activities are allowed after 11:00 p.m. except for New Year Eve.

Resident social affairs shall be entered on the Penthouse calendar located in the mailroom. The host is responsible for any damage incurred by himself/herself or his/her guests and for cleaning after the function. Lights must be turned off, blinds closed, trash removed and the room secured. A deposit is required for some events which shall be returned if no items are broken or damaged and no clean-up thereafter is required by the Association.

EMPLOYEES

The maintenance person is an employee of the management company. This person shall not be requested to perform any service or do any work of a personal nature for an Owner within a Unit during the employee's working hours.

SERVICE PERSONNEL AND DELIVERIES

Owners who engage services or have arranged for deliveries shall advise the company or person to use the Marigold Lane entrance and that the person must sign the sheet located by the office. If the driver does park the vehicle in front of the building, the Owner shall request the driver take it to the back of the building before starting work.

All loading and unloading of commercial vehicles such as moving vans, delivery trucks etc. must be done at the rear of the building where there is a ramp. Deliveries made using the front steps and the lobby area have caused tears and stains on the carpet.

PROHIBITED VEHICLES OR ITEMS AND PARKING

Section 12.4 Vehicles and Parking of the Amended and Restated Declaration of Condominium lists and describes:

- 1) Prohibited vehicles and items in Section A,
- 2) Exceptions in Section B,
- 3) Classifications and definitions in Section C
- 4) Additional regulations in Section D

All Unit Owners, tenants and Guests must adhere to the restrictions and guidelines outlined in this section of the Declaration.

RULE ENFORCEMENT

The Board of Directors is empowered by the documents to enforce these Rules and Regulations. Section 8 of the Amended and Restated By-Laws provides a system of fines for non-compliance.

