



The Royale Riviera Association
935 East Causeway Boulevard
Vero Beach, Florida 32963

Rules and Regulations

Revised and Reissued
December 2024

Approved by the Board of Directors
December 2024

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. *Article 3, Articles of Incorporation*

BOARD APPROVAL

An important reminder to Unit Owners. You must have the Board's approval in the following instances:

- When a Unit is occupied by any person under eighteen years of age (except for a visitation)
- When a Unit is occupied by any guest in the absence of the Owner or Tenant as host
- When a Unit is being sold the Board must approve all proposed purchasers before the closing date
- When a Unit is being leased
- When an Owner wants to make alterations or improvements to the exterior of the building
- When an Owner wants to make major alterations to the interior of their Unit (such as the removal of a wall)
- When an Owner wants to install new flooring (because of sound control requirements)
- When an Owner wants to use the Penthouse and/or rooftop for outside civic or social affairs

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 or Unit Owner - 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 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.

Any Tenant or Guest must immediately notify the Unit Owner of any water leaks, plumbing or electrical problems.

AGE RESTRICTIONS / CHILDREN

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, Declaration of Condominium* for exceptions such as but not limited to occupancy by a surviving spouse, occupancy by a caregiver, occupancy by an heir, etc.

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 APPROVED BY THE BOARD**. A registration form may be obtained from the current property management company's website.

GUEST IN RESIDENCE

An Owner or Tenant **MUST NOTIFY the BOARD** in advance, in writing, of the proposed occupancy of a Unit by any guest in the absence of the Owner or Tenant as host. A Guest In Residence form may be obtained from the current property management company's website. The completed form should be mailed or emailed to the current property management company who will then notify the Board.

Failure to report and/or misreporting of the information on the form will be sanctioned in accordance with Section 8.4 of the By-Laws (System of Fines for Non-Compliance) which allows for a maximum of \$100 per violation.

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. *Section 12.1.B.1, Declaration of Condominium*

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 12.1.A.1, 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.

The Owner/Tenant must provide their Guests with a parking pass visibly displayed on the dashboard inside the vehicle when on condo property.

The Owner/Tenant must provide their Guests with a copy of the Rules & Regulations and must ensure that they comply. The Owner/Tenant is responsible for the conduct of their Guests and is responsible for any damages caused by their Guests.

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 MUST APPROVE** all proposed purchasers before the intended closing date. Application forms for this purpose may be obtained from the current property management company's website. 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. *Section 14, Declaration of Condominium*

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

LEASES

The **BOARD 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

Smoking, vaping, and similar activities are prohibited in all common locations including but not limited to the pool, walkways, laundry rooms, Penthouse, rooftop, parking areas, etc. as per Florida's Clean Air Act.

No rooms may be rented. No Unit may be divided or any fractional portion sold or leased. *Section 6.3, Declaration of Condominium*

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, including visiting pets or animals, may be kept in or be brought to any Unit or on the common elements. *Section 12.3.A, Declaration of Condominium*

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.

There shall be no business or commercial activity or enterprise of any kind except for authorized home occupations under the applicable zoning code, and at no time shall a daycare or childcare facility or operation of a group home (all regardless of age) be permitted irrespective of whether same is viewed as a home occupation or otherwise. *Section 12.8.A, Declaration of Condominium*

No solicitation is permitted.

TROPICAL STORM AND HURRICANE PROTECTION

Owners must install and maintain 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. *Section 11.4.C.1, Declaration of Condominium*

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 (such as tropical storm and hurricane protection, windows, and doors) and only with prior **BOARD APPROVAL**. *Section 11.4.C., Declaration of Condominium*

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

For the sake of appearance, Owners must perform promptly all maintenance, repairs and replacements which are necessary to ensure high quality conditions and appearances and/or which if not performed would affect any of the other properties. *Section 11.2.D.1, Declaration of Condominium*

The only signs permitted are those set forth in *Section 11.4.C.6, Declaration of Condominium* such as official notices from the Board, committees, or the current property management company.

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, Declaration of Condominium* such as those situated entirely within the boundaries of a Unit.

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 which is located in the yard on the west side of the grounds.

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

When leaving a Unit for an extended period of time a Unit Owner, Tenant or occupant must remove all objects on the walkways or make provisions for the care/removal thereof.

Public passageways, walkways, 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, footwear, etc.

For safety reasons (such as a fire emergency or a medical emergency) it is strongly recommended no object on the walkways shall protrude more than 30" into the walkway to allow for the passage of emergency personnel and equipment.

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

Each owner shall maintain casualty insurance for Owner's personal property as well as all condominium property not insured by the Association. The Owner shall have the continuing obligation to provide an updated certificate of insurance to the Association. *Section 15.10, Declaration of Condominium*

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, 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.

Any Owner wishing to install new flooring is required to ensure that a sound control underlayment system is used which insulates against noise transmission (*Section 11.2.D.5, Declaration of Condominium*) and 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 dental floss, handwipes, 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 (follow the instructions and guidelines the Association publishes periodically in a Hurricane Preparation Booklet).

Installation of washers and/or dryers inside a Unit is prohibited. *Section 12.17, Declaration of Condominium*

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 recycling cans.

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

Newspapers, magazines, and 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

Washers and dryers may only be used between the hours of 7:00am and 9:00pm.

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.

Pool hours are from 7:00am to 10:00pm.

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/or 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 such as those involving playing ball, jumping, running around the pool, and large floats 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 and the rooftop are for the use of the Owners, residents and a limited number of their Guests. They are not to be used for outside civic or non-resident social affairs without **BOARD APPROVAL**. Use will be according to a separate set of rules adopted by the Board from time to time. A Use of Penthouse Request form may be obtained from the current property management company's website.

No activities such as parties are allowed after 11:00pm except for New Year's Eve.

Resident social affairs shall be entered on the Penthouse calendar located in the mail room. 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 property 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.

WORKMEN, SERVICE PERSONNEL AND DELIVERIES

Owners who engage services or have arranged for deliveries shall advise the company or person(s) of the following rules:

They must use the Marigold Lane entrance and **PARK IN THE REAR** of the building. Deliveries at the front entrance have damaged the steps. 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.

They must **USE THE SIGN-IN SHEET** located at the back entrance so that they can be located in the case of an emergency.

They **MAY NOT USE THE SHOPPING CARTS** and **FLAT BED CART** that are for **RESIDENTS ONLY**. Heavy loads have damaged the carts.

They must **USE THE QUILTED PADS** (located in the brown chest in the mailroom) **IN THE ELEVATOR** when moving heavy loads. Heavy loads have damaged the panels in the elevator. Quilted pads are to be removed at the end of the work day.

They must **REMOVE CONSTRUCTION DEBRIS** from the property.

They must **CLEAN UP** on the **WALKWAYS** and in the **ELEVATOR**. If they do not do so the Owner must do it.

Official **WORK HOURS** are 8:00am – 5:00pm Monday – Saturday.

PROHIBITED VEHICLES OR ITEMS AND PARKING

Section 12.4, Declaration of Condominium lists and describes:

1) Prohibited vehicles and items in Section A - such as but not limited to dirt bikes, off-road vehicles, trailers, campers, RVs, etc.

2) Exceptions in Section B - such as but not limited to moving vans, service vehicles, police and emergency vehicles, etc.

3) Classifications and definitions in Section C – such as classifications of trucks and commercial vehicles.

4) Additional regulations in Section D – such as but not limited to no repairs of a vehicle, no unregistered vehicles, no parking on the grass, no horns, no racing engines, no blocking entrances, exits and other residents' vehicles, no stopping/standing in the middle of the driveways, etc.

All Owner's vehicles must fit within the space allotted by one parking space. A vehicle taking up more than one space must be moved to where it will fit.

If the owner of an offending vehicle does not remove a prohibited vehicle or improperly parked vehicle from the condominium, the Board shall have the option and right to have the vehicle towed away at the vehicle owner's expense. *Section 12.4.E., Declaration of Condominium*

Parking decals have been distributed to each unit and are required to be displayed in the back window of vehicles so that the owners may be notified if vehicles must be moved in the case of maintenance issues or an emergency.

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 to enforce these Rules and Regulations. Section 8 of the By-Laws provides a System of Fines for Non-Compliance. Section 8.4 specifically allows for a maximum of \$100 per violation.