

CHATEAU-BY-THE-SEA, INC.
A NOT FOR PROFIT CORPORATION
3663 S. Atlantic Ave.
New Smyrna Beach, FL 32169

RULES AND REGULATIONS

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1.) Owner's Responsibility

A. CBTS CONDO RULES AND REGULATIONS

1. Owners are responsible for complying with Condominium Governing Documents and these Rules and Regulations as amended from time to time.
2. It is the responsibility of an owner to notify the manager when his unit is for sale and to obtain two letters of recommendation for the buyer as required by the condominium documents for Board review prior to Board action on whether or not to approve the sale. The Board has established an application fee of \$100.00 to be paid with the submission of the two letters of recommendation to cover the costs of processing the application for approval of sale. An estoppel fee of \$150.00 has been established to cover the cost of processing the estoppel letter for the closing of the sale.
3. Owners are responsible to comply with hurricane shutter standards as maintained in the CBTS office.
4. There will be no covering of the patio or balcony floors. All damage caused to such floors and sub-floors and the cost of repair to them due to the retention of moisture will be the responsibility of the owner.
5. No advertisement or posters shall be posted on the Chateau property without the permission of the Board of Directors.
6. Residents should exercise care about noises that may be disturbing to other residents, particularly before 8 a.m. and after 10 p.m.
7. It is prohibited to hang anything from windows, balconies, or railings. It is prohibited to dust rugs from windows or balconies.
8. It is prohibited for guests to park commercial vehicles, boats, vans and/or trailers of any type on the common property unless authorization has been obtained by the CBTS office prior to arrival.
9. Storage rooms are to be used by owners only, unless a tenant is leasing the unit. In that case the tenant is allowed the use of the storage room instead of the owner using it. Assignment of storage room space shall be done by the Board so that each owner shall have an equal amount of storage space assigned to them or allowed for their use. The Association is not responsible for any damage to any items stored by an owner or their tenants.
10. Clubhouse usage is available for owners, their tenants and their guest at no charge. A schedule is kept in the office and sign up is necessary for all users. A minimum cleaning fee of \$35.00 will be charged if user does not clean the premises or chooses not to clean. If the premises require substantial cleaning or repair to any damage caused by the user or his/her guest, the owner of the unit shall be jointly responsible with the tenant or guest for the cost to clean it and repair any damage.
11. Gas grills and grilling on upper balconies and walkways are not allowed. A grill is also provided behind the club house, sign up sheet is in the office. There will be a cleaning charge of \$25.00 if grill is not cleaned.
12. All owners, tenants, and guest must check in with the Association before or immediately upon arriving mainly for security purposes. Walk in rentals are assigned to vacant rental units unless already specified on the master schedule.

B. FINANCIAL RESPONSIBILITY

1. Owners are responsible for Quarterly Maintenance Fees being paid on time. Due dates are January 1st, April 1st, July 1st, and October 1st of each year.
2. If Quarterly Maintenance Fees are not received within thirty (30) days of the due date, then the funds due and owing will be automatically deducted from any rental income check(s) due to that Owner in the amount set forth in the annual budget as authorized and agreed to by each Owner who is participating in the CBTS Rental Program.
3. Units that are delinquent in the payment of maintenance fees and which are in foreclosure, whether by an institutional lender, private lender, the Association or otherwise, and which are rented, shall have the past due maintenance fees, late charges and interest automatically deducted from any rental income check(s) due to that Owner as authorized and agreed to by each Owner who is participating in the CBTS Rental Program.
4. Due to condominium law and insurance regulations, owners are responsible for damage done to other units by the negligence in maintaining their own unit.
5. Owners are responsible for providing insurance for their own unit in accordance with Florida law.
6. Owners are responsible for providing utilities (electric and phone) to their unit at all times for safety reasons. Each unit must have a working phone.
7. Entrance doors, windows, window screens, and slider doors will be repaired and replaced as necessary or as directed by the Owner and the expense of the repair or replacement shall, at the Association's option, either be billed to the Owner or automatically deducted from any rental income check(s) due to that Owner in the amount incurred for the repair or replacement as authorized and agreed to by each Owner who is participating in the CBTS Rental Program.
8. Purchasing items for Owners:

Owners must notify rental staff if they want something purchased for their unit. These items will be billed to the owner direct or deducted from the rent.

The cost of the purchased items shall be, at the Associations' option, either billed directly to the owner or automatically deducted from any rental income check(s) due to that Owner in the amount incurred for the purchase as authorized and agreed to by each Owner who is participation in the CBTS Rental Program.

Renters must present a written purchase request to the rental staff and upon confirmation from the Owner that it is an authorized purchase, the cost shall be, at the Associations' option, either billed directly to the owner or automatically deducted from any rental income check(s) due to that Owner in the amount incurred for the purchase as authorized and agreed to by each Owner who is participation in the CBTS Rental Program.

C. MAINTENANCE OF UNIT

1. Tile or other hard surfaced floors which are or are to be installed in living or bedrooms on the 2nd and 3rd floors must have a Sound Transmission Class (STC) rating of at least 60 which is intended to satisfy the Florida Building Code (FBC) requirements (loud speech can be understood fairly well through a wall with an STC 30 rating, but should not be audible through an 60 rated wall). This minimum STC rating also applies to ceilings, floors, and doors.
2. All plumbing pressure lines shall be of copper with the sole exception that a plastic line is allowed to refrigerators. This is to help avoids leaks and potential damage to the unit, other units, and/or common elements.
3. No owner, family member, tenant, guest or invitee shall install wiring for electrical installation, telephone installation or any type of television antennae on the exterior of the building.
4. There will be no covering of the patio or balcony floors. All damage caused to such floors and sub-floors and the cost of repair to them due to the retention of moisture will be the responsibility of the owner.
5. It is the responsibility of an owner to notify the office when work is being performed on their unit. ALL contractors must sign in at the office before any work is started.

The hours of operation for any work done to a unit are as follows:

Monday – Friday 9:00am – 5:00pm

Saturday 9:00am – 12:00noon

Sunday NO WORK SCHEDULE

ALL keys must be returned to the office at the end of each work day.

2.) CBTS Rental Program Policy

OWNERS THAT RENT THEIR UNITS NEED TO DEFINE THEIR RENTAL TIME TO THE CBTS OFFICE. FULL-TIME RENTAL UNITS NEED TO BE AVAILABLE DURING PEAK SEASON (JANUARY – APRIL AND JUNE – JULY). BLOCKING UNITS DURING THESE MONTHS CAUSES SCHEDULING DIFFICULTIES FOR THE OFFICE AND DEPLETES OPERATING REVENUE FOR THE CHATEAU RESULTING IN MAINTENANCE FEES INCREASING.

FAMILY MEMBERS AND/OR GUEST OF AN UNIT OWNER MUST ABIDE BY CBTS RULES AND REGULATIONS AS STATED IN THESE POLICIES AND HOUSE RULES. FAMILY MEMBERS AND/OR GUEST INCLUDE BUT ARE NOT LIMITED TO, FAMILY OTHER THAN LISTED OWNER (CHILDREN, GRANDCHILDREN, AND EXTENDED FAMILY) AND/OR GUEST (FRIENDS, NEIGHBORS, ACQUAINTANCES, IN- LAWS).

OWNERS ARE RESPONSIBLE FOR THE ACTIONS OF FAMILY MEMBER AND/OR GUEST DURING THEIR STAY AT CBTS. OWNERS WILL BE NOTIFIED IMMEDIATELY IF A FAMILY MEMBER AND/OR GUEST IS NOT IN COMPLIANCE WITH THE ASSOCIATION’S GOVERNING DOCUMENTS AND its RULES AND REGULATIONS.

REPEATED OFFENSES BY FAMILY MEMBERS AND/OR GUEST WILL RESULT IN EVICTION FROM THE PREMISES. FAMILY MEMBER AND/OR GUEST WILL NOT BE ALLOWED TO RETURN TO CBTS PROPERTY UNTIL A RESOLUTION BETWEEN THE UNIT OWNER AND CBTS BOARD OF DIRECTORS IS APPROVED.

CBTS Rental Program:

The Association oversees a rental Program for the benefit of the Owners who agree to join it and agree to its conditions and requirements. All Owners who rent their units are encouraged by the Board of Directors to participate in the CBTS Rental Program. The CBTS Rental Program is operated by a separate entity from the Association. A fee will be charged to all Owners who choose to participate in the Rental Program which fee will sufficient to cover the expenses of operating the CBTS Rental Program. No Association funds shall be utilized to operate the CBTS Rental Program and it will have its own, separate bank account. The CBTS Rental Program shall be licensed under Chapter 509, Florida Statutes, must comply with Chapter 509’s provisions for public lodging (vacation rentals) and shall maintain an operating Permit for the on-site public swimming pool.

The provisions of Chapter 719, Florida Statutes, apply only to the Association and do not govern the operation of the CBTS Rental Program.

The CBTS Rental Program shall be registered with Volusia County, Florida, pursuant to Chapter 212, Florida Statutes, and shall collect and remit tourist taxes and other taxes and fees which relate solely to the operation of the CBTS Rental Program.

Unit Owners in the Chateau Rental Program are required to fill out an “Authority to Rent and Manage” form annually by each Owner/Participant and filed with the CBTS Rental Program’s office by October 1st for the upcoming year. A copy of each “Authority to Rent and Manage” shall be furnished to Volusia County’s Tourist Development Tax Office each year as required by law. By signing the “Authority to Rent and Manage form the Owner(s)/Participant(s) agree to the terms of the “Rental Management Agreement”.

Owners who choose not to participate in the CBTS Rental Program will have to provide their own separate emergency phone number(s) and contact information for their renters to use to contact the Owner as the Association’s office staff and the CBTS Rental Program’s staff will not maintain the unit or assist those renters who are not participation in the CBTS Rental Program with issues related to the unit, maintenance of the unit or in the event that the renter’s are locked out of the unit. Owners who have signed with another management

company will not be able to participate in the CBTS Rental Program for a period on 12 months. Any future renters "Rolled Over" or Assigned to said unit by the CBTS Rental Program will be moved to another unit. Written notification and signed "Authority to Rent and Manage" must be received in the CBTS Rental Program office with Owner(s) intention to participate in the CBTS Rental Program again. The written notification must be received 60 days prior to the end of the 12 month period to be added back into the Program.

1. All owners in the CBTS Rental Program must comply with Chateau's rental and cleaning policies as stated in these Rules and Regulations.
2. Owners are responsible to inform Chateau Rental Office of their intended use of their unit.
3. Confirmed (deposits received) rentals can not be changed for owners use or convenience after the rental contract has been completed.
4. If your unit is rented you are considered not in residence. At which time you and your family forfeit the use of the facilities, unless you are visiting another owner.
5. Appliances and other condo equipment (dishes, kitchen utensils, vacuums, bedding, etc.) for rental units shall be of good quality and well maintained. Stove must contain a self-cleaning oven. Any oven not in compliance will incur a \$20.00 cleaning fee for each cleaning.
6. The Chateau does not currently charge a Security Deposit for rentals; instead charging a non-refundable booking fee and damage insurance. Additionally, there is a \$500 rental reservation deposit due to reserve a unit (which is credited toward the total due), with 100% of the balance due 60 days prior to arrival. All rentals must be handled through the Chateau office.

The current cancellation policy states:

- Long Term Rentals (one month or longer): Cancellation within 61-90 days of arrival will forfeit the \$500 rental reservation deposit. Cancellation within 59 days or less of arrival will forfeit the entire rental rate (with the exception of the cleaning fees), applicable tax, and accidental damage insurance.
- Short Term Rentals (less than one month): Cancellation within 59 days of arrival will forfeit the entire rental rate (with the exception of the cleaning fees), applicable tax, and accidental damage insurance.

7. The Board of Directors shall have the power to discontinue the handling of a unit in the rental pool, if after six months notice to the owner, the Board determines requested repairs and or refurbishing of a unit has not taken place or, without prior notice if the Owner, tenant, guests, or invitees violate the Governing Documents of the Association or it's Rules and Regulations.

8. Rental checks will be disbursed monthly to owners except that any unpaid and overdue maintenance fees, late fees, interest and legal fees owed to the Association shall be automatically deducted from any rental income check(s) due to that Owner and the remainder shall be disbursed to that Owner as authorized and agreed to by each Owner who is participating in the CBTS Rental Program.

9. The manager may terminate rentals if they are found to exceed the occupancy limit of the unit. For a two bedroom unit a total of six (6) persons allowed per unit and for a one bedroom unit a total of four (4) persons allowed per unit providing there is enough sleeping accommodations in the unit. Please read the following Florida Statute...

Florida law defines a resort dwelling as... any individually or collectively owned one-family, two-family, three-family, or four-family dwelling house or dwelling unit which is rented more than three times in a calendar year for periods of less than 30 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented for periods of less than 30 days or 1 calendar month, whichever is less. [Section 509.242\(1\)\(g\), Florida Statutes \(FS\)](#) The maximum occupancy is one person per 150 square feet gross floor area

3.) Cleaning Policy For Units In The CBTS Rental Program

IT IS REQUIRED BY CBTS RENTAL PROGRAM TO HAVE YOUR UNIT PROFESSIONALLY CLEANED AFTER EACH USE. UNIT USE IS DEFINED AS ANYTIME A UNIT HAS BEEN OCCUPIED BY ONE OR MORE PEOPLE FOR A DAY, NIGHT, WEEK, ETC.

1. If a unit is blocked for an owner and/or their guest and is in the rental pool, the unit must be cleaned after each stay.
2. Owners are required to perform or pay another person or entity to perform deep cleans, carpet cleaning and furniture cleaning during the fall.
3. Owners that wish to perform their own deep clean need to inform the office by November 1st. A cleaning and inventory list can be picked up in the CBTS office.
4. All deep cleans performed by owners are required to have the CBTS management staff inspect their unit after deep clean is completed and must follow the guidelines set by CBTS.
5. The management staff has the option to have unit cleaned at the owner's expense, and/or withhold rentals until problems are corrected.

4.) Pet Policy

OWNERS ARE ALLOWED TO HAVE PETS ON ASSOCIATION PROPERTY. TENANTS, GUESTS, OR INVITEES ARE NOT ALLOWED TO HAVE PETS UNDER ANY CIRCUMSTANCES ON ASSOCIATION PROPERTY.

1. Owners may have pets on the premises provided they are on a leash when they are not in the condo.
2. Dogs should be walked off the property and at no time are they allowed in the courtyard area.
3. Owners of pets in the rental pool are required to have their carpet/furniture shampooed and/or treated after each use of their unit.
4. The management staff has the option to have unit cleaned at the owner's expense, and/or withhold rentals until problems are corrected.

5.) Swimming Pool Heating Policy

The swimming pool will be heated from January 1st through April 15th provided the ambient temperature is not 80 degrees Fahrenheit or above. When the pool is heated the temperature will be set so as to maintain the water temperature between 82 and 85 degrees Fahrenheit.