# CHATEAUX DE BARDMOOR CONDOMINIUM OWNERS ASSOCIATION, INC. <u>APPLICATIONS FORMS AND DOCUMENTS</u>

This application is for SALE or LEASE in Association Number
Date:
Seller/Owner(s) Name (s) (if known)
Street Address:
Purchaser(s) Name(s)  THIS PROCEDURE MUST BE FOLLOWED PRIOR TO OBTAINING FORMAL APPROVAL FOR THE PURCHASI ORLEASE OF A CONDOMINIUM IN CHATEAUX DE BARDMOOR:
Please make sure the required forms are completed and signed where required.
An application check in the amount of Fifty Dollars (\$50.00) payable to Chateaus de Bardmoor.
Completed Realtor Section and signed by all applicants (Page 2)
All applicants sign the Application for Proposed Sale form. (Page 3)
The Age Verification form & Fair Housing Act accompanied by a copy of proof of age document (Page 4)
If this is a sale, the Appointment of Voting Member form (Page 5) is completed.
Complete the Emergency Information form (Page 6)
Complete the <i>Dial Directory</i> form (Page 7)
General & Recreation Rules & Regulations as amended May 2019 (Pages 8 through 14)
Request for Remodeling & Landscape Improvement Form (Page 15)
Recreation Facility Rules and Regulations (Pages 16 through 19)
Community Website information and logon instructions (Page 21)
Signed Understanding and Acceptance of Condominium Rules and Regulations. (Page 22)
Certificate of Approval signed by an Officer of Chateaux De Bardmoor COA for sales or leases. (Page 23
Director's Questions for new owners and tenants document (Page 24)
If this is a lease, a copy of the signed lease is attached herewith.
Condominium documents require that all prospective buyers or lessees be interviewed prior to purchase or lease of a condominium in this Association. Please submit this application and all of the required document-noted above <u>14 days</u> prior to the date of the proposed or scheduled interview.
Completed application which encompasses the above items may be mailed, faxed, or hand-delivered to the applicable Association Director, or to RESOURCE PROPERTY MANAGEMENT, 7300 PARK STREET, SEMINOLE, FL 33777.  PHONE: 727-581-266  FAX: 727-584-2118

05-22-2019 Page 1 of 25 Buyer's Initials \_\_\_\_\_

#### **REALTOR SECTION**

Closing Agent's Name (Sale only)	Phone #			
Realtor's Company Name	Phone #			
Title Company Name	Phone #			
Title Company Email Address				
IMPORTAN1	r notes			
	1.140.123			
Purchaser acknowledges notice of the following items:				
a) All sales and leases required approval by the COA Board of Directors. Failure to obtain such approval will result in the COA taking legal action to preserve the rights of owners asprovided for in the COA Declarations.				
b) Applicant will receive copies of the GOA G Regulations, the Declaration of ownership	General Rules and Recreation Facility Rules and and the current Association By-Laws.			
c) No person under the age of eighteen (18) shall be allowed to permanently reside in o occupy any residence for more than thirty (30) days in any one calendar year.				
d) Pets are allowed. Pets whose weight exceeds thirty (30) pounds are not permitted unle it is a certified and medically necessary Service Animal.				
e) I/we agree that it is in the best interests of the COA to investigate all proposed applicantsprior to purchase or lease of a condominium in the association. Further, we agree that the Bardmoor COA, or Assigns, may investigate our application.				
Applicant's Signature	Date			
Applicant's Signature	Date			

05-22-2019 Page 2 of 25 Buyer's Initials \_\_\_\_\_

This application is for SALE \_\_\_\_\_ or LEASE \_\_\_\_\_ in Association Number \_\_\_\_\_

Proposed Sale Clos	ing Date	OR Lease fr	om		to	_
Villa Address			Current Ow	ner's Name		
Applicant's Name:				DOB _		
Lease Applications O (Per: FS83.683 appro		-		ted application	package)	
Telephone # Home		Work		Cell		
Spouse or Occupar				505		
Current Address:		City			State	
Vehicle Owned:	Make	Model		_ Lic. Plate #		State
Vehicle Owned	Make	Model		_ Lic. Plate #		State
Employment (if ap	plicable)					
Business Name				Phone #		
Business Address				Posit		
References						
Name	_	Address		P	hone _	
Nama		Address		P	hone _	
Name	_	Address		P	hone _	
Pet Information (N	lote: Maximum pe	et weight is 30 po	unds. Medically	verified service	ce animal	s are excluded.)
Breed	Color		Weight		Age	
Tag Number		Date of last	vaccinations:			
Applicant's Signat	ure			Date		
Applicant's Signat	ure			Date		

05-22-2019 Page 3 of 25 Buyer's Initials \_\_\_\_\_

## Age Verification Form FAIR HOUSING ACT

I/We are the permanent occupants located at Chateaux De Bardmoo	r No a Condominium.
My/Our unit address is	in Seminole, FL 33777
I/we understand that the Association is required by Federal Law to viso that the community can qualify for the Housing for Older Persons Amendments Act of 1988 and the Housing for Older Persons Act of a community lifestyle and prevent children from permanently residing	Exemption to the Federal Fair Housing 1995 necessary to maintain our retirement
The following information is true and correct:	
As of the date shown on this affidavit, there was at least one is 55 years of age or over.  YES NO _	(1) person occupying the unit address who
2. Please identify the occupant(s) who is/are over 55:	
Name:	Date of Birth:
Name:	Date of Birth:
3. Please identify all other occupant(s)	
Name:	Date of Birth:
Name:	Date of Birth:
<ol> <li>I am providing one of the following as proof for all occupanhereto for the association records.</li> </ol>	ts, and a <u>copy</u> of the document is attached
a. Birth Certificate	
b. Valid Driver's License	
c. Medicare Identification	
d. Voter Registration Care	
e. Other	
Dated of this day of	
Unit Owner/Occupant Signature	Unit Owner/Occupant Signature
Unit Owner/Occupant Signature	Unit Owner/Occupant Signature

05-22-2019 Page 4 of 25 Buyer's Initials \_\_\_\_\_

# **VOTING CERTIFICATE**

	Chateaux De Bardmoor No	Condominium Association, Inc.
	We, the undersigned, being all of the owners of the certify that one of the following names is the all ain such designated voter until the certificate is re	uthorized voter for the foregoing unit and shall
Nan	ne of Authorized voter	
Dat	e this form is completed	<u></u>
	ase select the signature category below which descropriate placed:	ribed your form of ownership and sign in the
(A)	We are natural persons who are the owners of the	e above-described unit.
	Owner	Owner
	Owneror	Owner
(B)	We are the President or Vice-President and Secre namedunit.	tary or Assistant Secretary of the Corporation
	President/Vice President	Secretary/Assistant Secretary
	or	
(C)	I am the General Partner of the General or Limited	d Partnership named which owns the above-described unit
	General Manager/Partner	
	or	
(D)	I am the Trustee of the Trust namedwhich owns the above-described unit.	
	Trustee	

05-22-2019 Page 5 of 25 Buyer's Initials \_\_\_\_\_

# **Emergency Information Form**

<b>COA Association</b>	Number	
------------------------	--------	--

Please complete the follow	ving information:		
Owner Tenant	Unit Address		
Last Name:		First Name	
	Please Print		Please Print
Spouse's Name			
	Plea	se Print	
Cell Phone:	Tel	ephone:	
In case of emergency, ple	ase notify:		Phone:
Primary Care Physician Na	ame:		Phone:
Preferred Hospital:			
	or relative have a key to the property		_ No
If yes, whom?		Phone:	
Address:		Relationship	
	ntact name:		Phone:
Address:		Relationship:	
	want known such as a medical cond		, please list:
	ormation will be in the custody of y		-
with law enforcement or f debilitated and/or unrespo	irst responders and your emergency onsive.	contact stated ab	ove should you become
Date:	Owner/Occupant Signature:		·····

05-22-2019 Page 6 of 25 Buyer's Initials \_\_\_\_\_

# Application to be in the community Dial Directory

The directory is published once a year and is distributed ONLY to Chateaux De Bardmoor residents. You are urged <u>not</u> to provide copies of the directory or listing therein to anyone outside of the Chateaux De Bardmoor COA community so as to minimize the spread of "junk" or "robo" phone calls.

Pleas	se print:	
	Ge print: (Last name)	(First Name)
	(Last name – if different)	(Spouse or second name) ##
Phone	number to be listed (Y / N*) *if <b>NO</b> , list my name in director, but number as "unlis	
	*if <b>NO</b> , list my name in director, but number as "unlis Please initial here	ted."
## Are	e two separate phone listings desired?	
Are yo	ou: New Owner Tenant Seasonal Visitor	
List as	"new resident" on website? Yes No (www.	v.chateaux-debardmoor.com)
Street	address:	Assoc. #
Seller	s name:	
	(if known, who should be removed	rom directory)
	email address:	
(For b	roadcasting authorized urgent information or emergend	cy communication purposes only)
Cc:	Dial Directory Director	

05-22-2019 Page 7 of 25 Buyer's Initials \_\_\_\_\_

# CHATEAUX DE BARDMOOR CONDOMINIUM OWNERS ASSOCIATION, INC. General Rules

#### **Amended May 2019**

Condominium living customarily demands that individual lifestyle preferences of owners or tenants can be pursued or conducted only as long as they do not conflict with the lifestyles of other occupants in the same association. A high degree of cooperation is required in order to ensure the safety, comfort, and privacy of occupants. Therefore, the Board of Directors has established the following rules to govern the use of the common elements. If any rule is in conflict with the Declaration of Condominium or By-Laws, the latter will prevail as they relate to Condominium Associations #1, 2, 3, 7, 8, 9, and 10, collectively referred to as the Condos.

#### 1. <u>Maintenance</u>:

- A. The Board of Directors, and only the Board, may enter into contracts and/or approve COA contracts. This also applies to the maintenance of common elements. The maintenance contractors are hired to perform specific services and will not respond to special requests by unit owners. Such requests must be directed to the COA Board in writing. Only nominal amounts of money pre-approved by the Board may be used by an Association Director at their discretion.
- B. <u>All repairs that may in any way alter the appearance of common elements must be pre-approved by the COA Board</u>. In addition, the contractor or repairperson performing the work must also be pre-approved by the Board.
- C. All trees, shrubs, fences, roads, flowers, hedges, bushes, and grass areas are considered common elements. Beyond contract maintenance, <u>any unit owner wishing to alter in any material way the appearance of these common elements must submit a written request for the Board approval prior to beginning any such alterations.</u> All expenses for such alterations are to be paid for by the unit owner, except where such change is for the benefit of all owners in the Association.
- D. No exterior wall door, window, driveway, patio, or limited common element may be altered, painted, or otherwise changed without a written request to and approval by the Board.

  See request fer *Remodeling Improvements & Landscape Change* form on page 15 herewith.
- E. All work to be paid for by the unit owners shall be done weekdays (except holidays) between 8:00AM and 5:00 PM except in an emergency.
- F. In the event of an emergency, unit owners may deal directly with the Property Manager or the Director of their Association.
- G. Emergencies Include but are not limited to:
  - 1) Any break in a water pipe outside of a building.
  - 2) Any break or other problem with the sprinkler system. (Call the property manager or your Association Director).

#### H. Roof problems

- 1) For warranty work or needed non-emergency repairs call your Board representative.
- 2) For a major leak or break at night or weekends, call the COA management company or your Board Director. You are reminded that roofs over limited common elements such as patios and unit additions are the responsibility of the unit owner and not the Association.
- 3) All interior plumbing and electrical problems are the responsibility of the unit owner. All

05-22-2019 Page 8 of 25 Buyer's Initials \_\_\_\_\_

repairs, improvements, or modifications require the use of a State licensed and insured electrical or plumbing contractor. Exception: Plumbing blockage of wastewater discharge under the foundational concrete slab due to pipe failure or collapse or undefined natural causes shall be the responsibility of the Association in which the problem has occurred.

#### 2. Pets:

- A. Small pets (under 30 pounds) can be a great source of comfort and make good companions for their owners. Certified and medically necessary Service Animals are excluded from this requirement.
- B. However, the Board recognizes that our common elements are not conducive to keeping pets, especially dogs and cats.
- C. Thus, pets are prohibited on the common elements, and our Association has no dog "walking" areas.
- D. In accordance with Pinellas County Animal Laws [Chapter 14, Sec. 14-63, Dogs or Cats at Large: (a) No dog or cat shall run at large (defined as not controlled by a leash or tether) within the county. Any person who possesses, harbors, keeps, or has control or custody of any dog or cat which is running at large shall be in violation of this article, regardless of the knowledge, intent, or culpability of the owner.]
- E. Feeding of pets, strays, or wild animals, on the common elements is prohibited, since food attracts undesirable vermin.
- F. Please be reminded that you may not walk your dogs or allow cats or dogs to roam on common elements, including the recreation facility. The nearest public area for dog walking is the median on Bardmoor Boulevard, with the use of a "poop-scooper" as required by county ordinance.

#### 3. Roads and Parking:

- A. All roads in our Association's area are private, with easements that provide us with vehicular access to and from the public roads. Nothing in our documents suggests that these roads (Annwood, Brentwood, Candlewood, Ayrshire, Berkshire, Camshire) were designed for any purpose other than for such use by the Chateaux de Bardmoor villas, thus precluding unrestricted use by non-residents. Indeed, the roads are an integral part of our common elements (our front yard), and guidelines for their use are designed to accommodate the safety, comfort, and privacy of unit owners bordering those roads. While there are continuing efforts to prevent non-residents condo associations from using our roads, including appropriate signs, and policing, there is much we, as villa owners, can do to make the roads we own and maintain safe, make them last longer, and keep them passable and attractive.
- B. In order to minimize traffic congestion, owners are asked to use the exit/entrance closest to their units when accessing Bardmoor Boulevard or returning to their units from the Boulevard.
- C. There will be no overnight parking on any of the roads. Unit occupants should utilize unit garages, driveways, or guest spaces provided by their association for parking, day or night. Parking a motor vehicle on grass or earthen surfaces intended for grass is prohibited.
- D. No recreational vehicles or commercial vehicles are permitted to park at any time, day or night, on common elements, roads, and driveways or in garages, except short-term parking by moving vans, maintenance, or repairman's vehicles. Recreational vehicles may use the recreation hall parking lot or association parking pads overnight for loading/unloading in preparation for departure/return from a trip. No boats, trailers, or inoperative vehicles may be parked at any time in garages, driveways, or roads or other common elements.
- E. There will be no skateboarding, roller skating or push scooters permitted on the roads. Playing

05-22-2019 Page 9 of 25 Buyer's Initials \_\_\_\_\_

- games on the roads is prohibited.
- F. The posted speed limit will be enforced.
- G. Unit occupants who use the roads for walking or bicycling are asked to do so at hours and in ways that do not jeopardize other's rights to quiet occupancy, safety, and privacy. In other words, apply the "Golden Rule" in the use of common elements.
- H. Each unit owner has a duty to remind those who are not members of our umbrella association that they have no special rights regarding the use of our roads or other common elements, particularly since we pay for repairs and replacements, and they do not.

#### 4. Buildings (individual units) and Miscellaneous:

- A. Any sale, lease, or transfer of ownership of a unit requires Board approval, as further provided for in the Declaration of Condominium.
- B. A unit may be used only as a personal residence, not for commercial purposes. Noise creating machinery in the pursuit of a hobby should be limited to weekdays from 9:00 a.m. to 5:00 p.m., Monday through Friday.
- C. The purchase of a unit by a corporation will not be permitted, except as allowed .in the Declaration of Condominium.
- D. Owners will allow the Board or agents and/or employees of the Association, at reasonable times, to enter any unit for purposes of inspection, maintenance, repair, or replacement of improvements within the unit or in case of emergency, or to determine compliance with rules of use set by the Board.
- E. Unit owners will be required to provide their Director with a name and phone number of a person to contact in emergencies.
- F. Unit owners shall not display or allow to be displayed any sign, banner, emblems, advertisements, or notice of any type on the common elements, or in the unit when it is visible from the outside of the unit, including for sale, lease, or similar signs, except as approved by the Board. Signs advertising open house sales may be displayed for not more than four (4) hours, and not more than one (1) day a week. Signs advertising Estate sales may be displayed for three (3) consecutive days on the property where the sale is being held,
  - F.1. The Board reserves the right to establish guidelines for, and to approve, the size and placement of nameplates.
- G. One portable, removeable American Flag may be displayed in a respectable way on a flagpole, which may be affixed to the garage support column five (5) feet from the ground, using a standard flag mounting angle fixture. Owners with existing non-conforming poles may keep them as is. The flag will not measure more than three (3) by five (5) feet.
- H. No clothing or laundry may be displayed on the common elements.
- I. No exterior antennas or aerials may be erected without Board approval.
- J. No gas or charcoal appliance may be used inside or under cover of a unit. In accordance with Seminole fire regulation, they must NOT be within ten (10) feet of any structure when in use.
- K. Owners may purchase and use generators during extended power outage. In accordance with Seminole fire regulations there cannot be any gasoline in the generator when it is stored. Never use a generator indoors or in an attached garage. Be sure to place the generator where exhaust fumes will not enter any structure/unit/garage. Only operate generators outdoors in a well-ventilated, dry area, away from air intakes to the unit.
- L. COA Hurricane/Storm Shutter polity: Residents may install shutters seven (7) days prior to an anticipated storm event. Shutters are to be removed within ten (10) days after the storm has

past unless there is damage to an extent which prevents said removal. They may be of any type approved by the State of Florida. Aluminum panels, plastic panels, galvanized steel panels, or roll downs, clear panels or 5/8" plywood panels have been approved. If a resident is to be out of the area for a significant period of time (two plus weeks) during the hurricane season, they may install aluminum panels or clear panels on windows visible from the street, but plywood may not be used on ANY windows wherever located during the period of their absence. *See Hurricane guidelines on page 13*.

- M. The COA condominiums have elected "over age 55" status. Thus, at least one occupant of each unit must be 55 years of age or older. Absentee or seasonal owners may allow family relatives or tenants who are not 55+ years of age to occupy their unit during their absence so long as the owner returns on a periodic basis and maintains legal and financial responsibility for the upkeep of the dwelling. No person under the age of 18 may permanently reside in a unit. "Permanently" is defined as more than thirty (30) days in any 12-month period.
- N. All garbage must be placed in tied plastic containers (bags) and out at the end of unit driveway by 9:00 a.m. on Tuesday and Friday of each week for scheduled pick-up. The containers (bags) are not permitted to be out overnight. Recycling materials will be added as directed from time to time.
- O. Owners and tenants will be responsible for any damage to the common elements caused by them, their guests, and/or invitees. This includes damage caused by grills and/or generators and especially in-ground and above ground sprinkler heads or associated plumbing.
- P. No owners or tenant will permit anything to be done or kept in a unit which may adversely affect insurance rates for the unit or common elements, or which will obstruct or interfere with the rights of others, or to create unreasonable noise, commit or allow any nuisance, immoral, or illegal act in a unit or on the common elements. Each unit shalt also be maintained in a clean and sanitary manner.
- Q. No repairs may be made within a unit that in any way would affect the common elements unless the Board approves repairs and technicians. Licensed plumbers and electricians are required to perform work within the units.
- R. No garage sales are permitted. The Board may approve a written request stating the circumstances such as death or relocating due to health, etc. for an estate liquidation sale, but it will be limited to not more than once per unit owner; and duration will be limited to three (3) days. No consignment goods are allowed to be brought in for such sale.
- S. There shall be no solicitation allowed in this association or on association's roads at any time.

It is believed that these rules governing common elements, individual units, roads are consistent with the law, the Declaration of Condominium, and the By-laws. Any conflicts in interpretation will be decided in a manner consistent with the documents. It is further understood that COA rules may change, or rules may be added, or deleted from time to time by the COA Board. Owner input is encouraged. But most importantly is the need to comply with the rules in order to enhance our property values and to improve the quality of life for all of our residents.

#### Nota Bene:

There may be times when an owner may want to address the board on an issue or concern. Please be advised of the following guidelines for communications with your COA Board.

A unit owner desiring to speak at a COA Board meeting must file a request with the association president at least twenty-four (24) hours in advance of the meeting. At the COA Board meeting each unit owner is limited to three (3) minutes of speaking time. You are well advised to have your remarks or presentation well organized using notes or a written speech <u>confined to one subject</u>. An extemporaneous rambling speech is not appreciated. Unit owners are welcome to come to any COA meeting but may not participate. Board meetings are typically held in the main room at the Clubhouse on the 2<sup>nd</sup> and 4<sup>th</sup> Thursdays of each month at 11:00AM.

A brief discussion period will be held at the close of each meeting. This discussion period will give unit owners the opportunity to bring any items to the board's attention that may then become an agenda item for a subsequent meeting.

#### **HURRICANE GUIDELINES**

All outside figurines, furniture; plants, grills, etc. should be put in your garage. Everything becomes a missile during severe winds.

If you leave for the summer or you leave because of the storm, please turn off your water! Turn off the circuit breakers for all unnecessary appliances (clothes dryer, washer, dishwashers, stove, hot water heater etc.) DO NOT rely on your neighbors to take care of these things for you.

Make sure a neighbor (or your Association President) has your key and your contact number.

If we lose power, turn off the circuit breaker to the air conditioning system and refrigerator / freezer.

Pool furniture is stored in the Recreation Hall by volunteers a day or two before the expected storm. The pool is NOT to be used when the power is off. The pool pumps need to be operating for the safety of everyone.

#### LANDSCAPE POLICY

It is commendable that Chateaux De Bardmoor unit owners consider the common elements in the front and back of their villas as "private property". Indeed, such an attitude often creates a feeling of pride that is reflected in owners spending personal time and money to improve the landscaping adjoining their villas.

These efforts, however, while well-intended, can create irregular or conflicting landscape patterns and a situation where owners who desire more simplified landscape pay for the more exotic tastes of others, as well as setting up a gardening system that may not be maintained by a future buyer of the unit. These irregular patterns also present a problem for equal maintenance by contract workers. It is understandable that some residents like a degree of privacy, and certain planting can accomplish this, but if it infringes on the rights of others or causes an area for insects, vermin, or fruit spoilage, it is not best for everyone. The common rights of others must be considered, as well as the cost of extra trimming and care on common property, in addition to the fact that maintenance workers need uniform guidelines to follow for equal maintenance.

Some examples seem appropriate to shed light on the above cited problem:

First: Owners who have only one palm tree in "their yard are paying for the trimming of several (and often more expensive-to-trim) palms trees in the neighboring yards.

Second: In addition to palm trees, "ornamental" trees over 7-feet (Holly, Scheffleras, Podocarpus, Ficus, etc.) require extra trimming, and if they get very tall would mean extra cost, whereby owners who

05-22-2019 Page 13 of 25 Buyer's Initials \_\_\_\_\_

have few such trees or none over 7 feet are having to pay extra for those who planted several and/or allowed them to grow beyond 7-feet.

Third: Many owners have extended their bush and flower beds or planted shrubs and flowers that require more expensive care than for units with less plantings, thereby forcing all unit owners to pay for the personal preferences of a few with more elaborate and expensive tastes.

Fourth: Planting of fruit or other trees in certain areas, as well as placing hanging plants off limbs of trees, can complicate mowing, fertilizing, and trimming programs. This leads to more extensive maintenance, and costly tree removal, plus the clogging of gutters, cracking of walls, foundations, and clogged sewer pipes created by tree roots.

Fifth: Bribing maintenance workers to do extra work on individual unit area defeats the purpose of the maintenance contract and is against COA and contractor rules and policy.

Many owners feel they can spend personal time and money maintaining their own "personalized" landscaping. While admirable, there is no assurance that all owners will take the same care at the same time in order to achieve uniformity of trimming, weeding, etc., nor can it be expected that each subsequent owner will continue the extra effort, not to mention units that are rented or remain vacant part of the year.

In light of the described problems, the COA Board of Directors recognizes that it has the responsibility to provide for the maintenance of the common elements as defined in the Condominium Documents and in Condominium Law, at an equitable cost to all. This includes full responsibility for, and authority over, what trees, shrubs, flowers, and grass may be planted, replaced, and removed. It must be further emphasized that, contrary to some belief, individual unit owners do not own, exclusively any of the grounds outside the walls of their units, and grass, tree, bush, etc., planted there is part of the common elements owned by all units in the condominium. Therefore, in order to clarify the intent and obligation of the Board, the following Rules have been adopted, mindful that attractive landscaping (including some degree of uniformity throughout the common elements) can enhance unit owners' appreciation of their living accommodations and the value of the units, as well.

In view of the foregoing information a big saving in cost will be realized because uniformity in landscaping will cut many of the conflicting directions to the maintenance service men. All of us have areas we like to work with to our own design, but this may not fit in with others, and thereby the costs go up. The overall plan is to help take care of our property at the least cost and still have good landscaping.

Any landscape modification requires COA Board approval using the Remodeling Improvement and Landscape Change form (found herewith on page 15) to make such a request. Owners may find it worthwhile and educational to consult with the management of the landscaping contractor for ideas and suggestions concerning appropriate flora and fauna suitable for Florida's climate that will not cause an increase in labor costs to the association. If the groundskeeping/ landscaping company management disapproves of your plan, the COA Board will also disapprove. If a unit owner undertakes a significant landscape modification without obtaining Board approval, the Board will instruct the landscaping company to remove the offending and unauthorized vegetation and return the land to "as was" at the unit owner's expense and without compensation for the cost of the offending vegetation.

#### REQUEST FOR REMODELING IMPROVEMENTS OR LANDSCAPING CHANGE

	I/We		request permission from the
	Board of Directors of Chateaux de Bardmoor to ha	ave the following R	emodeling Improvements and/or
	Landscape Changes at		Condo Association #
	Street Ad	dress	
	Description	of Improvemen	nts
	Contractor agrees to be responsible for repair to		Road if there is any damage
	The Work will be accomplished by: Contractor Na	ame:	
	License Number Contractor Add	ress:	
	Contractor Phone #		
	Contractor Insurance Company		
	County Permit Number (if required)		_
	Work to be done: From	to	
	Date		Date
improv constru approv Unit Ov	the Unit Owner's responsibility to repair or replace vement. Unit Owner agrees to be responsible for uction, and continued maintenance and existence of yed by the Association. The Chateaux de Bardmoor wher for repairs or replacement of any common are 30) days of completion of work.	or all costs and exp f the improvements Board of Directors	penses incurred in the installation and s as shown in the plans submitted to and s reserve the right to inspect and bill the
	Unit Owner Signature		Date
	Approved by Chateaux de Bardmoor Board of Di	rectors	Date

05-22-2019 Page 15 of 25

#### RECREATION FACILITY RULES AND REGULATIONS

#### Amended May 2019

To ensure the safety and benefit of association members and their guests, the COA Board of Directors deemsit essential to have reasonable rules governing the use of the recreation facility and the adjacent common elements. Therefore, all COA rules and regulations must be followed. We want all residents to enjoy the use of the facility and ask that you treat it as you would your own property.

- A. General Rules applicable to all recreational facility users
  - 1. Permitted uses of the recreational facilities will be determined by the COA Board of Directors and may change from time to time.
  - 2. The recreation facility rooms will be primarily used for COA functions.
  - 3. Facility users shall avoid any action that may damage the premises, compromise its security or appearance, or endanger the safety or health of the members or users.
  - 4. No pets are permitted inside any area of the recreation facility.
  - 5. Use of the recreation facility for any function organized by the COA or the Bardmoor Social Club shall be free of charge as long as all recreation facility rules are followed.
  - 6. Members shall be entitled to use the main room free of any rental charge once per calendar year.
  - 7. All non-member events may require a security deposit in advance to ensure proper cleaning and maintenance of the COA premises.
  - 8. The Board of Directors may require liability or other appropriate insurance in connection with anyfunction, whether or not a rental fee is charged.
  - 9. As may be required by the COA Board, all non-member events shall require the renter to obtain a one million dollar (\$1,000,000) Special Event insurance policy with the COA named as an additional insured.
  - 10. As may be required by the COA Board an any event where alcohol is served, renters or users are required to hire, at their expense, a licensed private security guard who is to remain on the COA premises during the entire event. **The COA reserves all rights to enforce this rule.**
  - 11. At the discretion of the COA Board of Directors, maintenance, cleaning, or repair fees may be assessed against any facility user that abuses or fails to comply with recreation facility rules.
  - 12. Rental of other parts of the recreation building does not include use of the pool area.
  - 13. Rental or use of any <u>one</u> area of the recreation facility does not prohibit the simultaneous rental of another recreation facilities areas; nor does it prohibit simultaneous member use of the unrented recreation facility areas.
  - 14. The COA Board of Directors may, when it is deemed advisable, consider long-term leases of approved areas.
  - 15. Shoes and shirts are required in the recreation building at all times.
  - 16. Wet bathing suits are not permitted, except in the pool area.
  - 17. Bardmoor COA is a 55+ community and has no appropriate facilities for youth activities thus, youthprograms or functions will not be permitted.
  - 18. Any child under 16 years of age must be accompanied by a unit owner while on the recreation facility premises.
  - 19. Loud noise or the playing of loud music at any event within the recreation facility is not permitted. Music and/or sound levels must be at consistent with the neighborhood and with prevailing ordinances at all times and shall not constitute a nuisance. For the purpose of this rule, the volume level is considered excessive if any neighbor complains to the facility user.
  - 20. No Smoking is permitted in the recreation facility building or in the pool area at any time.
  - 21. Maximum occupancy of any room, as established by fire authorities, shall not be exceeded.
  - 22. For safety reasons, all exterior doors to the Main Hall must be unlocked while the room is in use.

- B. Hours of operation for recreation facilities
  - 1. The recreation building will be available to members daily from 8:00 am to 10:00 pm.
  - 2. Recreation facility events shall cease not later than 9:30 pm to permit sufficient cleanup time and to allow the building to be secured by 10:00 pm.
  - 3. The pool will be open daily from 8:00am to dusk.
  - 4. The library, shuffleboard and billiards room will be avail to members during normal building hours.
- C. Persons eligible to use the recreation facility.
  - 1. Members, defined as owners and renters residing in Associations 1, 2, 3, 6,7,8, 9 and 10.
  - 2. Renters, defined as those who rent a unit in Association 6 or who are authorized by the COA Board of Directors to rent or lease a unit within Associations 1, 2, 3, 7, 8, 9 and 10, and who, for the purposes of this document, are considered members.\
  - 3. Guests, defined as visitors of owners and renters residing in Associations 1, 2, 3, 6, 7, 8, 9 and 10.
  - 4. Associate members, defined as non-owners who pay dues to the Bardmoor Social Club and who are entitles to participate in all social club functions.
  - 5. Non-members, defined as those who may rent or lease a portion of the recreation facility subject to approval by the COA Board of Directors.

#### D. Room Reservation & Event Rules

- 1. Use of the recreation facility, based upon space availability, will be on a first come, first served basis.
- 2. Reservations to use recreation facilities may be made by contacting the schedule manager during normal business hours.
- 3. The person who books an event will be responsible for any property loss and/or damage to the facility.
- 4. The COA and individual condo associations, except numbers 4 and 5, may use the recreation facilities for annual, Board and other special meetings without charge.
- 5. Bingo, poker, and other games will be permitted, subject to the sponsoring group meeting all legal private "games-of-chance" requirements.

#### E. Outdoor Area Rules

- 1. Shuffleboard Court
  - a. Users shall avoid walking on the painted shuffleboard surf ace.
  - b. Shuffleboard equipment is stored in the billiard room.
  - c. When members are finished using the shuffleboard equipment, it shall be returned to the billiard room.

#### 2. Swimming Pool

- a. Only members and their invited guests may use the pool area.
- b. Access to the pool area may require appropriate identification.
- c. Alcoholic beverages are not permitted in the pool area.
- d. No running, jumping, diving, littering, or cooking is allowed in the pool area.
- e. No smoking is permitted in the enclosed pool area.
- f. No pets are allowed in the pool area as per Board of Health regulations.
- g. Non-toilet trained children, "waterproof" diapers notwithstanding, may NOT use the pool under any circumstance.
- h. All Children under 16 years of age must be accompanied by a unit owner at all times.
- i. NO glass containers are permitted in the pool area at any time.
- j. No furniture may be removed from the pool area. Please do not allow children to play on the furniture.
- k. Between 8:00 am and dusk, the east parking pad adjacent to the pool area is designated for those using the pool and library.
- I. The maximum pool capacity is 20 persons.

#### F. Key Access Control

- 1. To assure building security and key control, the COA will maintain an inventory 11st of all keys issued.
- 2. A key deposit will be required for each COA key issued.
- 3. Key deposits will be refunded when the key is returned.
- 4. Master keys are issued only to those specifically approved by the COA Board of Directors.
- 5. COA Directors may be issued COA keys free of any deposit.
- 6. COA Directors will return all COA keys at the end of their term as Director.
- 7. The COA Board of Directors may approve issuing a key to persons who require their use on a regular basis.
- 8. COA keys are available from the key custodian.
- 9. Members must sign for the key and agree that the key will not be loaned or duplicated.
- 10. An Associate Member shall never be issued or loaned a COA key for any reason.
- 11. Keys are available to the following users who must pay the deposit and sign for the key:
  - a. Single occasion users.
    - i. An outside rental group or a member may obtain a key for specific function.
    - ii. The key will be issued only for that specific event and only for the room they have leased or rented.
    - iii. To ensure timely key return to the key custodian, main hall renters may be charged a refundable \$25 key deposit.
    - iv. The key is to be returned no later than the following day.
  - b. Long termtenants
    - i. Key availability will be determined by the COA Board of Directors
  - c. Building keys
    - i. Renters may obtain a key to the building on the day prior to their scheduled event from the schedule manager.
  - d. Pool keys
    - i. Members may obtain pool area keys by paying a refundable \$10.00 key deposit.
    - ii. Pool keys shall be limited to one key per condo unit.
    - iii. The pool key will open the pool gates, the library, and the billiard room.

#### G. Bardmoor Social Club

- 1. The Social Club is a committee of the COA Board of Directors
- 2. All Social Club activities and rules required prior COA Board of Directors approval.
- 3. Membership in the Social Club is open to all unit owners and tenants and is voluntary.
- H. Room rental, cleaning, and impact fees
  - 1. The COA may require a full deposit in advance to protect a rental reservation.
  - 2. A rental cancellation must be made at least 7 days in advance of the use date, or thedeposit may be forfeited.
  - 3. Business or office-related use of the rooms shall be at the full established rental fees, even if a member is associated with the business.
  - 4. It is the responsibility of the person booking the room or signing the Rental Agreement to assure proper room cleanup.
  - 5. Regardless of the event, the sponsoring group (member or non-member) must clean up immediately after completing their event.
  - 6. Room cleanup is to be completed prior to 10:00 pm on the day it is used.
  - 7. When necessary, the COA Board may assess users a special cleaning fee. Suchassessment will be applied equally among all user groups.
  - 8. Room cleaning fees may be charged at any time by the COA Board of Directors.

#### I. Rental Fee Schedule

- 1. Non-resident rental fees are \$150.00 for the main room and \$55.00 for the Social Room. If food is served, add \$55.00 to rental fee.
- 2. Residents may use the Clubhouse main room at no charge once/ year. If food is served, there is a charge of \$55. The user must return the room set-up to "as found".
- 3. Local Condo Associations meeting may use the main room for \$55.00 rental fee.
- 4. The County Election Board rental fee is \$300.00/days.
- 5. There will be no fee for Funeral functions for deceased residents' families.
- J. See also Recreation Hall Rental Agreement copy attached herewith. Also, may it be found on Chateaux De Bardmoor website or call Rec Hall Manager as listed in your community Dial Directory front page. Alternatively, contact your Association Director.

# CHATEAUX DE BARDMOOR CONDOMINIUM OWNERS ASSOCIATION, INC. RECREATION HALL 8345 BARDMOOR BLVD. SEMINOLE, FL 33777

#### **RECREATION HALL AGREEMENT**

This is a residential community and certain guidelines are necessary for the use of the Recreational Hall at a reasonable cost. We want you to enjoy your use and time in the facility and we ask that you treat it as you would your own property. The primary contact for hall rental is listed in your community Dial Directory front pages. Alternatively, contact your Association Director for assistance.

- 1. Only the hall or rented room and its inside facilities are to be used.
- 2. Garbage bags are to be placed in provided containers. Other garbage should be in **strong, double** bags which are securely closed. The garbage containers will have a bag in it for your use. Additional bags, if needed, are available in the kitchen area. When done, bags should be tied up, removed from the containers, and left in the clubhouse for proper disposal. Replacement bags should be placed back in the containers.
- 3. The key to the room may be obtained the day before the party, if required, as long as no other function is scheduled.
- 4. The counters and appliances including refrigerator (if used) should be wiped clean.
- 5. Please make sure that the restrooms are left clean and orderly.
- 6. **NO SCOTCH TAPE IS TO BE USED ON ANY OF THE PAINTED WALLS OR THE CEILING.** The windows and the stone walls can be decorated. Decorations must be removed when your function is over.
- 7. Please check to see that all lights are turned off, temperature is set to 80 degrees, and ALL DOORS ARE LOCKED SECURELY. You may exit the adjacent meeting room and lock the door behind you.
- 8. THE CLOSING TIME FOR THE **MAIN** HALL AND MEETING ROOMS IS **10:00 PM. Please keep** noise to a minimum.
- 9. Rental Fee Schedule
  - **a.** Non-resident rental fees are \$150.00 for the main room and \$55.00 for the Social Room. If food is **served**, add \$55.00 to rental **fee**.
  - b. Residents may use the Clubhouse main room at no charge once/year. If food is served, there is a charge of \$55. The user must return the room set-up to "as found".
  - c. Local Condo Associations meeting may use the main room for \$55.00 rental fee.
  - d. The County Election Board rental fee is \$300.00/days.
  - e. There will be no fee for Funeral functions for deceased resident's families.
- 10. Renter is responsible for the room at all times when hall is under rental by them.
- 11. The Renter is responsible for any damage during the time of rental. Thank you for your cooperation.

Date:	
Signature of responsible individual	
Phone number where you can be reached during your event.	

05-22-2019 Page 20 of 25 Buyer's Initial \_\_\_\_\_\_

# CHATEAUX DE BARDMOOR CONDOMINIUM OWNERS ASSOCIATION, INC. COMMUNITY WEBSITE INFORMATION

Please logon to our community website. You can stay abreast of news and information from the property management company, the Board of Directors, and the Bardmoor Social Club.

# www.chateaux-debardmoor.com

The website is divided into sections and includes a community calendar and special events happening within the Chateaux De Bardmoor community. It has information you can use.

Also, on the website you will see a link:

#### **Welcome to Resource Property Management Login for Condo Owners:**

Owners are encouraged to login to access all documents pertaining to your Association through Resource Property Management/OneSource website. For first time users, you will need to call or email Resource Property Management for your Security Key Code prior to login. Call 727-581-2662 and ask for Hilary Fitzgerald or email hfitzgerald@resourcepropertymanagement.com to obtain YOUR security key code prior to registration.

Your COA Board members encourage you to access our website for up-to-date information on events that are happening within our community. If you have questions or comments, please submit them to your Association Director who will bring them to the COA Board. All requests need to be in writing for consideration. All requests will be considered but realize the purpose of the website is to inform you of community information. Specific Association information will be shared on the One Source website to safeguard your personal information and keep our community electronically safe from hackers/intruders.

05-22-2019 Page 21 of 25 Buyer's Initial \_\_\_\_\_\_

# **Understanding and Acceptance of Condominium Rules and Regulations**

I/we hereby certify that I/we have had an opportunity to read and understand the attached document including: General Rules (Amended May 2019); Recreation Facility Rules and Regulations (Amended May 2019) and Directors Questions for new Owners and Tenants Prior to Approval, that all of these matters have been explained to me/us, and I/we have had an opportunity to ask questionsand are satisfied with the answers to those questions. I/we willingly agree to accept the obligations and responsibilities of living in:

C	CHATEAUX DE BARDI	MOOR CONDOM	IINIUM ASSOCIATIC	N number
Signa	ature of Purchases #1			Date
		(To be signed	at time of interview)	
Signa	ature of Purchaser #2			Date
		(To be signed	at time of interview)	
Memh	pers of the interviewing com	nmittee		
VICITIC	ders of the interviewing con	iiiiittee		
Signatu	ure		Signature	
Printed	d Name/Title		Printed Name/Title	
Date			Date	
CC:	Property Manager			
	Condo Director			
	COA President			
	Buyer/Purchaser			

05-22-2019 Page 22 of 25 Buyer's Initial \_\_\_\_\_\_

# **Certificate of Approval**

We,	and	, do hereby certify that I am the
duly elected Of	ficer of Chateaux De Bardmoor Association #	and that we have the
authority to exe	ecute this Certificate of Approval and that the app	ropriate elected COA officials have ap-proved
the sale transfer	r of:	
Address:		
From Seller:		
To Buyer:		
Chateaux De Bai	rdmoor Condominium Association, Inc.	
Date:		
Ву:	Ву:	
Title:	Title:	

05-22-2019 Page 23 of 25 Buyer's Initial \_\_\_\_\_

#### Director's Questions for New Owners and Tenants Prior to Approval

- 1. Have the proposed purchasers received a copy of all documents of the Association; Declaration of Condominium, By-Laws, Rules and Regulations, Rules Governing Recreation Building, Pool Area, Common Grounds, Streets and Landscaping?
- 2. Have proposed purchasers received a copy of current Financial Statements for the designated Association and the COA, and are they aware of any assessments, as well as understanding the Reserve Funds and Budget?
- 3. Have the proposed purchasers been informed of all pending litigation and/or special assessments with regard to this association?
- **4.** Are the proposed purchasers/tenants fully aware of the responsibilities of condominium ownership in the following **areas?** 
  - a. The need for prompt payment of all regular monthly maintenance fees and any assessments.
  - b. The need for reserves as part of the budget and as required by the Florida Statutes 718.
  - c. The need for strict adherence to the documents concerning any alterations or changes to the common areas.
  - d. The percentage of ownership of association units and how it affects association maintenance fees. (Discuss Association Cable TV Contract)
  - e. The need for upkeep of individual units with adequate insurance to cover contents of units and flood protection, if indicated.
  - f. The responsibility of sharing by unit owners, as needed, in the affairs of the Association, serving as directors and on committees.
  - g. Unit owners are responsible for repair and replacement of windows, garage and exterior doors and driveways with Association approval. (Architectural Improvement Application form required)
- 5. Are the proposed purchasers aware of the documental restrictions in the following key areas?
  - a. The obligation under the Fair Housing Amendments Act of 1988 and the subsequent exemption of this association to restrict at least one occupant in the future to the age of 55 or older qualification (signed into law 12/28/95) and excluding families with children under the age of 18 years. (An Age Varication Certificate must be completed and attached to this form.)
  - b. The documented restrictions of this association concerning rentals, visitors and the Florida Bed Sales Tax required on all short-term rentals.
  - c. The document restrictions of this association concerning pets: They must not exceed thirty (30) pounds as further defined in General Rules 2 (A). See page 3 and page 9.
  - d. The document requirements of this association concerning the approval fee and the approval process for a sale of units.
  - e. The document requirement of this association concerning a Voter Designation form to be on file listing the designated voter to act for the unit.
  - f. The need for information form giving next of kin, doctor, and contact person for Board use in case of an emergency.
  - g. The need to adhere to the parking guidelines of the Association.
  - h. The purpose and duty of the Board of Directors and resident relationship to the Management Company.
  - i. Association procedures regarding civil emergencies
  - j. Resident relationship to the maintenance contractor and the scope of their services, including trash and garbage pick-up.
- 6. Except in emergencies, all contacts for services of the common elements must be made through the Board of Directors of the COA
- 7. COA documents define the structure of the COA as the umbrella organization for the villas of Chateaux De Bardmoor.
- 8. Explain the function of Bardmoor Boulevard Beautification Council and how it affects all Bardmoor area residents.
- 9. In general, does the prospective purchaser understand all ramifications of condominium living?

# Spectrum Cable COA Contract Details

The current Spectrum contract for Chateaux de Bardmoor residents includes the following:

- One basic HD cable box & remote (290 channels), one basic DVR (digital video recorder) box, one cable modem (400mbp "faster" internet), one router (for Wi-Fi/wireless internet). Cost covered by your monthly condo fee. Take only what you need or take it all.
- Anything <u>you add</u> in addition to the above items, like an *enhanced* DVR combination box, HBO, other premium channels, phone, etc. – Spectrum will bill you monthly. Your bill will be reduced if you currently have a *basic* DVR, Spectrum cable modem, & router since they are now included in your monthly condo fee.

#### **Details:**

- Install Options
  - a) Have any needed equipment mailed to you.
  - b) Pick up any needed equipment at a Spectrum office.
  - c) Have professional install done for between \$19 and \$44.
- Equipment Options
  - a) You may already have everything you need.
  - b) You may not want Internet modem, DVD box, or wireless router. That's your choice, but there will not a refund for anything you don't take.
  - c) You may have an older TV box, modem, or router. You can exchange it for a newer version for no charge.

To obtain your equipment, call Spectrum Customer Service at **855-326-5115** to request a self-installation kit.

When Spectrum answers the phone, <u>be sure to let them know you are part of the Chateaux de</u> Bardmoor contract.

05-22-2019	Page 25 of 25	Buyer's Initial
00 22 2010	1 400 23 01 23	Dayer o miciai