

**CHATEAUBLEU AT THE HAMMOCKS
CONDOMINIUM ASSOCIATION, INC.**

**INFORMATION
BOOKLET**

MARCH, 2002

CHATEAUBLEU AT THE HAMMOCKS CONDOMINIUM RULES AND REGULATION

In addition to other obligations and duties heretofore set out in the Declaration, By Laws and Rules and Regulations, every unit owner shall:

- 1) Each unit owner, at his/her own expense shall maintain in good condition his/her unit and all interior surfaces within or surrounding his/her unit, such as the surfaces of the walls, ceilings, floor, etc. Whether or not a part of the unit or limited common elements appurtenant to the unit.
- 2) Unit shall be used only for residential purposes, as a single-family private dwelling for the unit owner, member of his/her family and social guests and for no other purposes. Units may not be used for business or commercial use.
- 3) Not permit or suffer anything to be done or kept in his/her unit which will increase the insurance rates in his/her unit or the common elements, or which will obstruct or interfere the rights of other members or annoy them by unreasonable noises or otherwise, nor shall a member commit or permit any nuisance, immoral or illegal act in his/her unit or in the common elements.
- 4) No unit owner may lease his/her unit for less than one (1) year lease period.
- 5) **PERMITTED:**
No structural changes or alterations shall be made in any unit except upon approval, in writing, by the Board of Directors of the Association. The Hammocks Community Association, Architectural Control Committee (ACC), must approve, prior to construction all plans for buildings, fences, walls, screen enclosure, landscaping and other exterior modifications, including color and materials.
 - a.- All new hurricane shutter installations requires a permit from Dade County, The Chateaubleu and Hammocks Associations. Application forms can be picked up in the Hammock's Main Office. See Application attach from Chateaubleu.
 - b.- Satellite Dish installation requires a permit also:
SEE SATELLITE DISH RULES AND REGULATIONS
 - c.- Backyard Storage Sheds, Concrete Slabs, Screens, & Additions requires permits from Dade County, Chateaubleu and the Hammocks Associations.

Remodeling units, which create noises and nuisance to other residents, shall only be allowed on Monday through Friday from 8:00 AM to 8:00 PM – Saturday, Sunday & holidays, from 9:00 AM to 8:00 PM. No alcoholic beverages are to be consumed in common areas, unit entrances or the parking areas. **FAILURE TO COMPLY WITH THESE. REGULATIONS CAN RESULT IN FINES FROM DADE COUNTY, CHATEAUBLEU AND THE HAMMOCK'S ASSOCIATION.**

PLEASE REFER TO YOUR ASSOCIATION DOCUMENTS FOR MORE DETAILED INFORMATION REGARDING THE DECLARATION, BY LAWS AND ADDITIONAL RULES AND REGULATIONS WHICH MAY NOT BE INCLUDED HEREIN. THESE RULES AND REGULATIONS DO NOT INCLUDE YOUR MASTER ASSOCIATION'S RULES AND REGULATIONS. PLEASE FAMILIARIZE YOURSELF WITH THE HAMMOCKS COMMUNITY DOCUMENTS.

RULES AND REGULATIONS GOVERNING YOUR ASSOCIATION

The following are specific Rules and Regulations adopted and approved by the Board of Directors of CHATEAUBLEU AT THE HAMMOCKS CONDOMINIUM ASSOCIATION, INC. Condominium living requires that each owner regulate the occupancy and use of their unit and the common elements so as not to be unreasonable or unnecessarily disturb any other resident. With this in mind, certain rules and regulations have been established by CHATEAUBLEU AT THE HAMMOCKS CONDOMINIUM to protect each owner's right to the quiet enjoyment of their property. These Rules and Regulations are as follows:

I- COMMON AREAS:

- 1) Common elements shall not be obstructed, littered or misused in any manner.
- 2) No unit owner or occupant shall post any advertising or posters of any kind in or on the unit or the condominium property.
- 3) No clothesline or similar devices shall be allowed in any portion of the condominium property by any person, firm or corporation. No rug, etc., may be dusted from the windows or balcony of the property.
- 4) Owner and occupants shall exercise extreme care to minimize noises in the use of musical instruments, radios, television, amplifiers or other loud speakers in their units so as not to disturb other residents. They shall not operate or permit to be operated a phonograph, radio, television or other loud speaker between 11:00 PM and 8:00 AM.
- 5) No unit owner or occupant shall install wiring for electrical or telephone installations, nor install any type of Satellite Dish, machines or air conditioning equipment, etc., without written authorization of the Association.
- 6) No flammable, combustible, explosive fluids or chemical substances shall be kept in any unit's patio or storage area, without such as required for normal household use.
- 7) Aluminum foil may not be placed on windows or glass doors. Windows must be covered with proper window covering such as blinds, curtains, drapes, etc.
- 8) No resident may place any furniture, equipment or objects of any kind in front of the unit, including bicycles, toys, barbecues, etc.
- 9) No resident is allowed to cut down any tree or bush in the common property.
- 10) No planting fruit trees in the front yard.
- 11) Holiday light decorations are permitted only from November 15th to January 15th.
- 12) Basketball hoops shall not be affixed, attached, hung or displayed on the exterior walls, railings or balconies of the units.
- 13) **BALCONIES:**
 - a.- Do not hang any laundry, garments, clothes, bicycles, or other objects which are visible from outside of the unit. Again appearance is very important.
 - b.- No vertical blind hanging on the balconies.
- 14) No unit owner shall install screen enclosures to or upon the outside walls of the building, on the common elements and limited common elements without prior approval of the Association.
- 15) No unit owner may construct any structures, slabs or porches beyond the limits of any building or patio wall.
- 16) Without prior written Association's approval the Common Elements, Limited Common Elements and Exterior portions of the units shall not be repaired, replaced or changed. Any changes are subject to the following:
 - a.- The Association must approve any contractor or sub-contractor retained by the unit owner, prior to commencing work in the unit.
 - b.- The unit owner shall be liable for any damage to any part of the Condominium property caused by his/her contractor, sub-contractor or their employees.
 - d.- The Association shall determine the exterior color schemes of the units and all common elements, including front doors.
- 15) Children are not allowed to play on the street. No bicycling, skateboards and roller skating is permitted in the property. Parents shall be responsible for damages caused by their children.

II- LIMITED COMMON ELEMENTS AND EXTERIOR:

FLOOR-ENTRANCE SLAB:

Tile & Painting: Terra-cotta color only, any other colors are not approved by the Association.

YOU HAVE TO BE APPROVED BY THE BOARD OF DIRECTORS OF CHATEAUBLEU.

LANDSCAPING EDGE:

Concrete Edge: Natural or Terra-Cotta color.

Wood Edge: Natural or same color to match the existing fence.

NO STONES, ROCKS OR CORALS ARE PERMITTED.

PLEASE KEEP COLORS UNIFORM IN FRONT OF YOUR HOUSE.

III- GARBAGE AND DISCARDED ITEMS (DADE COUNTY):

- 1) Garbage is picked-up on Tuesdays and Fridays: (Friday is Recycle Day)
Please put Garbage out either the Night before or no Later than 6:30 Am.
- 2) Trash Containers should be marked with your Unit Number.
- 3) Garbage should be placed in Plastic Bags inside a covered Garbage Container. No Garbage shall be accumulated in the front, side or back of your property.
- 4) Trash Containers should be removed from the front of the unit the same day the trash is picked up.
- 5) Discarded and broken furniture, large boxes and other items should be taken to the mini dump at 8300SW 117Ave.
- 6) Small branches must be cut and placed in Plastic Garbage Bags for large branches, roots. Furniture, etc. Contact the solid Waste Department at (305)594-1500 they have free pick up once a year.

IV- PETS:

- a.- Pets may be kept in the Unit.
- b.- Not Pet shall be allowed to commit a nuisance in any common portion of the condominium, grounds or Backyards.
- c.- Dogs must have proper tags and be held on a leash at all times when outside of the unit.
This is also a DADE COUNTY ORDINANCE.
- d.- No more than two pet's (2) are allowed per unit.
- e.- Owners must not be allowed to leave the Pet's alone in the unit when they going in vacation.
- f.- Owners are responsible for the clean-up of their pet's excretions.
- g.- No Animals or Pets of any kind, except as may otherwise be provided in the Declaration shall be kept in any unit.

V- SWIMMING POOL AREA: (This Rules should be read by all member's family).

- 1) I.D. cards from The Hammocks Community Association are required to enter the pool area. Pool capacity 12 Persons, Health Department.
- 2) No pool Parties allowed at any time. Refer to The Hammocks Association for rental facilities.
- 3) Children under age of 14 are not permitted in the pool area without their parents or adult member of the household, 18 years of age or older.
- 4) No bicycles, skateboards or roller skates are allowed in the pool area.
- 5) No food, alcohol beverages and/or breakable containers are permitted in the pool area.
- 6) No running, diving, obnoxious behavior or loud noises shall be permitted. Radios will be played so as to be audible only to the person using it.
- 7) No animals are permitted in the pool area.
- 8) Patio furniture shall not be removed from the pool.
- 9) No inflated boats are allowed in the pool.
- 10) Shower, to remove suntan oil before entering the pool to prevent pool filter contamination.

- 11) No more than THREE (3) guests with unit owner at pool.
- 12) The pool gates must be kept closed at all times.
- 13) The pool area may be used **ONLY FROM 9:00 AM TO 9:00PM**

VI- PARKING AREAS

ACE Towing company has free access to the community on a 24 hour basis. Should you need to contact them, phone number is (305) 2328693-(305) 2169562. In order to avoid having your illegally parked vehicle towed away, please note the following:

- 1) **DECALS** for every vehicle are mandatory, "Resident & Visitors".
- 2) Proper parking means having a vehicle parked in your designated space.
- 3) Do not park in areas marked "Tow Away and No Parking Zones. "Do not double-park vehicles."
- 4) No inoperative motor vehicle, or any part thereof, may be parked or stored within the Chateaubleu at the Hammocks. Any motor vehicle parked within the boundaries must bear an up-to date license tag.
- 5) No commercial vehicles, campers, mobil homes, motor homes, boats, boat trailer, house trailer, or trailers of every other description shall be permitted to be parked or stored at any place, on any lot, or at any time in this property.
- 6) Vehicles which are prohibited, improperly parked, maintained or have an expired tag, or otherwise in violation of the rules and regulations shall be towed at the owner's expense.
- 7) No auto repairs other than emergency repairs shall be permitted on the property.

Resident's vehicles must display a parking decal issued by the Chateaubleu Board of Directors. Visitor's vehicles must display a visitors parking permit. Both can be purchased from the Board of Directors for a modest fee. The Board of Directors reserve the right to periodically recall vehicles decals for upgrade purposes.

COMMERCIAL VEHICLES

The term "COMMERCIAL VEHICLE" is defined:

- a. Vehicles with lettering or advertising.
- b. Vehicles registered as a commercial vehicle.
- c. Vehicles with extensions, ladders or attachments intended for commercial use, inc. Taxis.

The term "TRUCK" is defined as:

- a. Vehicles with more than four tires.
- b. Vehicles longer than 17 feet.
- c. Vehicles used for storage.
- d. Vehicles with toppers which extend over the sides or above the top of the cab.

VII- SCREENING FOR LEASE APPROVAL:

SALES AND LEASES must be presented to the Association by the Unit Owner.

SALE OR LEASING OF UNITS – in order to maintain a community of congenial residents who are financially responsible and thus protect the value of the property. The leasing of units by any owner shall be subject to the following provisions:

- a. A unit owner who **sells or leases** his unit must submit to the Management Company provided forms fully executed together with **a money order for \$ 60.00** , non refundable screening fee in connection and a copy of the sales or lease contract.
- b. A unit owner who **sells or leases** his unit is required to place a \$ 200.00 **SECURITY DEPOSIT** with the Association. The amount of the security shall be set by the Board of Directors and may be amended from Time to Time. Money Order Payable to: Chateaubleu At The Hammocks.
This Deposit is returned in full seven (7) days after the moving of the leasee only if there are damages needing repair. In case of any damages, the deposit may be used by the Association for any repairs that may be needed in the Common Areas resulting from acts or omissions of lessees as determined by the sole discretion of the Board of Directors and /or the Management Company.
If both cases, the applicant (s) must apply for a personal Interview. Only One Lease will be Approved.

- c. An application for approval and authorization forms must be completed in detail by each proposed adult occupant, other than husband and wife or parent/dependent child (which is considered one applicant). If any question is not answered or left blank, the application may be returned, not processed and not approved.

The completed application must be submitted to the Association and/or Management company at least 15 days prior to the desired date of occupancy Lease date or closing date.

In both cases Sale or Lease, the applicant (s) must apply for a personal interview.

- d. No sub-leasing of the original lease is permitted. Renewals or extensions of leases are subject to the re-approval of the Board of Directors and/or the Management Company.
- e. Use the Unit is for single family resident only, and shall not be used for commercial purposes.
- f.- Owners leasing the Unit without the Assoc.'s approval will be assessed a Fine of \$300.0

- g. **OCCUPANCY REGULATIONS:** No more than two (2) occupants per bedroom. Every owner and occupant shall comply with these Rules and Regulations as set forth herein, and any and all Rules and Regulations which from time to time may be adopted, and the provisions of the Declaration, By Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. The Association shall have the right to suspend the use of the recreation facilities in the event of failure to so comply. Temporary Permit.

VIII- COLLECTION POLICY:

Monthly maintenance Assessment Fees are due on the first day of current monthly. Payment must be made by personal check, cashier's check or money order and payable to: Chateaubleu At The Hammocks Condominium. All payments received are credited to the oldest outstanding balance. This includes maintenance fees, special assessments, and late charges on your account.

If your monthly maintenance assessment fee is not in our office on or before the TENTH (10th) of the month your account will be considered **DELINQUENT**, and a \$10.00 late charge will be posted to account.

IX- COMPLIANCE AND DEFAULT:

VIOLATIONS In the event of a violation (other than the non-payment of the assessment) by the unit owner in any of the provisions of the declaration of Condominium, the By-Laws or of the applicable portions of the Declaration of Condominium Act and the Condominium Rules the Association may notify the unit owner by written notice of said breach transmitted by mail and/or by hand, and if such violation shall continue for a period of the thirty (30) days from the date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the declaration, the By-Laws or of the pertinent provisions of the Condominium Act and the Association may then, at its option, have the following elections:

- a.- An action at law to recover for its damage on behalf of the Association or on behalf of other unit owners:
- or
- b.- An action in equity to enforce performance on the part of the unit owner: or
- c.- An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

NEGLIGENCE OR CARELESSNESS OF UNIT OWNER - Each unit owner shall be liable for the expenses of any maintenance repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, his guests, employees, agents or lessees.

OFFICIAL RECORDS: As per Florida Statute Chapter 718.111.15(C), the Association may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying. Any Association member or his/her authorized representative, will have the right to request official records two times per year, no more than four (4) documents each time at a charge of \$0.25 for each single page 8 1/2" by 11".

SATELLITE DISH RULES AND REGULATIONS

- 1.- The Board of Director & the Property Management will review all satellite dishes on a case-by case basis.
- 2.- All satellite dishes will be mounted with brackets in such a way that it does not damage the parapet or wall.
- 3.- Installer of satellite dish must submit planned location of dish and wiring plan.
- 4.- Once an installation is approved, the Association's Management Company (Chateaubleu) will be notified of the installation date and time.
- 5.- All installers must provide proof of liability and workman's compensation insurance to the Association's Management Company (Chateaubleu) prior to any work being initiated. The minimum required limits are \$ 1,000.000 general liability and statutory limit on workman's compensation. Improper installation could cause damage to structures, posing a potential safety hazard to the residents and personnel of the Association.
- 6.- All antennas not covered by the new FCC Rule are prohibited.
- 7.- Satellite dishes over one meter in diameter are prohibited.
- 8.- Not more than one (1) antenna per unit.
- 9.- Installation of transmission only antennas is prohibited.
- 10.- All dish installations are subject to a \$100 revocable license.
- 11.- All dishes, once installed, will be tagged for identification as to which unit that dish is servicing.
- 12.- All satellite dish installations are to be completed so as not to cause damage whatsoever. If increased maintenance or damage occur, the owners of the unit for which the satellite dish was installed are responsible for all such costs.
- 13.- Owners who install or maintain antennas are responsible for all associated costs, including but not limited to:
 - a.- Place (or replace), repair, maintain and move or remove dishes;
 - b.- Repair damage to any property caused by antenna installation, maintenance or use;
 - c.- Pay medical expenses incurred by persons injured by antenna installation, maintenance or use;
 - d.- Reimburse residents or the Association for damage caused by antenna installation, maintenance or use;
 - e.- Restore antenna installation sites to their original condition.
- 14.- Owners shall be responsible if antenna falls into disrepair or to become a safety hazard.
- 15.- Owners shall be responsible for antenna maintenance, repair, replacement and the correction of any safety hazard.
- 16.- Any maintenance to the dish or due to the dish installation requires notification to the management company.
- 17.- If antennas become detached, owners shall remove or repair such detachment within 72 hours

of the detachment. If the detachment threatens safety, the Association may remove the antenna at the expense of the owner.

- 18.- Owners shall be responsible for the antenna repainting or replacement of the deteriorated of the antennas.
- 19.- If maintenance of the building requires removal of the antennas, the Owners shall be responsible for all such costs.
- 20.- Exterior antenna wiring shall be installed so as to be minimally visible.
- 21.- If these rules are violated, the Association, after notice and opportunity to be heard, may bring action for declaratory relief with the FCC or any court of competent jurisdiction. If the court of FCC determines that the Association rule is enforceable, a fine of \$50 shall be imposed by the Association for each length of time, additional fines of \$10 per day will be imposed for each day that the violation continues. To the extent permitted by laws and/or the governing documents, the Association shall be entitled to reasonable attorney fees, cost and expenses incurred in the enforcement of this policy.
- 22.- If the antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit the installation or seek removal of the installation.
- 23.- If any provision is ruled invalid, the remainder of these rules shall remain in full force and effect.
- 24.- Placement of dish **BELOW FENCE LINE** is acceptable. The top of the dish may not extend above the top of fence. Installation remains the same using mounting brackets. Declaration of Covenants, Article II, (F), page 5.
- 25.- Mount brackets **(NO PENETRATION INTO THE ROOF)** securely to the walls to prevent any damage to the roof and to avoid any leaks.

**APPLICATION
SATELLITE DISH REQUESTED INSTALLATION
CHATEAUBLEU AT THE HAMMOCKS**

Address of Requested Installation: _____

Date: _____ **Owner Print Name:** _____

Signature of Owner Agreement: _____

Date: _____ **Signature of Director Member:** _____

or Management Co.: _____

Date: _____ **Company Installing:** _____

Signature of installer: _____
Signature **Print Name**