

RULES AND REGULATIONS

Royal Palm Bay Condominium Association

These "Rules and Regulation" for the Royal Palm Bay Condominium Association (the "Association"), shall be deemed in effect until amended, modified, or rescinded by the Board of Directors of the Association, and shall apply to and be binding upon all unit Owners, lessees, and occupants. The unit owners shall use their best efforts to see that these Rules and Regulations are faithfully observed by their families, guests, invitees, permitted lessees, and persons over whom they exercise control and supervision. All the terms used herein shall have the same meaning as defined in the Declaration of Condominium of Royal Palm Bay Condominium (the "Declaration"). The "Rules and Regulations" are as follows:

1. Building Appearance and Maintenance

a) All sidewalks, walkways, hallways, stairwells, and entrances, which are part of the Common Elements, must not be obstructed or used for any purpose other than ingress and egress. No personal property may be left or stored in any of the Common Elements, either on a temporary or permanent basis. Unit occupants may store their personal property only within their respective units and outside storage closets.

b) No clothing, bedding, linens, laundry, curtains, beach towels, plants, patio furniture, bikes, or any other such articles shall be hung, aired, dried, or stored in any "Front" outdoor entry area, balcony, railing or fence.

c) Nothing shall be shaken or hung from doors, windows, balconies, or patios, or any of the common elements. No personal property shall be stored or kept outside on any "Front" balcony of an upper unit or on any concrete area of a lower unit which can be seen from outside the unit.

d) "Back" balcony and patio area must be kept neat and tidy at all times. Patio furniture and neatly potted plants are acceptable. No clothing, bedding, liners, laundry, curtains, beach towels, or any other such articles shall be hung, aired, or dried on any "back" outdoor balcony or railing.

e) None of the common elements shall be decorated or furnished (except for a wreath, door mat or door decoration) by any unit owner or person.

f) All garbage or trash shall be properly placed in plastic bags and placed in appropriate dumpsters located throughout the community. Dumpsters shall not be used for disposal of large bulky personal or household property, such as beds, furniture, TV's, appliances, sinks, toilets, or any other large, bulky items that cannot properly be disposed of in a plastic bag in the dumpster. All cardboard boxes shall be folded flat or cut into pieces.

g) All unit owners shall keep and maintain the interior of their respective units in good condition and repair and shall promptly pay for all utilities which are billed separately to their unit.

h) No unit owner shall make or permit any disturbing noises by his/herself, family, or any other occupants of their unit, nor permit anything to be done by such persons that will unreasonable or unnecessarily interfere with the rights, comforts, or convenience of other unit **Owners and/or occupants**. No owner and/or occupants shall play, or permit to be played, any musical instrument, or operate or permit to be operated any television, radio, or sound amplifier inside any unit or outside any unit in common area or vehicles, in a manner as to unreasonably or unnecessarily interfere with the rights, comforts, or convenience of other owners and/or occupants.

i) No sign, advertisement, notice, or other lettering shall be exhibited, displayed, inscribed, painted, or affixed, in or upon any part of the common elements, parking area, or any part of a unit which is visible from the exterior of the building by any unit owner or occupant without written permission from the Association's Board of Directors.

j) No flammable, combustible, or explosive fluid, chemical, or substance, shall be kept in any unit or limited common element (back deck areas). No personal barbecue grills are allowed on any Common Elements, or in any unit or the unit's front or back balcony or patio. Barbecue grills are available for use at the clubhouse.

k) Unit owners and persons on property with their consent, permission or approval, expressed or implied, shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof, the utility room, telephone room, or any rooms used by the Association for the upkeep of the property. Such areas shall be restricted to those persons specially authorized by the Association or management agent in connection with maintenance, repair, or operation of the community.

l) Unit owners shall keep outside doors, as well as all window or patio door screens, in good condition.

m) All windows in each Unit are to be covered using white PVC vertical blinds. Blinds are to be kept in working order and in good appearance.

n) Maintenance repair issues, which are the Association's responsibility, shall be promptly reported to Management Company.

o) Exterior antennas and satellite dishes of any type shall not be permitted or used upon the Common Elements or condominium property unless and until an Architectural Review Board form has been submitted to the Association prior to the installation and the form shall have been approved by the Association. Interior flat antennas may be affixed only to the walls around the windows or placed on the floor. They may not be affixed to the window.

p) Owners are to properly maintain, repair and replace, those items which serve only their unit, including doors, window, glass, floor coverings, screens, walls, electric panels, electric wiring, electric outlets, fixtures, heaters, heating system, hot water heaters, refrigerators, dishwashers, drains, plumbing, fixtures/connections, water hoses to washing machines an ice makers, air handlers, air conditioners (and compressors), and other outside utility facilities designated as limited common elements.

q) If a Unit is to be vacant for over one month, the outdoor water faucet to any unit shall be turned off to prevent possible water damage the owner's unit and any adjacent units. The right side faucet is for the odd numbered units, the left side faucet is for the even numbered units.

r) If a water leak is detected, the unit owners or occupants shall promptly turn off the water supply and notify the Association's Management Company, and take other steps to mitigate the damage. The unit owner will not be allowed to turn the water back on until the leak has been fixed.

s) Smoking is PROHIBITED in all common element areas of Royal Palm Bay. Smoking is permitted in the two (2) designated smoking areas on the property. They are at the benches in the lake area at the first turn and at the benches in the lake area between buildings 2013 and 2027.

2. Parking Area

a) Each unit will be given two (2) Parking Permits and one (1) designated parking space. The permits will be used by the Owners and/or Long Term Renters and have the number of the designated parking space imprinted on them. Short Term renters will be given a paper permit with the designated parking space imprinted on them. This is to be placed on the dashboard. All other spaces NOT designated for a specific unit, shall be open to any vehicle displaying a Parking Permit issued by the Association. Parking is on a first come, first serve basis. Any vehicle parked in Royal Palm Bay, not bearing a permit of any kind will be tagged and towed at the violator's expense.

a1) For scheduled maintenance work, deliveries lasting more than one (1) hour or moving into or out of a unit, the owner or management company must obtain from the Association a paper permit for the vehicles used for the job. For emergency maintenance work, the owner or management company must advise the company doing the emergency work to place a paper on the dashboard of their vehicles stating the unit they are working in and the job being done.

b) No resident shall keep, park, store, or leave any kind of trailer, boat, camper, limousines, commercial or recreational vehicle, bus. Inoperable, unregistered or vehicles with expired tags and display a proper permit, may request from the BOD a period of time to make the vehicle operable or properly registered. After that period of time, the vehicle will be tagged and towed at the owner's expense.

c) Activities such as grilling, picnics, tailgating, roller blading, skate boarding or ball playing of any kind in the parking area are strictly prohibited.

d) No vehicle or motorcycle shall damage the road by leaking fluids from the vehicle. It is the owner's responsibility to clean up any fluids leaking from their vehicle. Motorcycles shall not dent the roadway with their kick stands.

3. Dogs and Cats

Each unit is limited to two (2) pets per unit. This includes dogs or cats.

Cats

Only indoor cats are allowed. If a cat is seen outside on the common element, it will be considered a stray and the appropriate steps will be taken to remove the cat. All cats must be licensed. If no license has been issued for the cat, a record of the cats' medical shots must be presented at the time of the rental.

Dogs

a) All dogs must be 20 lbs. or less, unless they are a **Service Animal** or **Emotional Support Animal**. The owner must possess the proper medical or psychological documentation for their need to have the said animal and report this information to the rental person, agency or management company. All dogs must be licensed. If no license has been issued for the dog, a record of the dogs' medical shots must be presented at the time of the rental.

b) Dogs must be on a leash at all times while on the Common Element and the dog owner is responsible to clean up after them.

c) Dangerous dogs as defined by the Association's Insurance carrier are prohibited. Akita, Alaskan Malamute, American Staffordshire, Terrier, Bull Mastiff, Chow, Dalmatian, Doberman, Doberman Pinscher, Eskimo, Spitz, German Shepherd, Giant Schnauzer, Great Dane, Husky, Pitt Bull, Portuguese Fila, Presa Canario, Rottweiler, Saint Bernard and any other breed of Wolf hybrid nature.

d) Nothing in this section shall be read to prohibit **Service Animals** or **Emotional Support Animals** as long as the animal, **unprovoked**, does not become aggressive toward another animal or human. Steps will then be taken to remove the animal.

4 Permitted Uses of Condominium Unit

a) All units on the condominium property shall be used for residential purposes only by owners, their families, guests, invitees and permitted leasers.

b) Units can be used for SHORT TERM and /or LONG TERM LEASE only. Bed and Breakfast' and sub-leasing of any unit is STRICTLY PROHIBITED. A License from Osceola County must be posted in any rental property.

c) Occupancy is limited to eight (8) people in a three (3) bedroom unit and shall be limited to six (6) people in a two (2) bedroom unit.

5. Prohibited Uses of Condominium Unit

a) No unit may be used for any purpose which would violate the zoning regulations of Osceola County or any other agreement for the condominium property.

b) No unit may be used in such a way as to be injurious to the reputation of the property.

c) No part of the condominium unit shall be used for any business purpose.

d) No nuisances, noxious, offensive or illegal activity shall be allowed to exist upon the condominium property.

6. Alteration of Condominium

a) All alterations and improvements must be in compliance with all existing building codes.

b) Common elements shall not be obstructed, lettered, defaced, or misused in any manner.

c) Unit owners, guests, residents/tenants are specifically cautioned that their right to make any addition, change, alteration, or decoration to the exterior appearance of any portion of the building or other Condominium Property is subject to the provisions of the Declarations.

d) Pursuant to the Association's Declaration, an Architectural Review Board Application is required to be submitted.

7. Violations

In the event a unit owner or occupant of the unit is in violation of the Rules and Regulations adopted by the Board of Directors and after notification by the Board of Directors continues to violate such Rules and Regulations, such unit owner shall be subject to a fine not to exceed \$50.00 plus the cost and expense, including reasonable attorney's fees, court fees of legal proceedings brought to enforce the violated Rules and Regulations; provided the party seeking enforcement has been successful in the litigation. A fine may be levied by the Board on the basis of each day of the continuing violation, with a single notice and opportunity for hearing before a committee. Fines shall not exceed \$1000.00 in the aggregate.

In satisfying the requirement that the Association's Violation Committee provided reasonable notice and an opportunity for a hearing before levying a fine against the owner of a unit or its occupant, licensee, or invitee, the Association hereby adopts the following procedure:

The party against to whom the fine is sought to be levied shall be afforded an opportunity for a hearing before Violations Committee, after reasonable notice of a not less than fourteen (14) business days and said notice shall include:

- a. A statement of the date, time, and place of the hearing.
- b. A statement of the provision of the Declaration, By-laws, or Association Rules which has allegedly been violated.
- c. The party against whom the fine may be levied shall have an opportunity to respond, to the present evidence, and to provide written and oral arguments on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.
- d. If violations are not corrected, and/or are repeated, the owners will be fined.

8. Clubhouse – Gym – Pool – Spa

- a) The clubhouse, gym, pool, and spa are to be used only by owners, guests, lessees, invitees, and occupants only.
- b) No children under the age of 16 allowed in the clubhouse or pool area without adult supervision. An adult is defined as someone over the age of 18 years old.
- c) No children under the age of 16 allowed in the SPA.
- d) No children under the age of 18 allowed in the GYM.
- e) A six digit access code will be used to enter the clubhouse. Only the adult occupants are to use the access code to enter the clubhouse. Individuals under 16 years of age may not use the code.
- f) Owners that violate the rules and regulations and/or do not pay their condo fees will have their privileges suspended in using the clubhouse and all the amenities. Tenants that violate the rules and regulations will have their privileges suspended in using the clubhouse and all the amenities.

9. Insurance

- a) It shall be the responsibility of the unit owner to obtain insurance coverage at their own expense for their personal property and fixtures. Owners will obtain comprehensive personal liability insurance, which shall include coverage for liability for damage to person or property of others located within the owner's unit.
- b) Failure to comply does not relieve an owner of monetary responsibilities that may result in unexpected out of the pocket expense should damage occur to adjacent units, buildings or Association property.
- c) The Association is not responsible to cover damages if an owner chooses not to carry their own rental or homeowners insurance.

10. Mandatory Nonbinding Arbitration of Disputes

All disputes or controversies that may arise between the parties concerning the interpretation of these Rules and Regulations shall be submitted to arbitration in the manner described in Florida Statutes 718.1255 (4). Prior to the institution of court litigation, the parties in a dispute, shall petition "The Division of Florida Land Sales, Condominium, and Mobile Homes of the Department of Business Regulation" for non-binding arbitration. Arbitration shall be conducted according to rules promulgated by this Division. The arbitration decision shall be presented to the parties in writing. The arbitration decision shall be final, if a complaint for a trial de novo is not filed in a court competent jurisdiction within thirty (30) days. Any party to arbitration proceeding may enforce the arbitration award by filing a petition in the circuit court, for the circuit in which the arbitration took place. This arbitration clause shall survive the closing, or any breach of the contract. If any provision of this arbitration clause is held invalid, the invalidity shall not affect the other provisions or applications of this arbitration clause.

11. Leases

Long term tenants four (4) months or longer must be approved by the Association whether they have a lease or it is month to month. Month to months must have a lease stating these rules.

a) Unit owner's intending to make a bona fide lease of their unit or any interest therein shall give the Association notice of such intention, along with any such other information concerning the intended lessee as the Association may require.

b) The owner or owner's management company is required to submit to Sentry Management Company by Certified Mail a copy of the signed lease and reference sheet with past rental history, credit, background, criminal, and sex offender search, along with a recommendation of approval or disapproval. The Association may deny a lessee's application based on its findings.

c) The Association will either approve or disapprove the lessee's application within ten (10) business days of receipt. If the potential lessee is disapproved, the Association shall notify the unit owner and provide a reason for not approving the lessee. If the Association does not approve or disapprove the lessee's application within ten (10) business days of receipt, the lessee will be deemed approved.

d) Leases must state that all occupants have been given, read, understood and will obey a copy of the Royal Palm Bay Condominium Association's Governing Documents, including these Rules and Regulations, the Declaration, By-laws and Articles of Incorporation. It is the unit owner's responsibility

to ensure that they, or their management company, have provided the Association's Governing Documents to the tenant(s). In addition, a separate form, signed by the tenant(s) stating they received the documents must be submitted to the Association.

e) The lease must state that if a tenant violates the rules and regulations, a review from the Association may result in a broken lease. With a broken lease the tenant is on a month to month lease and the owner is to give them a thirty (30) day notice to vacate. If the tenant does not vacate after thirty (30) days the owner must start the eviction process. If the owner continues to rent to this tenant the owner will be fined fifty dollars (\$50.00) a day that the tenant remains unless an eviction has been ordered. The Association will take legal action against the owner if the tenant remains and the owner doesn't evict the tenant(s). The owner will have to pay the entire cost of the attorney fees, court cost and all expenses incurred in this action.

f) A lease must state that if a unit owner is delinquent in paying any monetary obligation due to the Association, the Association may make written demand that the tenant pay to the Association the subsequent rental payments and continue to make such payment until all monetary obligations of the unit owner related to the specific unit have been paid in full.

g) If any monetary obligation is more than ninety (90) days delinquent, the tenant(s) cannot use the common elements until the monetary obligation is paid in full. This subsection does not apply to limited common elements intended to be used only by the unit, common elements needed to access the unit, utility services provided to the unit, or parking spaces.

h) The lease must state that the applicant's information is true and correct and hereby gives the Association the authorization to verify the references and information given and authorize the Association to obtain additional information if needed.

12. Management and Assessments

a) No unit owner or occupant shall direct, supervise, or in any manner attempt to assert any control over the employees of the Association or of any management agent employed by the Association. Complaints regarding the service of the condominium shall be made in writing to the management agent, as long as the Management Agreement remains in effect, and thereafter, to the Board of Directors of the Association.

b) For payment of assessments and maintenance fees, instructions included with the coupon booklets shall be followed.

c) Association dues are to be paid monthly. Payments are due on the 1st day of every calendar month. Payments which are not paid on or before the 10th of the month shall bear interest until paid at the highest rate allowed by law.

d) All payments made on an account's ledger shall first be applied to interest and fees. Any remaining amount will be applied to the oldest outstanding assessments due.

e) Interests will accrue at 1.5% per month (18%) per annum thereafter on all unpaid dues and assessments as of the 10th of the month.

f) Seriously delinquent accounts will incur additional fines, costs and penalties as the collection of the debt is pursued.

g) If a lien has been filed against a unit the Board of Directors has the authority to declare the entire annual assessment due and payable in full.

h) If a unit owner is more than ninety (90) days delinquent in paying a fee, fine or other monetary obligation due to the Association, the Association will suspend the right of the unit owner or the unit's occupant, licensee or invitee to use the common elements, common facilities or any other Association property until the fee, fine or other monetary obligation is paid in full. This subsection does not apply to limited common elements intended to be used only by the unit, common elements needed to access the unit, utility services provided to the unit, or parking spaces.

13. Additional Rules and Regulations

The Board of Directors of the Association reserves the right to make additional Rules and Regulations, as may be required from time to time, and to amend, modify and rescind the present Rules and Regulations, except for the Arbitration Rule. Such Amendments or modifications shall be as binding as all other Rules and Regulations previously adopted.

14. Declaration Controls

In the event of any inconsistency or conflict between these Rules and Regulations, or any amendments, thereof or additions thereto then the Declaration shall prevail.

15. Managers / Real Estate

Any managers, real estate agents, or any third party conducting business at Royal Palm Bay Condominium cannot violate the Association's Bylaws and our Rules and Regulations. They have a fiduciary duty and cannot be untrustworthy and/or unethical to their clients. If they violate any of the above requirements then they will not be allowed to conduct business in this community which includes but not limited to leasing and managing property at Royal Palm Bay Condominium.

16. New Owners / Purchasers

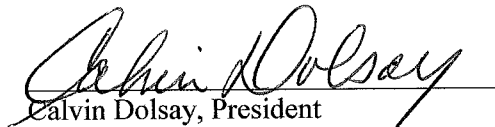
The Seller/Real Estate Agent are to give the Association a background check for credit, criminal, sex offenders, evictions and credit score for all condominium purchaser(s). All new owners must have a fair credit score or above. The Association may deny any purchase that has sexual and/or violent crimes listed on their background check. The purchaser(s) must give written approval to the Association to investigate, review, or verify all of the background reports. The Association may deny a purchase based on its findings.

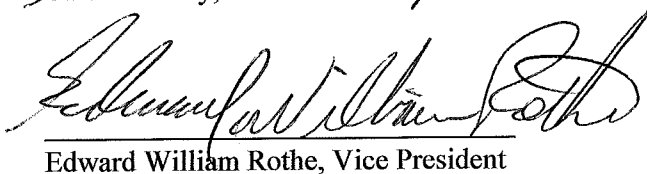
If the potential purchaser(s) is disapproved, the Association shall notify the purchaser(s) the reason for not approving the purchase and the seller/real estate agent will be notified also. If the Association does not approve or disapprove of the purchaser's documents within ten (10) business days of receipt, then the purchase will be deemed approved.

Purchaser(s) must be given at the time of closing, a copy of the Royal Palm Bay Condominium Association's Governing Documents, including these Rules and Regulations, the Declaration, By-Laws, and Articles of Incorporation, and will abide by them. In addition, a separate form stating the purchaser(s) received, read and understands the documents must be signed by the purchaser(s) and submitted to the Association.

Notice of the Rules and Regulations will be provided to the owners. The above Rules and Regulations will become effective thirty (30) days after the below date of approval. Owners and tenants have thirty (30) days to bring themselves, their tenants, and/or their unit into compliance.

The above Rules and Regulations were approved of at a properly noticed meeting of the Association's Board of Directors held on this 14 day of March, 201 .


Calvin Dolsay, President


Edward William Rothe, Vice President


Barbara Diamond, Secretary/Treasurer

ROYAL PALM BAY CONDOMINIUM ASSOCIATION
LONG TERM TENANT INFORMATION SHEET

2024 Royal Bay Blvd., Kissimmee, FL 34746

Tenant Information:

Name: _____

Current Address: _____

City: _____ State: _____ Zip: _____

How long at above address: _____ Reason for Leaving: _____

Phone: (H) _____ (W) _____ (C) _____

Email Address: _____

Date of Birth: ____/____/____ Male: ____ Female: ____

Vehicle(s) Information: If more than one vehicle that information needs to be noted here also.

Year: _____ Make: _____ Model: _____ Color: _____

License Plate: State: _____ Number: _____ Type: Car ___ Truck ___ Van ___ SUV ___

Owner Information: **Building #:** _____ **Unit #:** _____

Owner's Name: _____

Owner's Address: _____

City: _____ State: _____ Zip: _____

Owner's Phone: (H) _____ (W) _____ (C) _____

Owner's Email Address: _____

Owner's Management Company / Rental Agent

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Contact person: _____

Employer Information: Emergency Contact Only

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Business Phone: _____ Supervisors Name: _____

Other Information:

Pets:

Per Insurance these types of dogs are not permitted:

Akita, Alaskan Malamute, American Staffordshire Terrier, Bullmastiff, Chow, Dalmatian, Doberman Pinscher, Eskimo Spitz, German Shepherd, Giant Schnauzer, Great Dane, Husky, Pit Bull, Portuguese Fila, Presa Canario, Rottweiler, Saint Bernard and Wolf hybrid.

Dog(s) Limit two (2) under 20 lbs.

1. Breed _____ Is this dog aggressive/has this dog ever bitten anyone? YES NO

2. Breed _____ Is this dog aggressive/has this dog ever bitten anyone? YES NO

Note: All pets are to be licensed with Osceola County and have all required medical shots up to date and tags displayed on the collar.

Cat(s) Limit of (2) – **INDOOR ONLY!**

1. Breed _____

2. Breed _____

I declare that the statements above are true and correct. I also declare that I have received, read and understand the Rules and Regulations set forth by the Royal Palm Bay Condominium Association. I agree as long as I am a tenant residing at Royal Palm Bay Condominiums Building # _____ Unit # _____, that I will follow the Rules and Regulations and will insure that any occupants residing at this residence as well as any guests will also abide by the Rules and Regulations or be subject to the appropriate fines and penalties.

Tenants Signature: _____ Date: _____

Tenants Printed Name: _____

Office Use:

Name: _____ Address: _____ City: _____ State: _____

Zip Code: _____ Driver License #: _____ Signature: _____

Rules and Regulations were provided to tenant: Yes _____ Owner/Mgmt./Rental: _____ Date: _____
Check Initials