

# *Royal Saxon*

## **BYLAWS**

as Amended August 2015



# **ROYAL SAXON, INC.**

Bylaws as Amended August 21, 2015

## **ARTICLE I. IDENTIFICATION**

**Section 1. Name:** The name of this not-for-profit Corporation shall be ROYAL SAXON, INC. (hereafter referred to as the "Corporation").

**Section 2. Location:** Its principal office shall be located at 2840 South Ocean Boulevard, Palm Beach, Florida 33480.

**Section 3.** The Corporation and the cooperative building shall be subject to and governed by Florida Statutes and as amended from time-to-time.

## **ARTICLE II. PROPRIETARY LEASES**

**Section 1. Number and Price:** There shall be no stock certificates issued by this Corporation, but instead there shall be 141 Proprietary Leases issued by the Corporation. One Proprietary Lease shall be issued to each individual apartment in the Corporation to be held by the unit owner(s) thereof. The price for the issuance of said Proprietary Lease shall be the sales cost of said apartment.

**Section 2. Authentication:** All Proprietary Leases shall be signed by the President or a Vice President or Chair or Vice-Chair of the Executive Committee and Secretary or Assistant Secretary, and shall be sealed with the corporate seal.

**Section 3. Form:** The form of the Proprietary Lease to be issued shall be determined by the Board of Directors of the Corporation.

**Section 4. Transfers:** Transfers of Proprietary Leases shall be made on the books of the Corporation and the old Lease shall be surrendered and cancelled before a new Lease is issued. All transfers must be made by the holders of a Proprietary Lease or by their legal representatives and all of said transfers are subject to the provisions of these Bylaws.

**Section 5. Replacement:** In case of the loss or destruction of the Proprietary Lease, a new Proprietary Lease shall be issued only upon the giving of satisfactory proof to the Board of Directors of such loss or destruction. Any new Lease shall be plainly marked "DUPLICATE" upon its face. There shall be a twenty-five dollar (\$25.00) charge to the apartment unit owners for issuing either a "DUPLICATE" Proprietary Lease or changing the names on a Proprietary Lease.

**Section 6. Ownership:** The Corporation shall treat the registered holder(s) of any Lease as the full owner(s) thereof and, unless express written notice is given to the Corporation of any interest not appearing upon the face of the Lease, it shall not be required to recognize said interest.

**Section 7. Vote:** Each Lease shall entitle the unit owner(s) of the apartment to one vote by the apartment unit-voting member.

**Section 8. Pledged or Mortgaged Leases:** The Corporation shall maintain a suitable register for the recording of pledged or mortgaged Leases. All pledgee(s) or mortgagor(s) of a Lease shall notify the Corporation of the pledge or mortgage, furnishing the Secretary of the Corporation with such information as may be required by the Board of Directors. In the event of a default given any lessee under the applicable provisions of the Bylaws, a copy of

such notice of default shall likewise be mailed to the registered pledgee or mortgagor. In addition, in the event of the sale by the Corporation of its assets, and prior to the distribution of the proceeds thereof to the lessees, suitable notice shall be given all registered pledgees or mortgagors. No other obligation is accepted or assumed by the Corporation with respect to such registration of pledged leases, except as set forth in Section 9 below.

**Section 9. Lien Rights:** The Corporation shall have a first lien upon all of the individual leases registered in the name of each unit owner for debts due the Corporation by said unit owners.

### **ARTICLE III. UNIT OWNERS' MEETINGS**

**Section 1. Annual Meeting:** The annual meeting of the unit owners shall be held each year in Palm Beach, Florida, on the earliest date following January 1, subject to the availability of a suitable meeting place, at a time set by the Board of Directors, which shall be specified in written notice mailed or hand delivered to the unit owners at least sixty (60) days prior to the date of the meeting. The business for the annual meeting shall include the election (in accordance with Article IV, Section 2. of these Bylaws, and Florida Statutes), by written ballot of Directors to manage the affairs of the Corporation and any other items that are on the posted notice of agenda.

**Section 2. Special Meetings:** A special meeting of the unit owners may be held at such places and at such times as directed by the President or by a majority of the Board of Directors. Special meetings shall also be called by the President upon written request of a majority of the voting unit owners. The President of the Corporation, or a majority of the Board of Directors, shall direct the Secretary of the Corporation to post said notice in the designated conspicuous place in the lobby and to mail or hand deliver written notices of said meeting to all voting unit owners at least fourteen (14) days prior to the date of said meeting. All notices shall be mailed or hand delivered to the mailing address of the unit owner as it appears on the books of the Corporation on the date of the fourteen (14) day notice.

**Section 3. Vote:** In all balloting except the election of Directors, the voting unit owner shall be entitled to one vote in person, by proxy, or by absentee ballot for each apartment unit.

**Section 4. Proxies:** All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the proxies are to be used, and shall be good only for the designated meeting or adjournments thereof. A list of proxy holders, together with the name(s) of the unit owner(s) the proxy holder represents, shall be included with the minutes of the meeting for which the proxies were used. Limited proxies, as authorized by Statute, shall be utilized where applicable.

**Section 5. Quorum:** A quorum for the transaction of business at the annual or any special unit owners meeting shall consist of a majority of the unit owners entitled to vote, represented either in person or by proxy, but the voting unit owners present at any members meeting, although less than a quorum, may adjourn the meeting to a future time. The vote of a majority of the voting unit owners shall decide any question unless the Bylaws or the Certificate of Incorporation provide otherwise, in which event the vote required by the Bylaws or Certificate of Incorporation shall control.

**Section 6. Corporate Books:** The books of record of the Corporation shall be closed for a period of ten (10) days against any transfer or assignment, immediately preceding any meeting of the unit owners of the Corporation and only those unit owners properly registered prior thereto shall be entitled to vote at said meeting. The books of record shall again be re-opened after said meeting has been finally adjourned.

### **ARTICLE IV. BOARD OF DIRECTORS**

**Section 1. Duties:** The property and business affairs of the Corporation shall be managed by a Board of nine (9) Directors, elected by plurality vote of the owners at the annual meeting.

**Section 2. Number:** Five (5) members shall be elected for a two (2) year term in the even-numbered years, and four (4) members shall be elected for a two (2) year term in the odd-numbered years. They shall hold office until their successors have been elected.

**Section 3. Eligibility:** A Director must be a unit owner or the spouse of a unit owner with written consent of the owner. Consent of the owner will be good until the next annual election of the Board of Directors and may be renewed annually.

**Section 4. Notice:** Not less than sixty (60) days before a scheduled election, the Corporation shall mail, or hand deliver, to each unit owner entitled to vote, a first notice of the date of the election. Any eligible unit owner desiring to be a candidate for the Board of Directors shall give a written Notice of Intent to run for the Board of the Corporation not less than forty (40) days before a scheduled election of Directors.

**Section 5. Board Vacancy:** In the event of a vacancy occurring in the Board of Directors, the remaining Directors shall elect one (1) of the unit owners to serve as a Director for the unexpired portion of the term of said Director. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

**Section 6. Quorum:** The quorum requirement for an election of Directors shall be ballots cast by at least twenty (20) percent of the eligible voters. Write-in candidates are not permitted.

**Section 7. Meetings:**

- A. Annual Board Meeting:** The annual meeting of the Board of Directors shall be held at 2840 South Ocean Boulevard, Palm Beach, Florida, or such other place as may be designated in Palm Beach County, Florida by the Board of Directors. The Board shall also designate the date and time of said meeting following the adjournment of the annual owners' meeting.
- B. Special Board Meetings:** Special meetings of the Board of Directors are to be held in Palm Beach, Florida or such other place in Palm Beach County, Florida may be called by the President and, in his absence, by the Vice President, or by a majority of the members of the Board of Directors, or by the chairperson or co-chairperson of the Executive Committee, by giving notice as hereinafter provided.
  - 1. Notice of any other special meeting of the Board shall be posted in the lobby at least two (2) days prior to the time fixed for said meeting except in the event of a bonafide emergency, in which case such notice is not required. All notices of special meetings shall state the purpose therefor.

**Section 8. Meeting Schedule:** The Directors may establish a schedule of regular meetings to be held in the social room of the Corporation. No notice shall be required to be sent to said Directors of said regular meetings once said schedule has been adopted.

**Section 9. Unit Owner Participation:** Unit owners shall have a right to participate in meetings of the Board of Directors with reference to designated agenda items. The Board of Directors may adopt reasonable rules governing the frequency, duration, and manner of unit owner participation.

**Section 10. Quorum:** A quorum for the transaction of business of any annual, regular, or special meeting of the Directors shall consist of a majority of the members of the Board; but a majority of Directors present has the power to adjourn the meeting to a future time.

**Section 11. Removal:** A Director may be removed for cause or without cause by an affirmative vote of the majority of the voting unit owners.

**Section 12. Hiring:** The Board of Directors shall have the power to hire all employees, agents, and contractors for the Corporation and to fix salaries of all employees.

**Section 13. Employment Contracts:** An employment contract for more than one year is prohibited, except by approval of sixty (60) percent of the owners.

**Section 14. Hiring Manager:** The approval of sixty (60) percent of the owners is required to hire a manager or a management company.

**Section 15. Compensation:** All officers and Directors shall serve without compensation.

**Section 16. Committees:** The following standing committees are to be appointed by the Board of Directors. Meetings of any committee that does not take final action on behalf of the Board or make recommendations to the Board regarding the Corporation's budget, shall be exempt from the provisions of Section 719.106(1)(c) of the Florida Statutes, and these Bylaws regarding, without limitation, notice of meetings and rights of owners to attend, participate, and record.

- A. Interviewing Committee:** The Interviewing Committee shall be composed of at least five (5) unit owners. The committee shall investigate the references and other information respecting character and financial responsibility of all applicants for membership in the Corporation. It shall be necessary for each applicant and spouse, if any, to appear personally before at least three (3) members of the committee to determine their suitability as unit owners in the Corporation. After the interview, the committee shall make its recommendation to the Board of Directors, or the Executive Committee in the event a quorum of the Board is not available, for a final determination. The Board of Directors or the Executive Committee shall act on recommendations of the Interviewing Committee.
- B. Budget and Finance Committee:** The Budget and Finance Committee shall be composed of three (3) unit owners. The Treasurer shall act as chairman of this committee, which will prepare the budget for the following year for approval of the unit owners at the December budget meeting and shall determine the financial needs of the Corporation.
- C. Executive Committee:** The Executive Committee shall be composed of at least three (3) unit owners; one (1) of whom shall be a Director, if possible. The committee shall manage the affairs of the Corporation in the event that a quorum of the Board of Directors is not available. If a Director, who is not a member of the Executive Committee, should be present at an Executive Committee meeting, he may participate in that meeting with full voting rights.
- D. Audit Committee:** The Audit Committee shall be composed of two (2) unit owners. The committee shall be appointed for the purpose of auditing the books of the Corporation prior to delivering them to a Certified Public Accountant (CPA) for the Corporation annual report and the required government reports.
- E. Other Committees:** The Board of Directors may create other standing or temporary committees as deemed necessary.

**ARTICLE V. OFFICERS**

**Section 1. Positions/Removal:** Officers of the Corporation shall be a President, a Vice President, a Secretary, an Assistant Secretary, a Treasurer, and an Assistant Treasurer, all of whom shall be elected at the annual organizational meeting of the Board of Directors for a term of one (1) year. They shall hold office at the pleasure of the Board until their successors are duly elected. Officers may be removed and replaced at any time by a two-thirds (2/3) vote of the Board of Directors.

**Section 2. Membership:** All officers must be members of the Board of Directors except the Secretary or Assistant Secretary. The offices of Secretary and Treasurer may be held by one person. No one shall be eligible to act as both President and Secretary.

**Section 3. President:** The President shall be the chief executive officer and shall preside at all Directors' and unit owners' meetings. The President shall have executive powers and general supervision over the affairs of the corporation and other officers. He shall perform all other duties incident to the office, and be an ex-officio member of all committees.

**Section 4. Vice-President:** The Vice President of the Corporation shall perform all the duties of the President during the President's incapacity or absence and such other duties as may be required by the Board of Directors.

**Section 5. Secretary:** The Secretary shall issue notices of all Directors' and owners' meetings, and shall attend and keep the minutes of the same; shall have charge of all corporate books, records, and papers and shall be custodian of the corporate seal; shall attest with his/her signature, and impress with the corporate seal, all Proprietary Leases and written contracts of the Corporation; and shall perform all such other duties as are incident to the office. The duties of the Assistant Secretary shall be the same as those of the Secretary in the absence or incapacity of the Secretary.

**Section 6. Treasurer:** The Treasurer shall act as chair of the Budget and Finance Committee; shall have custody of all money and securities of the Corporation and shall give bond, in such sum and with such sureties as the Directors may require, conditioned upon the faithful performance of the duties of the office. The Treasurer shall keep regular books of account and shall submit them, together with vouchers, receipts, records, and other papers to the Directors for their examination and approval as often as they may require, and to the Audit Committee for examination, and shall perform all such other duties as are incident to the office. The duties of the Assistant Treasurer shall be the same as those of the Treasurer in the absence or incapacity of the Treasurer.

**Section 7. Vacancies:** Any vacancy in the office of President, Vice President, Treasurer, Assistant Treasurer, Secretary, or Assistant Secretary, or Chair or member(s) of the Executive Committee and all other committees shall be filled by the Board of Directors.

**ARTICLE VI. FINANCE**

The funds of the Corporation shall be deposited in any federally insured financial institution in Palm Beach, Lake Worth, or West Palm Beach, Florida. Said funds shall be withdrawn only upon check or order of one of the officers and countersigned by one of the other officers.

**ARTICLE VII. PROPRIETARY LEASES**

**Section 1. Number:** There shall be a Proprietary Lease, along with a copy of same to be maintained in the corporate office, issued for each apartment unit owned by the Corporation. A unit owner shall be defined as any Trust, natural person, or persons owning a Proprietary Lease under which the unit owner is currently entitled to full occupancy rights and full voting rights, to the extent of one vote per apartment.

**Section 2. Sales, and Other Transfers of Proprietary Lease/ Occupancy:**

A. Sales, and other transfers of a Proprietary Lease, including but not limited to transfers by gift, devise or inheritance, shall not occur without the prior written approval of the Association.

B. All occupants of a unit, except for a guest, shall be approved in writing by the Board of Directors prior to occupying the unit. The holder of a Proprietary Lease and all occupants, who have been approved by the Board of Directors, shall be entitled to full occupancy rights in the apartment unit covered by said Proprietary Lease pursuant to the Rules and Regulations and Bylaws of this Corporation.

**Section 3. Occupancy - Termination:** In the event of a sale or transfer by a unit owner of his Proprietary Lease, and upon due notice to the Corporation of said sale of the apartment unit assigned to him, whether voluntary or involuntary (excepting, however, transfers by way of pledge only in trust with occupancy rights retained by the lessee), all occupancy rights of the Lessee, and those in possession by virtue of his prior ownership, including any Sublessee, shall thereupon cease and terminate and the vendee or transferee shall be deemed the owner of said apartment unit under said Proprietary Lease, but without the rights of occupancy unless and until the same shall be duly approved by the Corporation in such manner or manners as may be prescribed, from time-to-time, by the Board of Directors.

**Section 4. Occupancy – Approval:** Approval of the rights of occupancy shall not be denied any transferee or vendee who at the time of such transfer or sale or at the death of a resident owner of a Proprietary Lease if the transfer results from his death, is or was the resident Lessee’s lawful spouse and such spouse was occupying the Unit at the time of such transfer.

**Section 5. Transfers - Automatic:** In the event of the death of the unit owner, should the Proprietary Lease be held by an estate of tenants by the entirety or of joint tenancy with right of survivorship, the transfer of said Proprietary Lease to the survivor shall be automatically accomplished and approved by the Board of Directors.

**Section 6. Transfers - Board Consent:** The owner of a Proprietary Lease may transfer the Proprietary Lease to his apartment only with the consent in writing of the Board of Directors, but not within the first year of ownership. The Board of Directors may designate two (2) or more Directors to execute such consent on its behalf.

**Section 7. Transfers - Application for:** The application for said transfer must fully set forth the name and address of the party to whom said lease is to be transferred, together with a copy of the contract for purchase, the applicable processing fee, and such other information, and on such forms as the Board of Directors may require from time-to-time. The Board of Directors, or the Executive Committee, should there be insufficient Directors available, shall act on recommendations of the Interviewing Committee at its next meeting.

**Section 8. Delinquent Accounts:** If said transfer is approved and the unit owner(s) accounts are not delinquent or have been placed in good standing, said transfer may be accomplished upon the books of the Corporation, and the unit owner(s) after that shall then be relieved from any further liability on said lease. There shall be no transfer if there are delinquent accounts on the apartment unit or if said delinquent accounts will not be satisfied at “closing.”

**Section 9. Subleasing:** The owner of a Proprietary Lease may sublet the apartment unit assigned to said Proprietary Lease only in accordance with the provisions set forth in these Bylaws.

A. A sublease shall terminate upon the conveyance or transfer of the Proprietary Lease.

B. A sublease shall terminate upon the death of the sublessee.

- C. The subleasing of a leased apartment for any period must be approved by the Board of Directors in the manner herein set forth.
- D. Subleasing is limited to once in a twenty-four (24) month period and then for a minimum of three (3) months and a maximum of twelve (12) months within that twenty-four (24) month period and not within the first year after transfer of ownership. A copy of the lease must be submitted for approval to the Board of Directors and must contain written agreement by the sublessee to all obligations of the unit owner under his Proprietary Lease. The Board of Directors may require that a specific form of sublease must be used.
- E. In the event a unit owner is delinquent in the payment of any monthly maintenance, special assessment, or any other charges or fees due the Corporation, any amount(s) due or coming due to the unit owner from a sublessee shall become payable to the Corporation and is/are deemed assigned to the Corporation, at its option. Such amounts as are or shall become delinquent shall be collectible by the Corporation from the unit owner and/or the sublessee at the discretion of the Board of Directors.
- F. Unit owners shall be responsible for any damage to the common areas of the Corporation or to any other apartment units caused by guests, sublessees, or their visitors and/or contractors or vendors. The Board of Directors may require the posting of a security deposit of such amount, to be determined, from time-to-time, not to exceed the maximum amount allowed by law, by a sublessee to protect the Corporation against any of the aforementioned damage. Within fifteen (15) days after a sublessee vacates the apartment unit, the Corporation shall refund all of the security deposit not required to pay for any damages.
- G. Subleasing by a sublessee is prohibited.
- H. In order to sublease his apartment, a unit owner must submit an application, on forms provided by the Corporation, a copy of the proposed sublease, the required processing fee, and such other information as the Board may require from time-to-time, to the Board of Directors for approval of said sublease. The Board of Directors must approve not only the individual(s) to whom said sublease is made, but also the term of said sublease.

**Section 10. Committee Recommendations:** The Board of Directors, or the Executive Committee, should there be an insufficient number of Directors available, shall act on recommendations of the Interviewing Committee at its next meeting.

**Section 11. Approvals:** The approval or disapproval by the Board of Directors, or the Executive Committee, of any transfer of a Proprietary Lease or sublease of any apartment shall be deemed final and no liability shall be incurred by the Corporation, said Board of Directors, or any officer or committee member by reason of its approval or disapproval. The Board may deny a transfer (sale or sublease) of an apartment unit, for just cause, without the need to give any party the reason(s) thereof.

**Section 12. Register:** The Secretary of the Corporation shall maintain a register in the Corporation office showing the unit owners and holders of all Proprietary Leases, together with a list of any approved subleases of said apartment.

**Section 13. Processing Fee:** Any application for a transfer of a Proprietary Lease or a sublease for any apartment for any period-of-time shall be accompanied by an investigating and processing fee for the maximum amount as specified in Florida Statute 719.106(1)(i) per applicant (husband and wife, and parent and dependent child shall be considered one applicant). ~~or the maximum fee allowed by statute.~~

**Section 14. Occupancy – Defined:** Any apartment unit located in the building owned by the Corporation may be occupied by an approved unit owner or by any authorized and approved sublessee and his or her lawful spouse or any member of his or her family related to him or her by blood within the second degree (child, parent, grand-child, brother, sister, grandparent) who have been approved by the Board of Directors. It may also be occupied temporarily by house guests of the approved unit owner or authorized sublessee not in excess of thirty (30) days only when owner or sublessee is present and where said house guest is paying no remuneration to the resident owner or sublessee. However, a guest staying in a unit for more than thirty consecutive or non-consecutive days in a twelve month period must obtain the prior written approval of the Board of Directors in the same manner as all other occupants.

**Section 15. Occupancy - Special:** An approved unit owner, or authorized lessee, or any family member of an owner of sublessee, as described in Section 14 above, shall make written request to the Board of Directors for approval to have in residence in his or her apartment unit, for medical care and/or services, a nurse, caretaker or other companion, not related to him or her, as described in paragraph (10) above, and to waive the ninety (90) day limitation period placed on other house guests.

**Section 16. Occupancy - Guests:** Occupancy by houseguests when owner or sublessee is not in residence is prohibited.

## **ARTICLE VIII. MONTHLY MAINTENANCE AND SPECIAL ASSESSMENTS**

**Section 1. Obligation:** The owners of Proprietary Leases shall be subject to the payment of monthly maintenance and periodic special assessments for the upkeep and maintenance of the corporate property. An apartment unit owner, regardless of how title and ownership is acquired, including, without limitations, a purchaser at a judicial sale, shall be liable for all rents and assessments coming due while he is in exclusive possession of the apartment unit. In a transfer, the apartment unit owner in exclusive possession shall be jointly and severally liable with the previous apartment unit owner for all unpaid monthly maintenance, special assessments, work orders, or any other charges against the previous apartment unit owner for his share of said expenses, up to the time of the transfer.

**Section 2. Cost Determination:** The Board of Directors shall from time-to-time determine and fix the sums of money needed for the operation of the Corporation. It shall determine the amount required for operating items, such as, without limitation mortgage payments, if any, maintenance, taxes, insurance, repairs, betterments, utilities, television (whether it be bulk cable, master antenna, dish, or other transmission means), apartment interior pest control, the salaries of a manager and other employees, and any other sums necessary to the upkeep, operation, and maintenance of the corporate property.

**Section 3. Capital Improvements and Betterments:** Capital improvements or betterments are limited to four thousand dollars (\$4,000.00) for each improvement or betterment, or a total of eight thousand dollars (\$8,000.00) in each fiscal year for all improvements and betterments. If more than that is necessary, a majority consent of the unit owners will be required. Such limits on expenditures for capital improvements and betterments provided above shall not include the maintenance, repaired, or replaced pursuant to these Bylaws, the Certificate of Incorporation, and/or the Proprietary Leases.

**Section 4. Special Assessments:** To the extent that any expenditures for any fiscal year are not included in the annual budget, they may constitute the subject of special assessments, which may be levied by the Board of Directors from time-to-time, as determined by the Board. Notice of any Board meeting at which non-emergency special assessments are to be considered shall be conspicuously posted on the corporate bulletin board in the lobby and shall be provided to each voting unit owner of the Corporation, by mail or hand delivery, at least fourteen (14) days prior to such meeting. Evidence of compliance with this fourteen (14) day notice shall be made

by an officer and executed by the person providing the notice, and filed among the official records of the Corporation. The agenda for a meeting at which special assessments are to be considered shall so state.

**Section 5. Payment Period:** All special assessments, as apportioned among the unit owners, shall become due and payable at the corporate office by the date designated by the Board of Directors, and so shown on the billing statement and shall be considered delinquent if not received at the corporate office within a ten (10) day grace period thereafter unless otherwise determined by the Board of Directors, and so stipulated on the billing statement. The specific purpose of any approved special assessment shall be set forth in a written notice of such assessment mailed or hand delivered to each of the voting unit owners at the mailing address listed on the books of the Corporation. The funds collected pursuant to a special assessment shall be used only for the specific purpose(s) set forth in the written notice of such special assessment. However, upon completion of such purposes(s), any excess funds shall be considered common surplus. The Board shall levy an administrative late charge in an amount not to exceed the greater of twenty-five dollars (\$25.00) or five (5) percent of each payment of the special assessment that has become delinquent; or such greater amount as may be legally charged pursuant to Florida Statutes, and as they are amended from time-to-time. Additional applications of the administrative late charge shall be levied on the first of each subsequent payment period and all charges for interest, administrative late charges, collection costs, legal fees, etc. shall be first deducted from unit owner payments before applying any funds to the payment of the special assessment charges.

**Section 6. Affiliation Expenses:** The Board of Directors is permitted to make expenditures for affiliation with associations whose purpose is for the betterment of the building. However, if more than fifteen-hundred dollars (\$1,500.00) is involved, a majority consent of the unit owners is required.

**Section 7. Assessment Proration:**

- A. The formula to be utilized by the Board of Directors in pro-rating the above monthly maintenance and/or special assessments among the various apartment units shall be as follows:

One bedroom	(63 units)	.35980%
Convertible	(40 units)	.29383%
Two bedroom	(24 units)	.20835%
No. 600		.00445%
No. 610		.00831%
Nos. 604, 607, 609, 612		.03443%
No. 608		.00890%
Nos. 605, 606, 611, 614		.04749%
No. 601		.01158%
Nos. 602, 603		.02285%

- B. The formula for apportioning the monthly maintenance and special assessments set forth above may not be amended, except that the exact amount of the maintenance charges may be increased or decreased proportionately. With respect to the above categories of apartment units containing more than one apartment unit, the share of assessments applicable to such category shall be divided equally among all the apartment units in such category.

- C. Monthly maintenance charges shall become due in advance on the first day of each calendar month and shall be payable within a grace period of ten (10) days thereafter. They shall be considered delinquent on the 11th day of the month. The board may, by resolution from time-to-time, provide for rates of interest to be charged on any delinquent payments for the period between the expiration of the applicable grace period and the date payment is received not to exceed the maximum rate applicable under the laws of Florida. Upon the expiration of the ten (10) day grace period for the payment of the monthly maintenance, the Board shall levy an administrative late charge in an amount not to exceed the greater of twenty-five dollars (\$25.00) or five (5) percent of each installment of the monthly maintenance for which payment is late, or such greater amount(s) as may be allowed pursuant to applicable law, as amended from time-to-time. Additional applications of the administrative late charge shall be levied on the first of each subsequent month and all charges for interest, administrative late charges, collection costs, legal fees, etc. shall be first deducted from unit owner payments before applying any funds to the payment of the monthly maintenance charges.
- D. The Board of Directors shall be empowered to set up operating funds, which may be replenished from time-to-time as needed. Special assessments as may be required by the Board of Directors shall be levied and paid as any other assessment. The unit owners agree to promptly pay, when due, all monthly maintenance or special assessments against their individual apartment units, but no owner shall be personally liable for corporate debts to any extent whatsoever.
- E. If a new annual budget is not adopted, the owners agree to pay the current rate until a new budget and rate are determined.
- F. All monthly maintenance, special assessments, or other charges paid by individual unit owners to the Corporation including, but not limited to, maintenance, taxes, operations, mortgage payments, if any, etc., shall be utilized by the Corporation in paying the obligations of the Corporation as authorized by the Board of Directors. Any excess of moneys received from monthly maintenance or special assessments paid by individual unit owners and held by the Corporation at the conclusion of its taxable year, whether calendar or fiscal, shall be used by said Corporation to apply against future expenses of the Corporation.
- G. After the board of Directors has determined the amount of any monthly maintenance, special assessment or charge, or new rate of monthly maintenance, the Treasurer shall mail or hand deliver a statement for the same to each of the voting unit owners. If statements are mailed, they shall be mailed to the regular designated address of the owner as the same appears in the corporate records. The owners shall then make said payments to the Corporation, at the corporate office. Any payments made to the Corporation shall first be applied to any accrued interest, then to administrative late charges, then to any collection costs and reasonable attorneys' fees, and then to the delinquent monthly maintenance or special assessment, or other charges.
- H. In the event that the Corporation should ever execute a mortgage covering its leasehold interest, pursuant to the provisions of the Bylaws of the Corporation, each of the apartments in the corporate building shall be responsible for paying its proportionate share of the principal and interest of said mortgage. Said mortgage principal and interest shall be allocated to each of the said apartments on the same basis as any assessment, and the payments to be made by the unit owners of said apartments shall be in proportion thereto and on such terms and over such period-of-time as shall be elected by the Board of Directors.
- I. In the event that the Corporation should, as aforesaid, execute a mortgage covering its leasehold interest, the owner of any apartment unit may not pay off his or her portion of said mortgage unless and until both the Board of Directors of the Corporation and the lending institution making said mortgage have approved said prepayment, and further provided in this instance that the payment so made shall not only be applied towards the outstanding principal and interest of said mortgage, but in addition

thereto the monthly payments due from the Corporation shall be reduced and amortized over the remaining period of said mortgage.

## **ARTICLE IX. DEFAULT FOR NON-PAYMENT OF MONTHLY MAINTENANCE OR SPECIAL ASSESSMENTS**

**Section 1. Lease Termination:** In the event, a monthly maintenance, special assessment, or any other sum or charge required to be paid by an apartment unit owner is not paid within ten (10) days from the expiration of the due date or applicable grace period, the Corporation may treat such failure to pay as intentional, inexcusable, and a material breach of the apartment lease, and thereupon the Corporation, by a notice in writing, transmitted to the apartment unit owner by Certified Mail, may at its option, at least thirty (30) days after the mailing of such notice, declare the lease terminated and without further force and effect, unless such default within such period has been removed. The Corporation may then offer for sale a substitute lease for the apartment unit at an amount determined by the Board of Directors to be its fair market value. This must be a reasonable value.

**Section 2. Disposal Costs:** Upon the sale of the substitute lease, the Corporation shall pay to the unit owner the amount of the disposal price less any unpaid monthly maintenance fees, special assessments, or other charges accrued to the date of disposition, plus the costs of sale, including any administrative fees, late charges, and a reasonable broker's commission, if any, and the cost of placing the apartment unit, covered by the lease, in suitable condition for the new lessee. Such fees and costs shall be secured by the Corporation's lien rights against the apartment unit and the Proprietary Lease and such unit owner's share of ownership, if any, of the Corporation (collectively the "Cooperative Parcel").

**Section 3. Repossession:** In the event that any monthly maintenance or special assessment is not paid, and said lease has been terminated for non-payment by the unit owner of any sums due, as herein provided for, the unit owner or any other person or persons in possession of the apartment unit shall promptly quit and surrender the apartment unit to the Corporation in good repair, ordinary wear and tear excepted, and the Corporation shall have the right to reenter and repossess the said apartment without any additional notice being given to vacate said apartment unit or to quit possession of the same.

**Section 4. Eviction Actions:** In the event that a unit owner, or any other person or persons in possession by or through the right of the owner, shall fail to vacate said apartment upon the termination of the lease, the Corporation may bring such action or actions as may be necessary under the laws of the state of Florida to effect an eviction of said unit owner or other person or persons and regain possession of said apartment unit. In this connection, all of the applicable provisions of Chapters 82 and 83, Florida Statutes, are incorporated herein by reference and made a part hereof and the Corporation shall be entitled to recover its reasonable attorneys' fees and costs with respect to any such eviction action; which fees and costs shall be secured by the Corporation's lien upon the Cooperative Parcel.

**Section 5. Administrative Late Charge:** If the payment of any monthly maintenance charge, special assessment, work order, or other charge is not received in the corporate office within ten (10) days after the due date, or applicable grace period for same; unless otherwise provided by the Board of Directors, the Board may levy an administrative late charge in an amount not to exceed the greater of twenty-five dollars (\$25.00) or five (5) percent, or such greater amount as may be charged pursuant to applicable law, as amended from time-to-time, for each installment of the monthly maintenance or special assessment, work order and/or other charge(s) that the payment is late. The Board of Directors may at any time thereafter bring an action at law against the unit owner personally obligated to pay the same and/or foreclose a lien (subject to the provisions of applicable law) against the Cooperative Parcel (including, without limitation, the property, and/or Proprietary Lease). The Board shall not be required to bring such action if it believes that the best interest of the Corporation would not be served by doing so. There shall be added to the assessment, and included in any lien and/or personal action, all interest, costs and expenses, including attorneys' fees incurred by the Corporation incident to the collection of the assessments or enforcement of a lien. No unit owner may waive or otherwise escape liability for the

assessment provided for herein by abandonment of his apartment unit. Any payment received by the Corporation shall be applied first to any interest, administrative late charge, then to any costs and reasonable attorneys' fees incurred in their collection and then to any delinquent monthly maintenance, special assessment, work order, or other charge. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. In the event of any default in the payment of any installment of monthly maintenance or special assessments, the Corporation may accelerate the balance of same upon ten (10) days notice to the unit owner, which amount shall be secured by the Corporation lien.

**Section 6. Lien Rights:** In addition to all the other remedies afforded it, the Corporation shall have a lien against the unit owner's Cooperative Parcel, including without limitation the Proprietary Lease, to the extent of any sums due the Corporation which are not paid when due, which lien shall be superior to the rights of said unit owner or any person in possession under said unit owner. If said sums are not received at the corporate office within thirty (30) days after the due dates or applicable grace periods, the Corporation may, at its option, proceed to foreclose said lien in the Circuit Court of Palm Beach County, Florida in the same manner as mortgage liens are foreclosed in the state of Florida, and the Corporation shall be entitled to receive, in addition to any sums of principal due, interest, late charges, all their costs and attorneys' fees incurred in connection with said foreclosure. The lien shall also secure all attorneys' fees incurred by the Corporation incident to the collection of all monthly maintenance, special assessments, rents, work orders, or other charges due the Corporation and incurred in the enforcement of same. The Corporation shall be entitled to bid at any sale held pursuant to said foreclosure decree and to apply against said bid all sums due the Corporation for principal, interest, monthly maintenance, special assessments, work orders, other charges, attorneys' fees, costs, and administrative late charges. In any foreclosure by the Corporation of its lien, the unit owner shall pay the Corporation a reasonable rental for the apartment unit and the Corporation is entitled to the appointment of a receiver to collect the rent and the receiver's fees and expenses.

**ARTICLE X.            DEFAULT FOR REASONS OTHER THAN FOR NON-PAYMENT OF MONTHLY MAINTENANCE OR SPECIAL ASSESSMENTS**

**Section 1. Violations - Documents:** In the event of a violation by the unit owner, lessee or any other person or persons in possession by or through the unit owner, of any of the provisions of the owner's Proprietary Lease, Certificate of Incorporation, Bylaws, or Rules and Regulations of the Corporation other than the payment of monthly maintenance or special assessments, the Corporation may, by direction of its Board of Directors, notify the apartment unit owner by written notice of such breach, transmitted by Certified Mail. If such violation shall continue for a period of thirty (30) days from the date of the unit owner's notice of the existence of such violation, the Corporation shall have the right to treat such violation as intentional, inexcusable and material, and therefore, the Corporation by a second notice in writing transmitted in the same manner as the first notice, either require the unit owner or lessee to quit and surrender the apartment unit, or declare the lease terminated, and without further force and effect. The Board of Directors shall then offer for sale a substitute lease upon the same terms and conditions as in the case where the lessee's default was for non-payment of any sums, charges, or assessments required to be paid under this lease, as hereinbefore set forth in Article IX hereof.

**Section 2. Repossession:** In the event that the Board of Directors should elect to cancel or terminate the lease on thirty (30) days' written notice to the lessee or any other person or persons in possession by or through the unit owner for a violation of the provisions of Section 1, the unit owner, lessee or any other person or persons in possession by or through the unit owner shall promptly quit and surrender the apartment to the Corporation in good repair, ordinary wear and tear excepted, and the Corporation shall have the right to reenter and repossess the said apartment without any additional notice being given to vacate said apartment unit or to quit possession of the same.

**Section 3. Eviction - Authority:** In the event that a unit owner, or any other person or persons in possession by or through the right of the owner, shall fail to vacate said apartment upon the termination of the lease as aforesaid,

the Corporation may bring such action or actions as may be necessary under the laws of the state of Florida to effect an eviction of said owner or other person and regain possession of said apartment. In this connection, the applicable provisions of Chapters 82 and 83, Florida Statutes are incorporated herein by reference and made a part hereof. The Corporation shall be entitled to recover from the unit owner(s), or sublessee(s) of the apartment unit, all costs, and attorneys' fees incurred in such eviction action. Such recovery shall include all proceedings.

**Section 4. Sublessees - Violations:** In case any sublessee of a lease for any period, or any member of his family, shall violate any portion of the Proprietary Lease, Certificate of Incorporation, Bylaws, or Rules and Regulations adopted by the Corporation, or any statute, ordinance, rule or regulation promulgated by any governmental body, or the rules and regulations of Southeastern Underwriter's Association for the prevention of fire, or he or any member of his family shall do or suffer to be done upon the leased premises or the corporate property any action or things which shall or may be of disorderly or unlawful manner or consequence or which may cause damage to the Corporation or to its premises, the Board of Directors shall have the right to terminate said sublease by giving to the occupant written notice, in writing, by Certified Mail, directed to said occupant or by personal delivery of said notice in writing to the occupant or any member of his family, to vacate said premises in the minimum time allowed by law.

**Section 5. Sublessee - Responsibilities:** Said sublessee shall forthwith vacate the leased premises as set forth in said notice. In the event said sublessee should fail to vacate said premises within the specified time frame, the Corporation may bring such proceedings as are provided by or may be applicable pursuant to the provisions of Chapter 82 and 83 of the Florida Statutes, and as they may be amended from time-to-time, to evict said sublessee and said Statutes are incorporated herein by reference and made a part hereof. The sublessee and the unit owner shall be jointly responsible to reimburse the Corporation for all attorneys' fees and costs incurred in any action to evict or remove a sublessee and/or any person(s) occupying the apartment unit. Such reimbursement shall also include any and all appellate proceedings.

**Section 6. Eviction - Board Discretion:** The decision to oust said sublessee shall be in the sole discretion of the Board of Directors, as the intent of this provision is to insure that occupants of the apartment building owned by the Corporation conduct themselves and their households in a manner which will maintain the high standards of a first-class apartment building.

**Section 7. Sublessees - Obligations:** Any sublessee accepting a sublease to any apartment unit shall be bound by these provisions as though the same were fully set forth in said sublease and shall have no defense either in law or in equity to said eviction proceedings.

**Section 8. Arbitration:** Any "dispute," as defined under Section 719.1255, Florida Statutes between a unit owner and the corporation, shall be subject to arbitration.

**Section 9. Fines:** The Corporation may levy reasonable fines against a unit owner(s) and/or his sublessee or invitee for failure to comply with any provisions of the Bylaws, Proprietary Lease, Certificate of Incorporation, or the Rules and Regulations of the Corporation, as contained herein (or as they may be amended from time-to-time). Unless elsewhere provided by law, no fines shall become a lien against an apartment unit. No fine shall exceed one hundred dollars (\$100.00) per violation, unless permitted by applicable law. A fine may be levied each day, with a single notice and opportunity for a hearing, for a continuing violation by considering each day the violation continues as being a separate violation. No such fine shall exceed one thousand dollars (\$1,000.00) in the aggregate unless a greater amount is provided for by law from time-to-time. The party(s) against whom the fine is sought shall be given an opportunity for a hearing after not less than fourteen (14) days notice of same. Said notice shall include: (1) The time, date, and place of the hearing; (2) A statement of the specific violation; and (3) A short and plain statement of the matters asserted. The party(s) against whom the fine is to be levied shall have an opportunity to respond, to present evidence, and to provide written and/or oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material

considered by the Corporation. The hearing shall be held before a committee of other unit owners appointed by the Board of Directors. No director shall be a member of this committee. If a majority of the committee does not agree with the fine, it shall not be levied.

**Section 10. Legal Actions:** In addition to, and not in lieu of the foregoing, in the event of a violation, breach, or default of any of the cooperative documents, the Corporation may take any legal action available, and utilize all legal remedies available, and the prevailing party in any such action shall be entitled to recover its attorneys' fees and costs, including all appellate procedures. The election of any remedy shall not preclude or limit the Corporations' ability or authority to use any other legal remedy(s) available.

## **ARTICLE XI. AMENDMENTS TO BYLAWS AND PROPRIETARY LEASE**

**Section 1. Vote Requirement:** The Bylaws and Proprietary Lease of the Corporation may be amended at any regular or special meeting of the unit owners by a two-thirds (2/3) vote of those unit owners voting in person or by limited proxy provided at least one-hundred and eight (108) voting unit owners are represented in the balloting, and provided that the notice of said unit owners' meeting has been distributed to the unit owners in accordance with the provisions of Article III, Section 2 of these Bylaws.

**Section 2. Assessment Changes:** Anything to the contrary notwithstanding herein contained, the owner's Proprietary Leases, Bylaws, or the Certificate of Incorporation of the Corporation may not be amended so as to change the formula for assessments to be levied against all unit owners or so as to change, in any way, the owner's equity assigned to each of the apartment units or so as to change the voting rights of any unit owner.

## **ARTICLE XII. OWNER'S EQUITY**

**Section 1.** Each unit owner shall have an equity in the apartment unit to which said unit owner holds a Proprietary Lease. The unit owner's equity in said apartment is as follows:

- A. Apartment numbers 103, 109, III, 121, and 123 shall each have an assigned equity of .49%.
- B. Apartment numbers 102, 108, 110, 116, 122, 124, 203, 209, 211, 215, 221, and 223 shall each have an assigned equity of .517%.
- C. Apartment numbers 201, 202, 208, 210, 216, 222, 224, 303, 309, 311, 315, 321, and 323 shall each have an assigned equity of .543%.
- D. Apartment numbers 301, 302, 308, 310, 316, 322, and 324 shall each have an assigned equity of .57%.
- E. Apartment numbers 402, 403, 408, 409, 410, 411, 415, 416, 421, 422, 423, and 424 shall each have an assigned equity of .597%.
- F. Apartment numbers 401, 502, 503, 508, 509, 510, 511, 515, 516, 521, 522, 523, and 524 shall each have an assigned equity of .623%.
- G. Apartment numbers 501, 105, 107, 117, and 119 shall each have an assigned equity of .65%.
- H. Apartment numbers 104, 106, 118, 120, 205, 207, 217, and 219 shall each have an assigned equity of .676%.
- I. Apartment numbers 204, 206, 218, 220, 305, 307, 317, and 319 shall each have an assigned equity of .703%.
- J. Apartment numbers 304, 306, 318, and 320 shall each have an assigned equity of .729%.
- K. Apartment numbers 404, 405, 406, 407, 417, 418, 419, and 420 shall each have an assigned equity of .756%.
- L. Apartment numbers 504, 505, 506, 507, 517, 518, 519, 520, and 610 shall each have an assigned equity of .782%.
- M. Apartment numbers 113 and 125 shall each have an assigned equity of .795%.
- N. Apartment numbers 112, 126, 213, 225, 604, 607, 609, and 612 shall each have an assigned equity of .822%.
- O. Apartment numbers 212, 226, 313, and 325 shall each have an assigned equity of .848%.

- P. Apartment numbers 312, 326, and 608 shall each have an assigned equity of .875%.
- Q. Apartment number 214 shall have an assigned equity of .888%.
- R. Apartment numbers 412, 413, 425, and 426 shall each have an assigned equity of .901%.
  
- S. Apartment number 314 shall have an assigned equity of .915%.
- T. Apartment numbers 512, 513, 525, and 526 shall each have an assigned equity of .928%.
- U. Apartment number 414 shall have an assigned equity of .941%.
- V. Apartment number 514 shall have an assigned equity of .968%.
- W. Apartment numbers 602 and 603 shall each have an assigned equity of 1.220%.
- X. Apartment number 601 shall have an assigned equity of 1.273%.
- Y. Apartment numbers 605, 606, 611, and 614 shall each have an assigned equity of 1.326%.
- Z. Apartment number 600 shall have an assigned equity of .451%.

The percentage of ownership in the assets of the Corporation, as set forth above, shall control in case of any distribution made to the unit owners by reason of any sale or other distribution of corporate assets.

**Section 2. Mortgage Obligation:** The equity of any unit owner having the obligation to the Corporation of paying a portion of the overall mortgage allocated to said apartment unit shall be subject to the balance of the principal and interest of the portion of said mortgage allocated to said apartment unit and still outstanding. Said unit owner's equity shall be increased proportionately as payments are made by said owner on the portion of the principal and interest of said mortgage allocated to his or her apartment unit.

**Section 3. Equity Exclusions:** The owner's equity assigned to each apartment unit in Section 1 above, shall not include any furniture, fixtures, or furnishings, or alterations or additions installed by said unit owner.

**ARTICLE XIII. SALE, PURCHASE, LEASE, EXCHANGE, OR MORTGAGE OF CORPORATE PROPERTY, CONSOLIDATION, MERGER, OR DISSOLUTION OF THE CORPORATION**

**Section 1. Approval - Vote:** The property belonging to the Corporation shall not be sold, leased, exchanged, or mortgaged as an entirety without the approval by vote or written consent of three-quarters (3/4) of all the voting unit owners. No real property shall be purchased or leased by the Corporation without the approval by vote of three-fourths (3/4) of all voting unit owners of Proprietary Leases.

**Section 2. Governing Statutes:** The consolidation, merger, or dissolution of the Corporation shall be governed by the applicable laws of the state of Florida in existence at the time such action is taken.

**ARTICLE XIV. MISCELLANEOUS**

**Section 1. A/C and Exterior Improvements:** No air-conditioning units, in addition to those installed by the Developer, will be permitted, and no exterior improvements, changes, or alterations of any kind, including but not limited to, screens, shutters, jalousies, windows, walls, awnings, doors, or painting the same shall be permitted without the written consent of the Board of Directors of ROYAL SAXON, INC.

**Section 2. Pets:** No pets shall be allowed on the premises except miniature fishes normally kept in a home aquarium; also, one (1) canary and/or one (1) parakeet.

**ARTICLE XV. DOCKS**

Any owner having dock space allocated to him by the Board of Directors shall be responsible for the cost of maintaining and operating the same and keeping the same in a neat, clean, safe, and sanitary condition at all times. Any violation of this provision for a period of thirty (30) days from notice of the same to any owner shall constitute a default under the provisions of Article X of the Bylaws.

**ARTICLE XVI. PARLIAMENTARY AUTHORITY**

ROBERTS RULES OF ORDER, CURRENT EDITION, shall govern this Corporation in all cases in which they are applicable and in which they are not in conflict with these Bylaws and the Certificate of Incorporation.

**ARTICLE XVII. METHOD OF SETTLING CLAIMS**

**Section 1. Arbitration:** Any controversy or claim arising out of the provisions of these Bylaws, the Proprietary Lease, or the Rules and Regulations of the ROYAL SAXON, INC., shall be adjudicated by the American Arbitration Association, and that decision shall be binding in any court.

**Section 2. Indemnification:** Consistent with and in the same manner and to the full extent authorized by Section (4), Chapter 608 of the Florida Statutes, as the same may from time-to-time be amended and renumbered, Royal Saxon, Inc., shall indemnify all persons who may be so indemnified thereunder. To the extent the Board of Directors shall authorize from time-to-time insurance coverage for the indemnification of persons for any such purpose within statutory limitations, the premium costs shall constitute a common expense.

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# Conduct

The Royal Saxon is a private residence building and no regular business activity may be conducted on the premises.

- You are responsible for the behavior of your guests. It is your responsibility to tell them about these rules. Keep this manual handy for reference.
- The Royal Saxon common facilities (such as the pool, the social room, the laundry rooms, the parking lot and the dock) are for the exclusive use of our residents and their guests.
- This is a smoke free building. This means you may not smoke, carry lighted cigarettes, cigars or pipes in the common areas of the building and the pool area. Smoking is allowed on the dock and in the parking lot, but no closer than 30 feet of the building.
- You may not engage in any activity that is a violation of any law, code or ordinance.
- You are encouraged to be considerate of your neighbors at all times. Conversation, music and television should be subdued after 11:00 p.m. The Town of Palm Beach has an anti-noise ordinance, which begins at 11:00 p.m.
- You may attach to your door only those items approved by the Board of Directors. Objects of temporary significance may be attached to the doors and door frames such as seasonal, holiday or religious decorations for a reasonable period.
- Feeding birds or other wild animals from the balconies, patios or Royal Saxon grounds is prohibited.
- Persons using cell phones in public areas are asked to be considerate of others in the area. Please speak quietly and do not use your speaker phone while in the common areas.

# Dress code

Proper attire is required in common areas. Please dress as if you were going out in public when you enter the common areas – no pajamas, housecoats, or nightgowns.

There are a few specific rules about bathing attire. You must keep your bathing attire covered when you are in the building. You cannot pass through the social areas and halls in towels, bathrobes or bathing attire.

# Hours of Use

Some of our common facilities may only be used during certain times. Those facilities and the applicable times are:

Laundry room	8:00 a.m. through 10:00 p.m.
Trash room	8:00 a.m. through 10:00 p.m.
Fitness & Social rooms	24 hours a day
Service entrance	8:00 a.m. through 9:00 p.m. *
Swimming pool	Dawn to 9:30 p.m.

\*At 5:30 pm the service entrance is locked. There is a doorbell located at the service entrance for your convenience.

A few activities inside your unit are restricted because they may affect your neighbors. Conversation, music and televisions should be subdued after 11:00 p.m. Dishwasher and garbage disposals cannot be started after 10:00 p.m. Remodeling or repairing may only be done during the following hours and is not allowed on these Holidays - New Year's Day, MLK Day, Presidents' Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Veterans' Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve:

## Off Season – May 1 to Nov 30

Monday – Friday	9:00 a.m. and 5:00 p.m.*
Saturday	9:00 a.m. to 12:00 noon **
Sunday	No work may be done **

## Season - Dec 1 to Apr 30

Monday – Friday	9:00 a.m. and 5:00 p.m.*
Saturday	No work may be done **
Sunday	No work may be done **

\*Contractors performing “quiet work” may begin before 9:00 am.

\*\* Non construction service workers (Comcast, AT&T, appliance repair) may provide “quiet work” on weekends as long as it is approved by the office in advance.

# Construction / Repairs

Unit owners are not allowed to renovate, remodel, or make major changes inside their unit between December 1<sup>st</sup> and April 30<sup>th</sup>. The exceptions to this rule are water heaters, air conditioning units, and impact windows.

The manager must be notified prior to any work being started in a unit. A renovation form as well as copies of; permit(s), contractor's license, liability insurance, workman's compensation insurance, and list of employees working in the building must be received, reviewed, and approved before construction can begin.

You must contact the office prior to installing water heaters. All necessary permits must be obtained from the Town of Palm Beach prior to the installation of hot water heaters. Tankless water heaters are NOT allowed to be installed in the building after March 2010.

All units must include standard soundproofing under flooring installations.

# Windows & Shutters

Exterior doors, windows and shutters are the responsibility of unit owners and must be maintained by the unit owner to be in good working order.

Shutters may no longer be installed on the building. Shutters may be repaired, but if replacement is necessary the unit owner must install impact rated windows.

Impact rated windows must be white in color, of aluminum frame, the same size as the door or window being replaced, and windows must be single hung (sliding vertically – up and down). Window color or window tint must be grey.

Clam Shells must be kept in working order and aesthetic in appearance. Crooked clam shells or clam shells in need of painting must be repaired and maintained promptly by the owner.

Accordion, sliding, and roll down shutters require lubrication and should be serviced at least once every year by a licensed shutter company.

Shutters that do not operate properly or do not lock securely must be repaired immediately.

## Extended Absences

The following rules apply during:

**Hurricane Season** – June 1 – Nov. 30 – if you are absent **1 week** or more

**Winter Season** – Dec. 1 – May 31 – if you are absent **3 weeks** or more

- Store your bicycles in your unit or off the premises, not in the Royal Saxon bike rack.
- Shut off **all water valves** in your unit (hot water heater, toilet bowls and sinks).  
Maintenance will do a follow up check.
- Turn your A/C units on and thermostats set at 76 degrees in order to prevent **MOLD**.  
Maintenance will do a follow up check.
- Leave keys, to any vehicles left in the parking lot, in your apartment marked with pertinent information. You must sign a waiver releasing the Royal Saxon or its' agents from responsibility for moving your car in the event of a hurricane or other necessity.
- Notify the doorman when you are leaving.

### Hurricane Season Only

- Remove all items (flower pots, furniture, umbrella, etc.) from balconies, terraces and patios.
- You must either **close your hurricane shutters and awnings** yourself or make arrangements for maintenance to close them for you. You will be billed for this work at our current rates. All occupied units, during a hurricane warning, will incur a charge for opening and closing shutters. **All shutters must be maintained and in good working condition.**
- Remove all items from your refrigerator, turn the breaker off, and leave the doors open to avoid mold and odor development.
- Please remove all food items from counters and only store nonperishable foods in tightly sealed containers. This helps to keep unwanted pest out of your home.

## Occupancy of Your Unit

There are rules regarding the number of residents allowed to reside in each unit. One bedroom, one bathroom shall be occupied by no more than three (3) persons. One bedroom, two- bath units shall be occupied by no more than four (4) persons. Two bedrooms, two bath units shall be occupied by no more than five (5) persons. This does not preclude overnight guests.

Your relatives to the second degree (child, parent, grandparent, grandchild, brother and sister, and their spouses) may occupy your unit when you are not present for up to 30 days without being vetted and approved by the Board of Directors. If you want other occupants to stay there in your absence, they may do so only on a rental basis as described in the Bylaws. You must notify the Royal Saxon doorperson **prior** to the arrival of family members.

## Guests

There are a few rules that apply specifically to guests. You are responsible for making certain they know the rules. Guests must park only in spaces marked "guest". They must check in with the door staff who must then announce them. If your guests refuse to identify themselves, the door staff is required to refuse them admittance to the building.

## Pets & Pests

The Royal Saxon is a NO PET building. However, you may keep miniature fish or up to two small birds in your unit. They must be kept in a single aquarium or cage of a size appropriate to apartment living. You may not keep any other pets in your unit.

Pest Control is required in each unit and is included in your monthly maintenance fee. However, the association realizes that some people may have allergies or other related issues that prohibit them from being exposed to pesticides. If you do not have the monthly pesticide service and have a problem, you will be required to reimburse the Royal Saxon the cost of the special visit by the pesticide company.

## Access to Your Unit

Anyone who does not reside in your unit will not be given the key to your unit without your **written permission**. You should inform the manager in writing if you want someone to have such access.

All unit owners are required to inform the manager when selling their apartment. Real Estate agents will be given instructions on the procedure which includes authorization of Real Estate personnel to show the unit and a copy of the contract with the listing agent.

If you expect maids, servicemen, or repairmen while you are away, you must notify the front desk in writing or by filling out a service authorization form. These forms are available on our website and at the front desk.

Florida law allows us to have access to your unit in the event of a necessary inspection or emergency according to FLORIDA STATUTES 719.104, #1. Most owners elect to provide the Royal Saxon with a

duplicate key to allow easy access in those circumstances. If you choose not to do so and an emergency arises, we will force entry to your unit, and you will be responsible for any necessary repairs. If entry is required, a court order will be obtained at the owner's expense.

**F.S. 719.104 (1) – Right of access to units** – The association has the irrevocable right of access to each unit from time to time during reasonable hours when necessary for the maintenance, repair, or replacement of any structural components of the building or of any mechanical, electrical, or plumbing elements necessary to prevent damage to the building or to another unit.

## Fitness Area

The Fitness Area is open to all adult residents and guests. Use of the equipment is at your own risk. Children 14 and under are not allowed in the Fitness Area. Children between 14 & 18 must have adult supervision. There is a 30 minute time limit on machines if others are waiting.

## Social Room

The Social Room is normally open to all residents and guests. The room offers FREE WiFi, tables, seating, a great view, and a big screen TV with HD Cable service. Periodically the room is reserved by a resident for a special event. The Social Room is closed during those events as well as certain meeting times which are posted in advance. You may reserve the social room for individual or private functions. Permission must be obtained in advance from the manager. If the Royal Saxon staff assists you in preparing the room or cleaning up afterwards, you will be charged a reasonable fee for that work.

There is a \$150 refundable fee that is required when reserving the Social Room for private functions. This only applies when anybody other than Royal Saxon residents will be in attendance. A form is available in the office that must be completed and retained by the office staff. The \$150 deposit will be refunded once the Social Room has been inspected by the manager. Please keep all noise within reasonable limits. There is a residential unit to one side of the social room, as well as above.

## Pool

All owners, residents and guests may use the pool except those who are ill, suffering from a contagious skin condition, and those who are not toilet-trained, or who are incontinent. **Anyone wearing diapers or anything similar (i.e. swim pants, Depends, training pants, etc.) is not allowed in the pool.**

NO glass or food on pool deck. Food may be consumed at the high top tables on the wood decking or by the grill at the social room.

There are a few general rules for the safety and convenience of others. You may use personal flotation devices in the pool as long as you do not interfere with other pool users. Balls and toys are not allowed in the pool. You may detach the flotation rope spanning the pool if you want to swim laps but you must reattach it immediately after you finish. You may not have carriages or blankets on the lawns surrounding the pool deck. The only parties that may be held at the pool area are those sponsored by the Royal Saxon. For safety purposes, shoes or other items should not be left in the pathway to or from the pool steps.

You must take a shower before entering the pool. If you have used suntan or other lotions, you must remove them with a soap shower before entering the pool.

Showers are to be used for pool purposes during pool hours. **SHOWERS FOR PERSONAL BATHING ARE NOT ALLOWED. Personal flotation devices must not be left in the common areas.** You are required to store them in your apartment.

You are responsible for taking care of the Royal Saxon pool property. For instance, if you open the pool umbrellas, you are responsible for closing them when you are finished. If you move furniture, please replace it. When in bathing attire, you must cover the chairs and lounges with towels. You may not remove furniture from the pool area.

Children under the age of twelve must be supervised by a responsible adult while they use the pool or the dock area. The supervising adult must make sure that the children behave in an acceptable manner.

## Dock

Boat slips are leased to in-house residents on an annual basis. Boat owners must be in residence at least seasonally or be within 1 hour driving time of the unit and boat slip to hold an annual lease. Owners who rent their unit will not be eligible for a boat slip lease. Boat slip lessees must furnish proof of ownership, and liability and property damage insurance prior to having dock space allocated to them by the Board of Directors.

There is a dock agreement that must be completed by the unit owner and specific rules that must be adhered to prior to being assigned dock space. Please see the manager if you are interested in leasing dock space and to complete the necessary paperwork.

## Parking lot

The speed limit in the parking lot is 5 miles per hour. Everyone must heed the stop signs. Cars are to be parked "HEAD ON" only. Unit owners are limited to 2 vehicles, one car to be parked in the space assigned in your lease. If you have more than 1 vehicle you must use a "guest" space for an additional vehicle. You may use another owner's parking space providing you have written permission and a copy filed with the manager. There is 1 "handicapped" parking space for **guest use only**. The manager may have your car towed, at your expense, if you violate this rule.

Pickup trucks, vans, and motorcycles are only allowed to park in the far North or South row of the parking lot in guest spaces only. Commercial vehicles, trailers, mobile homes, motor homes, and similar vehicles must be parked in the far North or South row of the parking lot in guest spots only between the hours of 9 am and 9 pm, not overnight. Violators will be towed. "Service / staff" parking spaces can be used as guest spaces.

Cars may be covered by car covers in good condition while the vehicle is parked in your assigned space or in a guest space in the far north or south row of the parking lot. Covers may not be left unattended in parking spaces. For sale signs are not allowed on any vehicles in the parking lot.

If a vehicle is unsightly, (rusting, chipping or wore paint, flat tires, etc), the owner will be required to make improvements to the vehicle's appearance or remove it from the property at the owner's expense.

You may wash your car only in the southeast corner of the parking lot, where a space has been designated. A hose is provided for your use. Please turn off the water, replace the hose and remove all litter when you finish.

## Front Entrance and Service Entrance

The front door entrance is for exclusive use of owners or guests arriving or departing by car, and for those who are carrying small packages and luggage. It is manned twenty-four hours a day. However, it will be locked and manned between the hours of 9pm-7am. You should carry a front door key to use during this time, in case the doorperson is making nightly rounds. Loading and unloading your car must be done at the service area.

The service entrance is the side doorway adjacent to the workshop area. Delivery people, with the exception of FedEx, UPS and the Postal Service, should use this entrance exclusively. You must use this entrance between 8:00 a.m. and 9:00 p.m, if you are using carts; however the service entrance is locked at 5:30 pm. Your building front door key will open this door and there is a doorbell located at the service entrance for your convenience. Turn your engine off while loading or unloading, and move your vehicle out of the area within 15 minutes.

After 9:00 p.m. and before 8:00 a.m., you must use the front entrance, even if you are carrying packages and luggage.

Deliveries of items such as furniture must be made during the following hours **only**:

Mondays- Fridays	9a.m. – 5 p.m.
Saturday	9a.m. – 12 noon.
Sundays	No Deliveries allowed

The Royal Saxon will not accept or store furniture for unit owners. Discarded items need to be removed from premises on the same day and cannot be placed in our dumpster.

## Elevators

Padding must be affixed to the elevator walls to protect them from scuffing. They must be used when you move furniture or large objects. The door staff or the maintenance staff will mount them for you.

No unattended children under the age of 7 will be allowed in elevators.

## Hallways & Stairwells

According to fire code it is a violation for hallways or stairways to be obstructed; therefore leaving shopping carts, wheelchairs, walkers, baby carriages, etc. is a violation. People who leave obstructions in the hallway after a 2<sup>nd</sup> warning will have a summons delivered by the fire department. In addition, fire department regulations require the stairwell fire doors to be kept closed at all times. They may not be propped open, even temporarily.

The corridors must be kept clear of floor coverings (mats) of any kinds.

**Apartment doors must be kept closed at all times** (other than entering and departing). Open doors deprive neighbors of their privacy. They also impact the efficiency of the air handler's circulation of air in the hallways, which escalates the cost of operating, and **is a violation of the fire department code**. Violations should be reported to the manager.

## Trash Room

We recycle. There are trash rooms for your use located near the elevators on each floor. In these rooms, there are three plastic bins, one for newspaper, another for plastics and glass and one for aluminum cans. (soda & beer cans only). Please recycle whenever possible. There is a chute for all other trash. You must wrap trash going down the chute in plastic bags. **NO GLASS CONTAINERS ARE ALLOWED TO BE THROWN DOWN THE CHUTE**. Please rinse food out of containers before you dispose of them. You should dispose of food scraps in the disposal in your unit. No bags of trash may be put in recycling bins.

There is a large rubbish room on the ground floor. Large items such as cardboard boxes, pizza boxes, water bottle cases, A/C filters that could block the interior of the trash chute should be taken directly to the rubbish room on the 1<sup>st</sup> floor.

If any trash room located on floors 2-6 is closed, do not leave trash outside the room but take it to the ground floor rubbish room.

Hazardous materials cannot be disposed of either in the trash rooms or the rubbish room. These include things such as paint, oil, pesticides, oil-soaked rags and other volatile or flammable fluids or materials. Contact the manager to arrange disposal of these items. You are responsible for making arrangements for the disposal of furniture, water heaters, stoves and other large items. You can call the Town of Palm Beach for a special pick up at 561-838-5440.

All items left at the service area must be removed by 5 p.m. of the same day. All construction materials must be removed by the contractor.

## Laundry rooms

Washers and dryers are not permitted to be installed in individual units. The Royal Saxon has laundry rooms on each floor for your use.

Please use the laundry equipment with care. Do not overload the washers and dryers. Heavy spreads, blankets, pillows and rugs with or without rubber backing may not be washed or dried. Doing so may cause the equipment to break down. Also, cloths that have been used to wipe up hazardous materials such as paint, oil, or other volatile or flammable fluids cannot be washed or dried in the machines. This could be a fire hazard.

Clothes placed in the dryer must be only those that have been removed from the washing machine and ready for the dryer. **DRYING OF CLOTHES THAT HAVE NOT BEEN WASHED IS PROHIBITED.**

Once the washing cycle is finished, please remove your laundry immediately. Check the washing machine closely for small items such as loose socks, coins and buttons. After using the dryer, please clean the lint filter.

Since detergent can discolor the carpeting in the hallways, you must carry it in a plastic bag or bottle to and from the laundry rooms. If detergent spills in the laundry room, clean it up immediately. If you do not, it can be tracked into the hallway and discolor the carpet. **You are not permitted to use liquid bleach.**

The wash basin is to be used only for hand laundry. Do not use it to clean paint brushes, garbage cans or other items. Please leave it in a clean condition for the next user. You are responsible for informing your domestic employees of these rules and for making sure they abide by them.

## Bicycle Rack

Racks are provided for bicycles at the northeast corner of the parking lot. You are responsible for keeping your bicycle properly maintained so that it does not become an eyesore. Bicycles parked in the rack must contain an identifying tag from the management office. This is a discreet way for the association to know which bike belongs to which unit in case bikes are left in disrepair or after a resident moves away.

## Balconies (Floor 2-5), Patios (1<sup>st</sup> floor), & Terraces (6<sup>th</sup> floor)

Only single color umbrellas are allowed to be used on patios, balconies and terraces.

Balconies, patios, and terraces are not storage areas. Therefore all items except potted plants and umbrellas (including furniture, lamps or other furnishings) must not extend above the ornamental railing or hedges. You may **NOT** paint or tile the balcony or patio floor or any other part of the balcony or patio. **RUGS ARE NOT ALLOWED ON BALCONY OR PATIO FLOORS.** You may not install or attach to the building any fixture, screening or enclosure.

For the safety and convenience of people in other units, you may not throw anything over the railing (this includes shaking mops, rugs and the like). You may not hang clothes, towels or other items over the rail. Clothing racks to dry your clothes or undergarments are not allowed on balconies. The balconies are equipped with extension pipes to keep rainwater from damaging lower balconies. The pipes must be kept fitted to the balcony drain holes and kept open. You may not use the balcony drains to dispose of wastewater. Finally, you may not cook on your balcony, terrace or patio.

First floor patios (the cement area abutting the sliding door of each ground floor unit) are exclusive to the owner. However, the ground area abutting the patio and bordered by hedges, is a limited common area. You have exclusive use of it, but the Royal Saxon may access it to maintain the grounds. You may put plantings within the limited common area with approval by the Association, but the Board may remove them to allow proper landscaping or grounds maintenance.

Patios may be extended but **only with written permission from the Board.** Your request along with detailed drawings of your request must be provided to the Board for review. Concrete slabs cannot exceed 8' (perpendicular) from the building and must be within 2' of the neighboring unit or hedge.

The sixth-floor terraces are limited common areas that are maintained by the building. Owners have exclusive use of it, but the Royal Saxon has the right to access it to maintain and repair the building. All rules pertaining to balconies shall apply. You may provide a barrier between neighboring units, such as a removable planter.

## Packages, Carts, & Storage

The Association assumes no liability for furniture or packages shipped to or from the building.

The Palm Beach Fire Code says that nothing may be stored in your air-conditioner closet. It is a fire hazard and fire code violation.

If you have a lockable storage bin, use it to store luggage and other items. The Palm Beach fire code will not allow you to store volatile or flammable materials. Nothing can be stored in the storage room that does not fit into your bin.

Carts must not be left in hallways or in elevators after use. They must be returned to the service area promptly by the user.

## Maintenance personnel

The first responsibility of maintenance personnel is the care and protection of our common areas. When time permits, however, some work may be performed by our maintenance personnel while on our time. The office maintains a schedule of such work and the charges for it. If you wish to have such work done, make arrangements with the office for a work order and ascertain the proper charges.

Except in emergencies, our employees are not allowed to enter an apartment without a work order from the office. No work will be done until any delinquent charges have been paid.

Employees may work for individual owners after their regular working hours, or on their days off. This work is voluntary on the employees' part, and the Association assumes no liability for any employee acting as an individual agent in a unit owner's behalf. A signed release of liability from the Royal Saxon is required, by all unit owners that use Association personnel during off duty hours to perform various services.

**Please note:** Association employees may not do any work that requires a permit by the Town of Palm Beach. This includes electrical, plumbing, structural, hard surface flooring, and other categories inspected by the Town.

## Inspection of records

The official Records of the Royal Saxon are available for inspection and copying by owners. A written request to do so is delivered to the manager or other person hereafter designated by the Royal Saxon.

Owners shall be limited to one request per month. Requests for inspection by an owner and/or their designated agent shall not exceed five (5) requests in any one (1) year period. If a voluminous amount of records are to be retrieved from storage, the requesting owner must pay the reasonable cost of such retrieval, including overtime pay for employees if necessary. If an owner is delinquent in paying any assessment due the Royal Saxon, that owner will be required to pay any retrieval costs or copying costs in advance.

A board member or a paid employee of the Royal Saxon will oversee and supervise any records inspection by an owner or their designated agent. Therefore, the number of documents requested must be limited to those that an owner can review within a period of two (2) hours. Upon receipt of any request for inspection by any owner, the Royal Saxon will review the records requested and determine whether a review of such records can be reasonably completed within the designated timeframe.

If the Royal Saxon determines that the number of documents requested cannot be inspected within the designated time frame, it will so notify the owner who requested such records. It will be the obligation of the

requesting owner to specifically designate which records they want to inspect at the requested time. The Royal Saxon may allow a longer period for any particular inspection of records at its option, provided that one or more of the following conditions occurs:

- (1) The supervising Board member has agreed to extend the inspection period beyond two (2) hours. Under no circumstances will a board member or any other volunteer be required to extend the review period;
- (2) If the inspection is to be supervised by a paid employee of the Royal Saxon, any extended inspection of records must be approved in advance by the manager or the Board of Directors. As consideration for extending the review period, the Board or manager will require any owner to reimburse the Royal Saxon for the portion of that employee's hourly wage or salary allocated to supervising the records inspection, including the payment of overtime wages incurred.

The Royal Saxon, its directors, agents and employees, are not required to explain or interpret any records. The obligation of the Royal Saxon is limited to the production of official records only. Therefore, the description of official records to be reviewed must be specific enough so that the person retrieving such records is not required to exercise any independent judgment as to what records an owner is actually seeking to review.

## **Bulletin Board**

There is an official bulletin board in the lobby area, near the mailboxes. In addition, authorized official notices may be placed in the lobby area.

## **Advertising**

Soliciting is not allowed in the building or on the grounds. You may slip personal notes under the door of your friends, and the Royal Saxon may slip notes under the doors of any resident. No other communications may be made in that manner.

You may not place signs or advertisements, including 'open house' ads for the sale of units or for sale signs on vehicles anywhere on the property. An 'open house' for the sale or rental of an apartment is prohibited.

# Storm Preparation

Technology has come a long way in predicting potential storms and the areas that they may affect. However, technology is not perfect and we need to take all storm watches and warnings seriously. If the Town of Palm Beach issues an evacuation, the Association recommends you take their advice. Once the Island is evacuated, the following will greatly impede your ability to travel and receive assistance.

- Royal Saxon staff will be sent home
- Draw Bridges will be closed
- NO emergency services – 911 will not dispatch anyone to assist you
  - NO Police
  - NO Ambulance
  - NO Fire Department
- NO water or food delivery by the Town (this service was provided in the past but has ceased)
- Building could lose power
- Water and Gas service could be affected

Please, for your own safety, leave the building if the Town issues an evacuation.

The staff will watch all potential storms closely and the building will follow the below protocol for potential severe Tropical Storms and Hurricanes:

## **5 DAYS** out from predicted storm –

- Staff will notify boat owners of pending storm and make sure owners are ready to move their boat if necessary.
- Staff will double check that all vacant units are closed (furniture in, fridge empty, water off, and shutters closed)
- Propane tanks for grills will be topped off
- Fuel will be purchased for portable generators
- Portable generators will be double checked

## **3 DAYS** out from predicted storm / **Storm Warning** –

- Staff will begin closing building shutters protecting common areas: laundry, stairwells, social room, lobby (will be closed last)
- Staff will coordinate with those in residence to assist in closing their units

## **1 DAY** out from expected storm / **Storm Warning** –

- Pool furniture will be moved and stored off pool deck
- Boats must be removed from dock (at Hurricane warning)
- Staff will double check security of building and grounds
- Shutters on ALL units must be closed (at Hurricane warning)

**NOTICE:** The severity, direction, and proximity of the storm may alter the above plan. **The safety of the residents will always be the priority.**

## **EVACUATION DECLARED BY THE TOWN OF PALM BEACH – see next page**

- Staff will be ordered to leave the building and the Island.
- Residents will be encouraged to do the same.

## **EVACUATION DECLARED BY THE TOWN OF PALM BEACH**

Upon the Town of Palm Beach's call for a mandatory evacuation of the Island, the Royal Saxon will:

**Require all residents to evacuate the building**

**Turn off ALL equipment**

Elevators

Generator

Domestic Water Pumps

Air Handler

Cooling Tower and related pump

Main breaker to all vacant units

Pool pumps, salt generator, and feeders

Any additional equipment as deemed necessary for the safety of the equipment and the building

**Advise any resident** who insists on staying that no resources will be available to them and remind them that the Association has no liability if anything happens during the evacuation.

**Royal Saxon – 2019 Budget  
With and Without Reserves**

	2019 Budget NO Reserves	2019 Budget FULL Reserves
<b>Income</b>		
<b>4000 Income</b>		
<b>4010 Monthly Maintenance</b>	958,304	958,304
<b>4015 Dock Rental</b>	10,000	10,000
<b>4025 Late Fees &amp; Charges</b>	1,500	1,500
<b>4030 Interest</b>	1,500	1,500
<b>4035 Owner Work Order Charges</b>	2,000	2,000
<b>4040 Laundry Income</b>	10,000	10,000
<b>4060 Application Fees</b>	3,600	3,600
<b>4090 Other Income</b>	500	500
<b>Reserves</b>	<u>-</u>	<u>823,021</u>
<b>Total 4000 Income</b>	<b>987,404</b>	<b>1,810,425</b>
<b>Expense</b>		
<b>6099 Administrative</b>		
<b>6100 Insurance</b>	110,316	110,316
<b>6105 Lic., Fee's &amp; Permits</b>	2,500	2,500
<b>6120 Professional Fees</b>	6,500	6,500
<b>6130 Legal Fee's</b>	5,000	5,000
<b>6140 Applications</b>	2,500	2,500
<b>6160 Education Materials</b>	1,000	1,000
<b>6165 Interest Exp (insurance)</b>	2,500	2,500
<b>6170 Office Equipment</b>	4,000	4,000
<b>6180 Office Supplies/Printing</b>	3,500	3,500
<b>6185 Postage</b>	1,000	1,000

**Royal Saxon – 2019 Budget  
With and Without Reserves**

6187 Storage Expense	1,300	1,300
6190 Misc Administrative	<u>6,000</u>	<u>6,000</u>
<b>Total 6099 Administrative</b>	<b>146,116</b>	<b>146,116</b>
<b>6199 Building Expenses</b>		
6200 Roof	6,500	6,500
6210 Electrical	7,000	7,000
6215 Plumbing	15,000	15,000
6220 Painting	6,000	6,000
6225 Pest Control	8,000	8,000
6230 Janitorial	7,000	7,000
6235 Repair & Maintenance	7,000	7,000
6240 Fire Alarm Monitoring	500	500
6245 New Construction/Replaceme	10,000	10,000
6246 Trash Removal	3,500	3,500
6250 Misc Building	<u>4,500</u>	<u>4,500</u>
<b>Total 6199 Building Expenses</b>	<b>75,000</b>	<b>75,000</b>
<b>6399 Grounds</b>		
6400 Landscape Contract	40,000	40,000
6405 Fertilizer & Pest Control	1,500	1,500
6410 Plants & Sod	5,000	5,000
6425 Irrigation	1,500	1,500
6430 Parking Lot	500	500
6435 Dock	2,500	2,500
6440 Pool	10,000	10,000
6445 Misc Grounds	<u>10,000</u>	<u>10,000</u>
<b>Total 6399 Grounds</b>	<b>71,000</b>	<b>71,000</b>
<b>6500 Wages &amp; Benefits</b>		
6510 Wages & Salaries	380,724	380,724
6525 Payroll Taxes	35,000	35,000
6545 Workman's Compensation	15,000	15,000
6550 Uniforms	2,500	2,500
6555 Misc. Personnel	<u>1,500</u>	<u>1,500</u>
<b>Total 6500 Wages &amp; Benefits</b>	<b>434,724</b>	<b>434,724</b>
<b>6599 Equipment Maintenance</b>		
6600 Air Handler /Cooling Tower	10,000	10,000
6605 Elevators	7,000	7,000
6610 Generator	2,500	2,500
6615 Fire Safety	7,000	7,000
6620 Laundry Repair	3,500	3,500

**Royal Saxon – 2019 Budget  
With and Without Reserves**

<b>6621 Transfer to Laundry Acct</b>	6,500	6,500
<b>6625 Trash Compactor</b>	2,000	2,000
<b>6635 Misc Equipment</b>	7,564	7,564
<b>Total 6599 Equipment Maintenance</b>	<u>46,064</u>	<u>46,064</u>
<b>6699 Utilities</b>		
<b>6700 Electricity</b>	62,000	62,000
<b>6705 Water &amp; Sewer</b>	60,000	60,000
<b>6710 Natural Gas</b>	12,000	12,000
<b>6715 Cable TV</b>	75,000	75,000
<b>6720 Telephone</b>	5,500	5,500
<b>6725 Social Room WIFI</b>	<u>214,500</u>	<u>214,500</u>
<b>Total 6699 Utilities</b>		
<b>RESERVES</b>	0	823,021
<b>Total Expense</b>	<u>987,404</u>	<u>1,810,425</u>
<b>Net Income</b>	0	0

Royal Saxon 2019  
Monthly Maintenance and Reserve Schedule

**Monthly Maintenance Fees with WAIVED Reserves**

				\$	958,304
Type / BR	# of units	Percentage	Amount	Monthly Maintenance WAIVED Reserves	
1 bedroom	63	0.35980	\$ 5,473	\$	456
Convertible	40	0.29383	\$ 7,039	\$	587
2 bedroom	24	0.20835	\$ 8,319	\$	693
600	1	0.00445	\$ 4,264	\$	355
610	1	0.00831	\$ 7,964	\$	664
604,607,609, 612	4	0.03443	\$ 8,249	\$	687
608	1	0.00890	\$ 8,529	\$	711
605,606, 611, 614	4	0.04749	\$ 11,377	\$	948
601	1	0.01158	\$ 11,097	\$	925
602, 603	2	0.02285	\$ 10,949	\$	912
0.99999					

**Monthly Maintenance Fees with FULL Reserves**

				\$	1,810,425
Type / BR	# of units	Percentage	Amount	Monthly Maintenance w/ FULL Reserves	
1 bedroom	63	0.35980	\$ 10,340		862
Convertible	40	0.29383	\$ 13,299		1,108
2 bedroom	24	0.20835	\$ 15,717		1,310
600	1	0.00445	\$ 8,056		671
610	1	0.00831	\$ 15,045		1,254
604,607,609, 612	4	0.03443	\$ 15,583		1,299
608	1	0.00890	\$ 16,113		1,343
605,606, 611, 614	4	0.04749	\$ 21,494		1,791
601	1	0.01158	\$ 20,965		1,747
602, 603	2	0.02285	\$ 20,684		1,724
0.99999					

**2019 Reserve Schedule**

	Expected Life	Remaining Life	Cost to Replace	2018 Contribution
Cooling Tower	20	10	\$150,000	\$15,000
Elevators	30	15	\$200,000	\$13,333
Air Handler	10	0	\$150,000	\$150,000
Paving	25	0	\$205,000	\$205,000
Exterior Painting	8	1	\$125,000	\$125,000
Roof	25	1	\$310,000	\$310,000
Generator	30	16	\$75,000	\$4,688
				<b>\$823,021</b>

**Royal Saxon, Inc.**  
**LIMITED PROXY**

The undersigned owner(s) of **apartment number** \_\_\_\_\_ in Royal Saxon, Inc. hereby appoints \_\_\_\_\_ (write in name of your proxy holder) or the Secretary of the Corporation, if no name is entered, to act as my proxy holder to attend the budget meeting of Royal Saxon, Inc. to be held at 10:00 am on Monday, **December 3, 2018** located at 2840 South Ocean Boulevard, Palm Beach, Florida.

My proxy holder has the authority to vote for me to the same extent that I would if personally present, with power of substitution, except that my proxy holder is limited as indicated below.

1. To represent me as being present at the meeting for the limited purpose of establishing a quorum.
2. To cast my vote as I have indicated below – To:

- Approve the budget with WAIVED reserves.
- Approve the budget with FULLY FUNDED reserves.
- NOT approve the budget.

**Date.** \_\_\_\_\_ **Owners Signature** \_\_\_\_\_

**Owners Signature** \_\_\_\_\_

This proxy is revocable by the unit owner and is valid only for the meeting for which it is given and any lawful adjournment. In no event is this proxy valid for more than ninety (90) days from the date of the original meeting for which it was given.

# Royal Saxon

## Frequently Asked Questions

**Q. What are my voting rights?**

A. Each apartment is entitled to one (1) vote to amend the Articles of Organization (Proprietary Lease), the Bylaws, the Budget and for candidates for the Board of Directors.

**Q. Are there any restrictions on the use of my apartment unit?**

A. Yes. The house Rules and Regulations specify who may occupy the unit and the manner in which the swimming pool, grounds, laundry rooms, trash rooms, terraces, and patios, etc. may be utilized. There are also restrictive covenants contained in the Bylaws.

**Q. Who may occupy my apartment when I am not present?**

A. Only immediate family, namely: father; mother; grandfather; grandmother; sisters; brothers. *Nephews and nieces are not permitted to occupy your unit if you are not present.* If you are disabled, you may have a live-in assistant (*but only when you are present*). *Guests are only allowed to stay a maximum of 30 consecutive or non-consecutive days in a 12 month period.*

**Q. May I sublease my apartment?**

A. Yes. The Bylaws restrict subleasing to “once in a twenty-four month period, for a minimum of three (3) months, and a maximum of twelve (12) months within that twenty-four month period” and not within the first year of ownership. The sublease must be submitted to the Board for approval in the same manner as an original lease. A sublessee may not occupy your apartment until the sublease has been approved by the Board of Directors.

**Q. What is the monthly maintenance cost on my apartment?**

A. Maintenance assessments vary with apartment size. Please check with the Association office.

**Q. When are the monthly maintenance payments due?**

A. First of each month; and are subject to additional charges if not received in the office by the 10<sup>th</sup> of the month.

**Q. Are there any special assessments pending?**

A. As of the writing of this, there are no pending assessments for 2017.

**Q. Do I have to pay rent, land-use fees, recreation fees, or any other fees?**

A. No.

**Q. How does the Boat Slips work?**

A. Boat slips are rented on an annual basis. There is currently a waiting list for any openings. The fee is \$5 per linear foot of boat with a \$100 a month minimum.

**Q. How does the kayak launch work?**

A. Any resident can use the floating launch in #8 boat slip. Craft storage is available on a first come first serve basis and slots are rented on an annual basis. At times, space may be available to rent on a month to month basis.

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**PURCHASE – APPLICANT CHECKLIST**

ALL ADULT OCCUPANTS MUST SUBMIT APPLICATION

Make sure your application is complete and legible. One application PER PERSON or MARRIED COUPLE

UNIT # \_\_\_\_\_ CLOSING DATE \_\_\_\_\_  
PRESENT OWNER \_\_\_\_\_  
PURCHASER NAME(S) \_\_\_\_\_  
PURCHASER PHONE # \_\_\_\_\_

**Please submit the following**

1. \_\_\_\_\_ APPLICANT CHECKLIST & APPLICANT OVERVIEW FORMS
2. \_\_\_\_\_ APPLICATION FOR OCCUPANCY (2 pages) AND AUTHORIZATION FORM
3. \_\_\_\_\_ APPLICATION FEE **\$150.00 PER PERSON OR MARRIED COUPLE**  
FUNDS MUST BE PAID IN US DOLLARS  
PAYABLE TO: **ROYAL SAXON INC.**
4. \_\_\_\_\_ COPY OF PURCHASE CONTRACT
5. \_\_\_\_\_ COPY OF LAST TWO YEARS TAX RETURNS AND ANY SUPPORTING SCHEDULES
6. \_\_\_\_\_ PHOTOCOPY OF DRIVER'S LICENSE OR PASSPORT FOR EACH APPLICANT
7. \_\_\_\_\_ COPY OF RECENT BANK STATEMENTS
8. \_\_\_\_\_ COPY OF FINANCIAL PORTFOLIO DISCLOSURE STATEMENT
9. \_\_\_\_\_ YOUR REALTOR HAS GIVEN YOU AND YOU HAVE READ AND UNDERSTAND THE ROYAL SAXON BY-LAWS AND RULES AND REGULATIONS PRIOR TO MEETING WITH THE INTERVIEW COMMITTEE. BY-LAWS AND RULES AND REGULATIONS CAN ALSO BE FOUND ONLINE AT WWW.ROYALSAXONINC.COM UNDER "NEWS"

Your application will be processed upon receipt of all necessary documents noted above. The Royal Saxon office will be in touch with you once the background check and verification of all information is complete. At that time, you will be scheduled to meet with the Interview Committee. This typically takes place within 2 weeks of the receipt of your application. After the interview, the Board of Directors will determine if your application has been accepted or denied. As soon as the decision is made you will be contacted by the manager.

**PLEASE NOTE: ALL ADULT OCCUPANTS WILL NEED TO BE INTERVIEWED IN PERSON PRIOR TO APPROVAL**

## APPLICANT OVERVIEW - PURCHASE

Please fill out all pages entirely. Some information requested is duplicated. This is to protect your privacy as this form is viewed by the interview committee and the application is provided to the licensed party that runs the criminal and financial background check.

UNIT # \_\_\_\_\_ PARKING SPACE(S)# \_\_\_\_\_ CLOSING DATE \_\_\_\_\_

PURCHASER(S) NAME & AGE: \_\_\_\_\_

CURRENT CITY & STATE: \_\_\_\_\_

**Marital status**

- Single
- Married (Maiden name: \_\_\_\_\_)
- Widow / Widower
- Divorced

**Number of people who will occupy the unit**

Adults over 18 \_\_\_\_\_  
Children \_\_\_\_\_

List the names and ages of all children who will occupy (children over 18 must complete a separate application)

\_\_\_\_\_  
\_\_\_\_\_

List your family members and their spouses (name and relation) who may occupy when you are not present. Family members authorized to occupy your unit are limited to parents, grandparents, children, grandchildren, brothers, and sisters and only for up to 30 days consecutive or non-consecutive in a year.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**How will you be purchasing your unit?**

- Cash
- Financed thru \_\_\_\_\_

**Source of income**

Employed \_\_\_\_\_ Retired \_\_\_\_\_ Self Employed \_\_\_\_\_ Annual Household Income \_\_\_\_\_

Where? \_\_\_\_\_ How long? \_\_\_\_\_

**Vehicles**

How many vehicles will you be parking here? \_\_\_\_\_ Year Round? \_\_\_\_\_

Vehicle type: Car \_\_\_\_\_ SUV \_\_\_\_\_ Van \_\_\_\_\_ Truck \_\_\_\_\_ Other \_\_\_\_\_

**READ FIRST:** Complete all questions and fill in all blanks. All information supplied is subject to verification. If any question is not answered/left blank, or answered falsely, this application may be returned, not processed, and/or not approved. Missing information will cause delays. Once submitted, order can be cancelled but your fee will not be refunded. Rev. 06/2014

**\*\* THIS APPLICATION IS FOR A SINGLE PERSON OR A MARRIED COUPLE ONLY! \*\***

**APPLICATION FOR OCCUPANCY**

Association Name: Royal Saxon, Inc.

Circle one: Purchase - Lease - Occupant - Unit.# \_\_\_\_\_ Bldg.# \_\_\_\_\_ Address applied for: \_\_\_\_\_

Full Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_

Circle One: Single - Married - Separated - Divorced - How Long? \_\_\_\_\_ Other legal or maiden name \_\_\_\_\_

Have you ever been convicted of a crime? \_\_\_\_\_ Date (s) \_\_\_\_\_ County/State Convicted in \_\_\_\_\_

Charge (s) \_\_\_\_\_

Applicant's Cell Number(s) \_\_\_\_\_ Applicant's Email Address \_\_\_\_\_

Spouse \_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_

Other legal or maiden name \_\_\_\_\_ Have you ever been convicted of a crime? \_\_\_\_\_ Date (s) \_\_\_\_\_

County/State Convicted in \_\_\_\_\_ Charge (s) \_\_\_\_\_

Spouse's Cell Number(s) \_\_\_\_\_ Spouse's Email Address \_\_\_\_\_

No. of people who will occupy unit – Adults (over age 18) \_\_\_\_\_ Description of Pets \_\_\_\_\_

Names and ages of others who will occupy unit \_\_\_\_\_

In case of emergency notify \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

**PART I – RESIDENCE HISTORY**

A. Present address \_\_\_\_\_ Phone \_\_\_\_\_  
(Include unit/apt number, city, state and zip code)

Apt. or Condo Name \_\_\_\_\_ Phone \_\_\_\_\_ Dates of Residency: From \_\_\_\_\_ to \_\_\_\_\_

Circle one: Own Home - Parent/Family Member - Rented Home - Rented Apt - Other \_\_\_\_\_ Rent/Mtg Amount \_\_\_\_\_

Are you on the Lease? \_\_\_\_\_ If not, who is the leaseholder? \_\_\_\_\_ Are you on the Deed? \_\_\_\_\_ If yes, under what name? \_\_\_\_\_

Name of Landlord \_\_\_\_\_ Phone \_\_\_\_\_ Email address \_\_\_\_\_

Circle one: Is your Landlord the: Owner of the property - Realtor - Family Member - Roommate - Property Manager - Other \_\_\_\_\_

B. Previous address \_\_\_\_\_  
(Include unit/apt number, city, state and zip code)

Apt. or Condo Name \_\_\_\_\_ Phone \_\_\_\_\_ Dates of Residency: From \_\_\_\_\_ to \_\_\_\_\_

Circle one: Own Home - Parent/Family Member - Rented Home - Rented Apt - Other \_\_\_\_\_ Rent/Mtg Amount \_\_\_\_\_

Were you on the Lease? \_\_\_\_\_ If not, who is the leaseholder? \_\_\_\_\_ Were you on the Deed? \_\_\_\_\_ If yes, under what name? \_\_\_\_\_

Name of Landlord \_\_\_\_\_ Phone \_\_\_\_\_ Email address \_\_\_\_\_

Circle one: Is your Landlord the: Owner of the property - Realtor - Family Member - Roommate - Property Manager - Other \_\_\_\_\_

C. Previous address \_\_\_\_\_  
(Include unit/apt number, city, state and zip code)

Apt. or Condo Name \_\_\_\_\_ Phone \_\_\_\_\_ Dates of Residency: From \_\_\_\_\_ to \_\_\_\_\_

Circle one: Own Home - Parent/Family Member - Rented Home - Rented Apt - Other \_\_\_\_\_ Rent/Mtg Amount \_\_\_\_\_

Were you on the Lease? \_\_\_\_\_ If not, who is the leaseholder? \_\_\_\_\_ Were you on the Deed? \_\_\_\_\_ If yes, under what name? \_\_\_\_\_

Name of Landlord \_\_\_\_\_ Phone \_\_\_\_\_ Email address \_\_\_\_\_

Circle one: Is your Landlord the: Owner of the property - Realtor - Family Member - Roommate - Property Manager - Other \_\_\_\_\_

**PART II – EMPLOYMENT REFERENCES**

\*Include a recent copy of an earnings statement to expedite processing\*

A. Employed by \_\_\_\_\_ Phone \_\_\_\_\_  
 Dates of Employment: From: \_\_\_\_\_ To: \_\_\_\_\_ Position \_\_\_\_\_ Fax \_\_\_\_\_  
 Monthly Gross Income \_\_\_\_\_ Address \_\_\_\_\_

B. Spouse Employed by \_\_\_\_\_ Phone \_\_\_\_\_  
 Dates of Employment: From: \_\_\_\_\_ To: \_\_\_\_\_ Position \_\_\_\_\_ Fax \_\_\_\_\_  
 Monthly Gross Income \_\_\_\_\_ Address \_\_\_\_\_

**PART III – BANK REFERENCES**

\*Include a recent copy of a bank statement to expedite processing\*

A. Bank Name \_\_\_\_\_ Checking Acct. # \_\_\_\_\_ Phone \_\_\_\_\_  
 Address \_\_\_\_\_ Fax \_\_\_\_\_

B. Bank Name \_\_\_\_\_ Savings Acct. # \_\_\_\_\_ Phone \_\_\_\_\_  
 Address \_\_\_\_\_ Fax \_\_\_\_\_

**PART IV – CHARACTER REFERENCES (No Family Members)**

1. Name \_\_\_\_\_ Home Phone \_\_\_\_\_  
 Address \_\_\_\_\_ Business Phone \_\_\_\_\_  
 Email Address \_\_\_\_\_ Cellular Phone \_\_\_\_\_

2. Name \_\_\_\_\_ Home Phone \_\_\_\_\_  
 Address \_\_\_\_\_ Business Phone \_\_\_\_\_  
 Email Address \_\_\_\_\_ Cellular Phone \_\_\_\_\_

3. Name \_\_\_\_\_ Home Phone \_\_\_\_\_  
 Address \_\_\_\_\_ Business Phone \_\_\_\_\_  
 Email Address \_\_\_\_\_ Cellular Phone \_\_\_\_\_

4. Name \_\_\_\_\_ Home Phone \_\_\_\_\_  
 Address \_\_\_\_\_ Business Phone \_\_\_\_\_  
 Email Address \_\_\_\_\_ Cellular Phone \_\_\_\_\_

Are you using a realtor? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes: Realtor's name \_\_\_\_\_  
 Email Address \_\_\_\_\_ Cellular Phone \_\_\_\_\_

Driver's License Number (Primary Applicant) \_\_\_\_\_ State Issued \_\_\_\_\_  
 Driver's License Number (Secondary Applicant) \_\_\_\_\_ State Issued \_\_\_\_\_  
 Make \_\_\_\_\_ Type \_\_\_\_\_ Year \_\_\_\_\_ License Plate No. \_\_\_\_\_  
 Make \_\_\_\_\_ Type \_\_\_\_\_ Year \_\_\_\_\_ License Plate No. \_\_\_\_\_

If this application is not legible or is not completely and accurately filled out, Associated Credit (and the Association) will not be liable or responsible for any inaccurate information in the investigation and related report (to the Association) caused by such omissions or illegibility.

By signing the applicant recognizes that the Association and Associated Credit will investigate the information supplied by the applicant, and a full disclosure of pertinent facts will be made to the Association. The investigation may be made of the applicant's character, general reputation, personal characteristics, credit standing, police arrest record and mode of living as applicable. This form is for the exclusive use of Associated Credit Reporting, Inc.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_ Spouse's Signature \_\_\_\_\_ Date \_\_\_\_\_

# Royal Saxon Inc.

2840 S. Ocean Boulevard  
Palm Beach, FL 33480

DATE:

## APPLICANT

## JOINT PARTY

Name	Name
Address	Address
City, State	City, State
Postal Code	Postal Code
Phone	Phone

## CURRENT ASSETS

## CURRENT LIABILITIES

Cash on Hand or in Banks		Mortgage(s) (Schedule "B")	
Financial Portfolio (also provide copy)		Rent	
Residence		Unpaid Taxes & Interest	
Real Estate (Schedule "A")		Other	
Other Assets			
TOTAL ASSETS		TOTAL LIABILITIES	

## APPLICANT INCOME, ANNUAL

## JOINT PARTY INCOME, ANNUAL

Salary		Salary	
Bonus		Bonus	
Commissions		Commissions	
Dividends		Dividends	
Rental Income		Rental Income	
Other Income (list)		Other Income (list)	
TOTAL INCOME		TOTAL INCOME	

**SCHEDULE "A" REAL ESTATE INCOME**

Description of Real Estate	Date Acquired	Cost	Market Value
Total			

**SCHEDULE "B" MORTGAGES**

Description of Mortgage	Cost	Market Value
Total		

I/We certify these statements to be true and correct as of the date indicated.

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Signature Applicant Date

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Signature Applicant Date

# ***ASSOCIATED CREDIT REPORTING, INC.***

Established 1985

4690 NW 103rd Avenue, Sunrise, Florida 33351  
www.associatedcreditreporting.com

Phone: 754-216-0025  
Toll Free: 800-676-7640  
Fax: 954-635-2157  
Toll Free Fax: 800-235-7185

## **\*\*\*AUTHORIZATION FORM\*\*\***

I/We hereby authorize **Associated Credit Reporting, Inc.** to obtain data to verify any and all information they request with regards to my/our Application for Occupancy, specifically the verification of my bank account(s), credit history, residential history, criminal record history, employment verification and character references.

I/We hereby waive any privileges I/we may have with respect to the said information in reference to its release to the aforesaid party. Information obtained for this report is to be released to the authorized party designated on the Application for Occupancy, for their exclusive use only. **PLEASE INCLUDE COPY OF DRIVER'S LICENSE TO CONFIRM IDENTITY.** If you do not have a driver's license, please include a copy of your Passport or current government issued identification card.

I/We acknowledge our rights as stated in the Fair Credit Report Act that I/we are entitled to a copy of the report upon proper written request and can dispute any inaccurate information for re-verification. I/We understand that Associated Credit Reporting, Inc. is not directly involved in the approval or denial of any applicant. The information received by Associated Credit Reporting, Inc. shall be held in strict confidence, protected as governed under the Fair Credit Reporting Act, and will never be released to any third party other than the designated recipient. I/We further understand that this is a non-refundable process.

By signing below, I/We further state the Application for Occupancy and Authorization Form were signed by me/us and was not originated with fraudulent intent by me/us or any other person and that the signature(s) below are my/our own proper legal signature. I/We certify (or declare) under penalty of perjury that I/We agree to the foregoing and; that all answers and information contained on the Application for Occupancy are true and correct and will hold Associated Credit Reporting, Inc. harmless from the result of the investigation.

\_\_\_\_\_  
(Applicant's Signature)

\_\_\_\_\_  
(Spouse's Signature)

\_\_\_\_\_  
(Applicant's Name Printed)

\_\_\_\_\_  
(Spouse's Name Printed)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Date Signed)