



Dear Rosemont Unit Owners,

Rosemont Documents allow unit owners to rent their unit once in a twelve month period. The minimum length of a lease is **3 months**. Before occupying the unit all occupants must fill out an application **pass a background check and have a 590 or higher credit score (criteria for the background see page 2** and attach a signed copy of the lease or purchase agreement and a copy of drivers License or ID.

The application fees are to be made payable to: **Banyan Property Management** with a **MONEY ORDER** or **CASHIERS CHECK** of **\$100.00** and a **second money order or cashiers check** made payable to: **Rosemont Condominium** in the amount of **\$137.00**

An interview will be scheduled with the Rosemont Board at which time a letter of approval for Occupancy will be given only after the orientation. The Rosemont Board of Directors meets only once a month.

Under the current Association Rule **NO FOR SALE OR RENT SIGNS** are to be placed in the windows of condo units or inside the community. An **OPEN HOUSE SHOULD BE REPORTED TO Banyan Property Management**. Please note no gate codes will be given out for showing purposes. Any signs placed out for the day must be removed by the end of that day.

Thank You,
Your Board of Directors

Criteria Description

Applicant has no bankruptcy in the last 24 months.

Applicant has no foreclosures in the last 24 months.

Applicant has no collections in the last 24 months.

Applicant has no legal items in the last 24 months.

Applicant has no tax liens in the last 24 months.

Applicant has no outstanding debt to previous landlords in the last 24 months as reported by the Credit Bureau.

Applicant has 40 % or fewer credit accounts rated 4 or higher in the last 24 months.

Applicant has no electrical and gas / water utility debt in the last 24 months

Applicant has no Criminal Records matched in the last 100 years.

Applicant has no Name with DOB matches in the registered sex offender database.

Applicant has no verified eviction records in the past 24 months.

Applicant has less than 1 verified eviction initial filings in the past 24 months.

Applicant has no RDI Apartment Collections in the past 24 months

Pass F = Fail N = Not applicable -- = Unavailable

(A 590 CREDIT SCORE OR HIGHER IS REQUIRED)



BANYAN

PROPERTY MANAGEMENT, INC.

Dedicated to Your Community

APPLICATION FOR PURCHASE/LEASE

ASSOCIATION _____

ADDRESS OF UNIT: _____

OWNERS/REALTOR NAME: _____

PHONE NUMBER OF OWNER/REALTOR: _____

Have a fully completed application, along with appropriate photo I.D before consideration or processing will commence. To ensure proper and timely processing, the forgoing must be received a minimum of 30 days prior to any closing date/move in date.

2328 South Congress Avenue • Suite 1-C • West Palm Beach, FL 33406
(561) 649-8585 • Fax (561) 649-0188

www.banyanproperty.com



BANYAN

PROPERTY MANAGEMENT, INC.

Dedicated to Your Community

APPLICATION FOR PURCHASE OR LEASE

ASSOCIATION: _____

ADDRESS OF UNIT: _____

Last name First name Middle Birth date

Social Security No. Drivers License No. State of license

Marital Status: Single _____ Married _____ Separated _____

Co-applicant last name First name Middle Birth date

Social Security No. Drivers License No. State of license

Expected move in date

Will the above listed person(s) be the only occupants? ___ Yes ___ No If No, list other occupants with Date(s) of Birth below:

NUMBER OF OCCUPANTS TO LIVE IN RESIDENCE _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

2328 South Congress Avenue • Suite 1-C • West Palm Beach, FL 33406
(561) 649-8585 • Fax (561) 649-0188

www.banyanproperty.com



BANYAN

PROPERTY MANAGEMENT, INC.

Dedicated to Your Community

RESIDENCE HISTORY

Current address	City/State	Zip code
Area code/phone number	own	rent how long
Name and address of present landlord or mortgage co.	area code/phone no.	monthly payment
Previous address (include landlord and apartment community)	area code/phone no.	how long

EMPLOYMENT HISTORY

Applicant employed by	Supervisors name	How long
Address	Area code/phone number	
Position held	Wage	Per hour/week/bi-weekly/monthly
Applicant previously employed by	Supervisors name	How long
Address	Area code/phone number	
Position held	Wage	Per hour/week/bi-weekly/monthly
Co-applicant employed by	Supervisor name	How long
Address	Area code/phone number	
Position held	Wage	Per hour/week/bi-weekly/monthly
Co-applicant previously employed by	Supervisors name	How long
Address	Area code/phone number	
Position held	Wage	Per hour/week/bi-weekly/monthly

2328 South Congress Avenue • Suite 1-C • West Palm Beach, FL 33406
(561) 649-8585 • Fax (561) 649-0188

www.banyanproperty.com



BANYAN

PROPERTY MANAGEMENT, INC.

Dedicated to Your Community

ADDITIONAL INCOME

Sources	Amount per year
---------	-----------------

PET INFORMATION

Type of pet (Dog/Cat/Bird/Fish)	Breed	Color	Weight
---------------------------------	-------	-------	--------

Type of pet (Dog/Cat/Bird/Fish)	Breed	Color	Weight
---------------------------------	-------	-------	--------

PALM BEACH COUNTY RABIES LICENSE TAG NUMBER

(Required by Palm Beach County Ordinance 98-22)

VEHICLE INFORMATION

If you have any recreational vehicles, (vans, boats, motorcycles) please specify. (NOTE: Certain vehicles may be prohibited.)

Vehicle make	Model	Year	Color	Tag
--------------	-------	------	-------	-----

Vehicle make	Model	Year	Color	Tag
--------------	-------	------	-------	-----

Vehicle make	Model	Year	Color	Tag
--------------	-------	------	-------	-----

2328 South Congress Avenue • Suite 1-C • West Palm Beach, FL 33406
(561) 649-8585 • Fax (561) 649-0188

www.banyanproperty.com

ROSEMONT CONDOMINIUM ASSOCIATION, INC.

C/O BANYAN PROPERTY MANAGEMENT, INC
2328 SOUTH CONGRESS AVENUE
SUITE 1-C
WEST PALM BEACH, FL. 33406
TEL 561-649-8585 FAX 561-649-0188

UPDATE INFORMATION FORM

Owner Name(s): _____

Unit Address: _____

Mailing Address: _____

Telephone Number: _____ Alternative Number: _____

Email Address: _____

Vehicle(1)

Year: _____ Make/Model: _____ Plate Number: _____

Vehicle(2)

Year: _____ Make/Model: _____ Plate Number: _____

Pets: Y ___ N ___ Type: _____

Rental: Y ___ N ___ If marked yes, please provide the following:

Tenant Name(s): _____

Tenant Phone Number: _____

How many people will be living there? _____

GATE CLICKER(S): Y ___ N ___ If yes, how many? _____

Please list the number on the gate clicker: _____

ACCESS CARD(S): Y ___ N ___ If yes, how many? _____

Please list the numbers(s): _____

LEASE ADDENDUM

This addendum is made this ____ day of _____, 20____, and is added to and amends that certain lease rental agreement by and between _____ as Tenant(s) and _____ as Landlord(s), which lease rental agreement is dated ____ day of _____, 20____, for property address _____, hereinafter referred to as 'Property', which is subject to the Declaration of Condominium ("Declaration") and Rules and Regulations for Rosemont Condominium Association, Inc., hereinafter referred to as "Association."

Said lease rental agreement is amended as follows:

Assignment of Rent:

1. Landlord(s) and Tenant(s) agree that in the event Landlord is delinquent in paying regular assessments, special assessments, attorney fees and costs incurred in collection to the Association, which is not cured within any applicable grace period, the Association shall have the right and authority, in its sole discretion to require Landlord(s) to assign their right to collect rent from the Tenant(s) to the Association or its agent and Tenant(s) agree to pay the rent to the Association or its agent, upon ten (10) days written notice from the Association. The rent shall be applied to the amount owed by Landlord(s) to the Association in the following manner: first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment, pursuant to Florida Statute 718.116(3)
2. The Association shall only be accountable for money actually received by it pursuant to this Lease Addendum and shall have no liability or obligation to Tenant(s) for any advance rent or security deposits paid to Landlord(s). If a rental payment is more than the interest, late fees, costs and attorney fees incurred in collection and the delinquent assessments owed on the account, then there will be a credit on the account towards the next assessment installment.
3. The Association shall give Landlord(s) and Tenant(s) written notice when the account is paid in full and rental payments to the Landlord(s) can then be resumed.

Violations of Association's Governing Documents and Rules and Regulations:

4. Landlord(s) and Tenant(s) agrees that if Tenant(s), their guests, and invitees violate the Association's governing documents and Rules and Regulations, the Association shall have the right to terminate the lease rental agreement and Lease Addendum and evict Tenant(s) from the Property in the name of the Association and as agent for the Landlord(s). The Landlord hereby agrees that the Association shall step into the shoes of the Landlord in any action brought under Chapter 83 Florida Statutes.

Landlord Initials: _____

Tenant Initials: _____

5. Landlord(s) and Tenant(s) agree that they are jointly liable to the Association for any

damage to Association property caused by Tenant(s), their guests and invitees and such damage will be charged in the form of a special assessment against the Property.

Indemnity, Legal Action, Attorney Fees and Costs:

6. Landlord(s) agrees to indemnify and hold Association harmless of and from any and all liability, loss, or damage which Association may incur under the lease rental agreement and Lease Addendum from any and all claims and demands whatsoever.

7. Landlord(s) and Tenant(s) agree that should Tenant(s) fail to comply with the lease rental agreement and Lease Addendum, the Association is hereby authorized to bring legal action against Tenant(s) to evict Tenant(s) from the Property or file an injunction lawsuit to enforce compliance to be brought in the name of the Association and as agent for Landlord(s). Landlord(s) and Tenant(s) agree that they shall be jointly liable for all attorney fees and costs, including at the appellate level, that are incurred by the Association for enforcement of the lease rental agreement and Lease Addendum.

LANDLORD(S):

Dated: _____

TENANT(S):

Dated: _____

ROSEMONT CONDOMINIUM
ASSOCIATION, INC.

Dated: _____

By: _____

APPLICANT AUTHORIZATION

I hereby authorize and request any present or former landlord, employer, school, police department, financial institution, agency or other persons having Personal knowledge about me, to furnish bearer with any and all information in their possession regarding me in connection with an application for residence.

I hereby authorize LexisNexis, a service of LexisNexis to obtain and verify such information including accessing consumer reporting agencies as well as performing a criminal and eviction record search.

I have been notified that a consumer report will be requested and understand that the information that LexisNexis obtains is to be used in the processing of my rental application.

I hereby release and hold harmless LexisNexis, a service of LexiNexis its affiliates, employees and agents and any other organization that provides information from any and all liabilities arising out of the use of such information in connection with LexisNexis.

Print Name

Print Name

Applicant's Signature

Date

Co-Applicant's Signature

Date

Rosemont

Rosemont

It is intended that the architectural control committee shall have the right to control all architectural and visual aspects of any improvements constructed in the Subdivision, including, without limitation, height, site planning, setback requirements, open spaces, exterior design, window tinting, outside window treatments, house colors, landscaping, including the right to establish minimum landscaping criteria for each Lot provided that the same shall be applied equitably and without discrimination. It is the purpose of these restrictions that the entire area of which the subject lands are a part may be developed as a planned high quality residential community with each area thereof complimenting the others and forming a homogeneous whole.

ARTICLE 5

PARKING, TRASH, CLOTHESPOLES, ANTENNAE, HURRICANE OR STORM SHUTTERS, SOLAR PANELS, SWIMMING POOLS, FENCES, GARAGE DOORS, MAILBOXES AND OTHER RESTRICTIONS

- 5.1 No clothesline or other clothes drying facility shall be permitted which is located outside of the dwelling unit.
- 5.2 No sign of any nature whatsoever shall be erected or displayed upon any of the Lots, except where express prior written approval of the size, shape, content and location thereof has been obtained from the Association which approval may be arbitrarily withheld, providing, however, that the Declarant shall have the right to place such signs upon the Lots and Improved Lots as Declarant deems necessary and proper in its sole discretion in connection with the sale by Declarant of Lots and Improved Lots within the Subdivision, including resales of the same. For Sale signs not larger than 6" x 10" may be displayed from within the residence located upon an Improved Lot only after Declarant has turned over control of the Association pursuant to Article 2.
- 5.3 No exterior radio, television, other electronic antennae, or aerial may be erected or maintained anywhere upon any of the foregoing described lands except as may be approved by the Association herein. A satellite dish is permitted provided it is no larger than twenty-four (24)" inches in diameter and prior written approval is granted by the Architectural Control Committee.
- 5.4 No front yard fences, other than those erected by the Declarant shall be permitted anywhere within the Subdivision. Only white aluminum picket fencing or black vinyl chain link may be constructed on any Lot upon obtaining the prior approval of the Architectural Control Committee and the appropriate governmental authority. Shrubbery must be planted and maintained by the Owner along the outside

entire perimeter of said fencing. Prior written approval is required by the Architectural Control Committee of any shrubbery to be planted along the perimeter of the fencing as well as any shrubbery or landscaping to any part of an exterior Lot, except that Owner may plant annuals (as that term is commonly used) such as impatiens without prior Association approval. Any shrubs or plants put in by the Owner shall be maintained by the Owner. Any fencing constructed in violation of this Paragraph hereinabove may be removed by the Association. The entry onto the property to remove the violation by the Association or its agents shall not be deemed a trespass and the Association shall bear no liability to the Lot Owner therefor. The expense of said removal shall be paid by the Owner. In the event the Owner shall fail to pay said expense, the Association shall have the right to cause a lien to be placed against the Improved Lot in the same manner as is provided for herein.

- 5.5 All garbage and trash must be placed in closed containers and kept in an orderly fashion when it is placed outside for trash pickup. All garbage and trash must be kept indoors before it is placed outside for trash pickup. No garbage or trash may be put out for pick-up more than twelve (12) hours prior to said pick-up. Empty containers must be moved out of sight within 10 hours after pick-up.
- 5.6 The parking or storage of automobiles and other motor vehicles is permitted only in garages and driveways. There shall be no parking or storage of any vehicles permitted on the swale or green belt right of way area. Overnight parking in the streets is prohibited.
- 5.7 The parking or storage of boats and boat trailers, campers, trailers, commercial vehicles or other recreational vehicles (that is vehicles designed and constructed primarily for recreational use) upon any lands in the Subdivision is prohibited except in spaces expressly approved in writing in advance by the Association or Declarant and in accordance with any time constraints imposed herein.
- 5.8 Only vehicles (non-commercial) bearing current license and registration tags and inspection certificates, as required pursuant to State law and which are operable without assistance shall be permitted to be parked or stored on any lands within the Subdivision.
- 5.9 The overnight parking or storage of trade or commercial vehicles in excess of one-half ton rated capacity is prohibited.
- 5.10 Hurricane and storm shutters shall be installed by Declarant and maintained by Owner.
- 5.11 All swimming pools and pool decks constructed on a Lot must be in ground pools fenced or screened in with a type of fencing or screening approved by the Association and the appropriate municipal

authority if screening or fencing is required by the municipality. No above ground pools shall be permitted to be constructed on any Lot. This provision shall not be waived or amended by the Association after the Declarant no longer owns any Lot(s) in the Subdivision.

5.11.1 No pool deck, pool fencing, deck fencing, pool screening and/or deck screening shall be constructed on any Lot so as to encroach into any regulated setback.

Deck fencing and pool fencing shall only be Five (5) foot black vinyl chain link or white aluminum picket fencing unless municipality or county requires otherwise.

5.12 No sheds or other means of outside storage may be constructed upon any Lot.

5.13 Only central air conditioning is permitted to be installed in any Improved Lot. No window, wall, portable or other individual air conditioning unit is permitted to be installed.

5.14 Motorcycles are not permitted, except with the prior written consent of the Association which shall require that they be parked inside garages, and may require appropriate noise muffling equipment so that the operation of same does not create an annoyance to the residents of the Subdivision.

5.15 No garage sales are permitted without prior written consent of the Association. Said consent may be arbitrarily withheld. In any event no Lot Owner may hold more than one sale per year not to exceed 48 hours in duration.

5.16 No modification to garage doors may be made without the prior written consent of the Association. Said consent may be arbitrarily withheld.

5.17 All mailboxes shall be uniform and maintained by Owner. Single Family Residencies shall have stand alone mailboxes of "like kind" approved by the Association and appropriate postal authority. Townhouses shall have multiple mailboxes to service individual multifamily dwelling buildings as Declarant shall determine. Replacement of any mailboxes shall be with the same style and appearance as was initially installed by Declarant.

5.18 Declarant shall provide a uniform system of water supply to the sprinklers installed in both Single Family Residencies and Townhouses. No sprinklers may be run off the lakes or canals within subdivision other than as installed by Declarant. Owner's of the Single Family Residencies shall be responsible for all maintenance of these sprinklers.

- 5.19 In addition to any other remedies available to the Association for the violation of the foregoing use restrictions and any other restriction in this Declaration, the Association shall impose a monetary fine and/or the Association may impose an assessment as is set forth in Article 8 hereinafter. Failure to pay said fine and/or assessment shall result in a lien in favor of the Association against the Improved Lot of the violating Lot Owner in the same manner as set forth herein. The Owner shall be entitled to notice and a hearing as set forth in Article 8.

ARTICLE 6
LIVESTOCK, POULTRY AND ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Improved Lot, except that a total of no more than two (2) dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided further that they are kept so as not to be an annoyance or nuisance to anyone in the Subdivision. An Owner's 2 dogs cannot exceed 150 pounds. Dogs must be kept on a leash when outside of the residence. Any Owner shall be required to immediately pick up any animal waste deposited by his or her pet on any portion of the Subdivision. No pets may be left outside at night between the hours of 9:30 p.m. and 7:00 a.m. The Association may require any pet to immediately and permanently be removed from the Subdivision due to a violation of these rules. A pet may not be left unattended or unsupervised outside for more than one hour at a time (outside meaning within the Improved Lot).

ARTICLE 7
PROPERTY RIGHTS

7.1 **OWNER'S RIGHTS:** Every member of the Association shall have the right to enjoyment in and to the Common Areas and any and all improvements thereon subject to the rules established by the Association. The Declarant shall retain legal title to the Common Areas for the development period, but in no event later than as provided for in Article 2.6.1, when if the DECLARANT has not previously done so, it shall convey the Common Area to the Association free and clear of all liens and encumbrances, except taxes for

RULES AND REGULATIONS
FOR
ROSEMONT, A CONDOMINIUM

The definitions contained in the Declaration of Condominium of Rosemont, a Condominium ("Declaration") are incorporated herein as part of these Rules and Regulations.

1. The walkways, entrances, halls, corridors, stairways and ramps shall not be obstructed or used for any purpose other than ingress and egress to and from the Building(s) and the other portions of the Condominium Property.
2. The exterior of the Condominium Units and all other areas appurtenant to A Condominium Unit shall not be painted, decorated or modified by any Condominium Unit Owner in any manner without the prior written consent of the Association by its Board, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board. All draperies, curtains, shades or other window or door coverings installed within a Condominium Unit which are visible from the exterior of the Condominium Unit or other portions of the Condominium Property shall have a white or beige backing unless otherwise approved in writing by the Board.
3. No article shall be hung or shaken from the doors, windows, Patios or Balconies of the Condominium Units or placed upon the outside window sills of the Condominium Units without the prior consent of the Board.
4. No personal articles shall be allowed to stand on any portion of the Common Elements, other than Patios or Balconies.
5. No Condominium Unit Owner shall make or permit any noises that will disturb or Annoy the occupants of any of the Condominium Units or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Condominium Unit Owners.
6. Each Condominium Unit Owner shall keep his Condominium Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the doors or windows thereof, or from any Patio or Balcony, any dirt or other substance.
7. Each Condominium Unit Owner who plans to be absent from his Condominium Unit during the hurricane season must prepare his Condominium Unit prior to his departure by:
 - (a) Removing all furniture, potted plants and movable objects from his Patio or Balcony, if any, and
 - (b) Designating a responsible firm or individual satisfactory to the Association

To care for his Condominium Unit should the Condominium Unit suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install Or remove hurricane shutters.

8. All Occupants must submit an application and appropriate fees for approval prior to taking occupancy in the community. Leasing is defined as exclusive or continuing occupancy by any one other than an owner for a period of more than ten (10) days. They must meet all rental criteria set by the Board of Directors.

9. No rubbish, trash, garbage, refuse, or any other waste material shall be kept or permitted on the Condominium Property, except in sanitary, self-locking containers stored inside a Condominium Unit and kept in a clean and sanitary condition, and no odor shall be permitted to arise there from so as to render the Condominium Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Condominium Unit Owners, or to any other property in the vicinity thereof, or to its occupants. All Garbage, trash, refuse or rubbish shall be properly contained and placed for collection in a trash chute or dumpster, as applicable. No clothing or other household items shall be hung, dried or aired in such a way as to be visible from within the Condominium Property. No dead plants shall be kept on any Patio or Balcony. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of the Condominium Property (except when accumulated during Construction by Developer, during construction approved by the Association, or when accumulated by the Association, for imminent pick-up and discard).

10. Water closets and other water apparatus in the Condominium Units or at the Pool deck shall not be used for any purpose other than those for which they were constructed. Any damage resulting from misuse of any water closets or other Apparatus shall be paid for by the Condominium Unit Owner responsible for same.

11. No Condominium Unit Owner shall request or cause any employee or agent of the Association to do any private business of the Condominium Unit Owner, except as shall have been approved in writing by the Association.

12. The agents and employees of the Association and any contractor or workman authorized by the Association may enter any Condominium Unit at any reasonable hour of the day for the purpose permitted under the terms of the Condominium Documents. Entry will be made by prearrangement with the Condominium Unit Owner, except, under circumstances deemed an emergency by the Association or the manager, if any, in which case access is deemed permitted regardless of the hour.

13. No vehicle or other possessions belonging to a Condominium Unit Owner or to a member of the family or guest, employee, customer, invitee or lessee of a Condominium Unit Owner shall be positioned in such manner as to impede or prevent ready access to another Condominium Unit Owner's Parking Space. The Condominium

Unit Owners, their family members, guests, invitees, employees, customer, and lessees will obey the parking regulations promulgated in the future, for the safety, comfort and convenience of the Condominium Unit Owners.

14. Except in an emergency, a Condominium Unit Owner shall not cause or permit the Blowing of any horn from any vehicle of which he, his family members, guests, invitees, employees or lessees shall be occupants.

15. No Condominium Unit Owner shall use or pert to be brought into the Condominium Unit any flammable oils or fluids, such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property, except as may be necessary in connection with a permitted use of a Patio or Balcony, if any.

16. No Condominium Unit Owner shall be allowed to put his mail receptacle, name, or street address or any portion of his Condominium Unit, except in such place, and in the manner approved by the Association for such purpose, which approval shall be based on aesthetic grounds within the sole discretion of the Board.

17. The Association may retain a passkey to each Condominium Unit. If a Condominium Unit Owner alters any lock or installs a new lock on any door leading Into his Condominium Unit, such Condominium Unit Owner shall provide the Association with a key for the use of the Association and the Board.

18. Any damage to the Condominium Property or equipment of the Association Caused by any Condominium Unit Owner, family member, guest, employee, customer, Invitee or lessee shall be repaired at the expense of such Condominium Unit Owner.

19. Each Condominium Unit Owner shall be held responsible for the actions of his family members, guests, employees, customers, invitees or lessees.

20. The number of persons occupying a Condominium Unit shall not exceed two (2) persons per bedroom in total. Occupancy is defined to meaning staying overnight in a Condominium Unit more than thirty (30) days in a six (6) month period.

21. Food and beverage may not be prepared or consumed, except in the Condominium Unit or on a Patio or Balcony or in such other areas as may From time to time be designated by the Board.

22. Complaints regarding the management of the Condominium Property or regarding actions of other condominium Unit Owners shall be made in writing to the Association.

23. A Condominium Unit Owner shall show no sign, advertisement or notice of any type on the Common Elements or in or upon his Condominium Unit so as to

be visible from the Common Elements or any public way.

24. Condominium Unit owners may keep no more than two (2) domestic pets, limited to dog(s) and/or cat(s), and weighing in total no more than sixty-five (65) pounds in their Condominium Units, whether temporarily or permanently. However, under no circumstances will a "Pit Bull" (as defined in the Declaration) or any aggressive dog or any exotic pet be permitted on any portion of the Condominium Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. Any pet must be carried or kept on a leash when outside of a Condominium Unit. No pet shall be kept tied outside a Condominium Unit or on any Patio or Balcony, unless someone is present in the adjacent Condominium Unit. A Condominium Unit Owner shall immediately pick up and remove any solid animal waste deposited by his pet. The Condominium Unit Owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Condominium Property. If a dog or any other animal becomes obnoxious to other Condominium Unit Owners by barking or otherwise, the Condominium Unit Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Condominium Unit Owner, upon written notice by the Association, will be required to permanently remove the animal from the Condominium Property.

25. No clothesline or other similar device shall be allowed on any portion of the Common Elements.

26. No commercial trucks or commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved construction on said Lot, and except that they may be stored within garages. The term "commercial vehicle" shall include all automobiles, trucks and vehicular equipment, including station wagons, which bear signs or shall have printed on same some reference to any commercial undertaking or enterprise, or vehicles of more than six feet (6') in height. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services. Any vehicle kept on the Condominium Property must be able to fit within a Parking Space. No maintenance or repair shall be done upon or to any such vehicles, except where totally isolated from public view. The Association shall have the right to authorize the towing away of any vehicle in violation of these Rules and Regulations with the costs to be borne by the owner of the vehicle in violation of these Rules and Regulations with the costs to be borne by the owner of the vehicle or by the violation.

27. A Condominium Unit Owner shall not install any screen doors, roll-ups, storm shutters, awnings, hardware or the like without the prior written approval of the Board as

to design and color and, in any event, Board approval shall not be granted unless such items substantially conform to the architectural design of the Building and the design of any of such items which have been previously installed at the time Board approval is requested. Board approval, however, does not and shall not be construed to constitute approval or conformance with the County or city building codes. It shall be the responsibility of each Condominium Unit Owner to check with all applicable governmental and quasi-governmental agencies and to obtain the appropriate permits prior to installation of any of the foregoing items.

28. No solicitation for any purpose shall be allowed without the prior written consent of the Board, which consent may be withheld at the Board's sole discretion; provided, however, the Board shall not unreasonably restrict any Condominium Unit Owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in the Common Elements.

29. A Condominium Unit Owner shall not install any floor covering in the Condominium Unit other than carpeting (such as wood or tile) in any room other than the bathroom, kitchen/breakfast area or laundry/utility area or other than in a Condominium Unit which does not have another Condominium Unit below it, without the prior written approval of the Association. The Association may require that soundproofing insulation be placed under such alternate floor covering before installation. If a Condominium Unit Owner installs alternate floor covering without the prior written consent of the Association or without the insulation required by the Association, then the Association shall have the right to cause such Condominium Unit Owner to remove the alternate floor covering.

30. ALL PERSONS USING THE POOL AND ANY OTHER RECREATIONAL FACILITIES DO SO AT THEIR OWN RISK.

31. The swimming pool may be used between the hours of 9:00 a.m. and 9:00 p.m.

32. Glass bottles or glass containers shall not be permitted in the pool area.

33. The pool and pool deck are to be left in clean condition for the mutual benefit of all.

34. Chairs, tables and lounges in the pool area may not be taken to any other areas.

35. The procedure for enforcing these Rules and Regulations shall be as follows:

(a) First Offense (1st Notice)

When the Association becomes aware of noncompliance of a rule or regulation by a Condominium Unit Owner, family member, guest, employee, customer, invitee or lessee, it shall send a certified letter to the Condominium Unit Owner advising him of the rule which he has been accused of violating and warning that strict compliance with

these Rules and Regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offense.

(b) Second Offense (2nd Notice)

If a second report is made that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, may authorize a fine to be levied upon the Condominium Unit Owner. The fine for a second offense may not exceed the maximum amount permitted by the Act. Notice of a second violation shall be sent to the Condominium Unit Owner by certified mail.

(c) Third Offense (3rd Notice)

If a third report is made that a violation has been repeated or has continued beyond the time specified within the second notice, the Condominium Unit Owner may be charged a fine in an amount not to exceed the maximum amount permitted by the Act, following verification of the violation by the Board.

(d) Fourth Offense

For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action. In addition, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed the amount set forth in Section 718.303(3) of the Act.

(e) Exemptions

Any Condominium Unit Owner may appear before the Association to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.

36. A Condominium Unit Owner who fails to timely pay any Assessment shall be charged a late charge by the Association for such late Assessment in an amount not to exceed the maximum amount permitted by the Act. Condominium Unit Owners shall be responsible to pay all court costs and Legal Fees incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association's lien has been commenced. The Board has authorized the following schedule of fees for such circumstances:

(a) Fifty Dollars (\$50) for a warning letter to a Condominium Unit Owner that he is delinquent in the payment of his Assessments.

(b) One Hundred Dollars (\$100) for a Claim of Lien, plus recording cost of \$6.00, and sending Notice of Intention to Foreclose;

(c) Fifty Dollars (\$50) for any subsequent Claims of Lien, plus recording Costs of \$6.00;

(d) Fifty Dollars (\$50) for a Satisfaction of Lien, plus recording costs of \$6.00;

(e) Any further action would require an hourly computation of attorney and paralegal time spent pursuing collection of such unpaid Assessments.

37. Before levying a fine against a Condominium Unit Owner for failure to abide by any provision of the Declaration, the Bylaws or these Rules and Regulations, the Board shall:

(a) Afford the Condominium Unit Owner against whom the fine is sought to be levied an opportunity for hearing before a committee of other Condominium Unit Owners (“Committee”) appointed by the Board after reasonable notice of not less than fourteen (14) days. Said notice shall include:

(i) A statement of the date, time and place of the hearing;

(ii) A statement of the provisions of the Declaration, Bylaws or Rules And Regulations which have allegedly been violated; and

(b) Provide an opportunity to the Condominium Unit Owner against whom the fine may be levied to respond, present evidence and provide written and oral argument to the Board and the Committee on all issues involved and shall have an opportunity to review, challenge and respond to any other material considered by the Association.

If the Committee does not agree with the fine, the fine may not be levied.

38. Any consent or approval given under these Rules and Regulations by the Association shall be revocable at any time by the Board.

39. The Condominium Unit Owners should refer to the Occupancy and Use Restrictions contained in Article 17 of the Declaration which are binding upon all Condominium Unit Owners.

40. These Rules and Regulations may be modified, added to or repealed at any times by the Association.

41. Notice of meetings of the Condominium Unit Owners and the Board shall be posted (at a location to be designated by the Board at least fourteen (14) days continuous days preceding such meeting.

42. With regard to meetings of the Board and meetings of the Members (collectively referred to herein as “Meetings”), the following rules shall apply:

a. THE RIGHT OF CONDOMINIUM UNIT OWNERS TO SPEAK AT MEETINGS

A Condominium Unit Owner shall have the right to speak at a Meeting Provided the Association has received a written request at least 24 hours in advance of the scheduled Meeting. The following restrictions shall apply:

i. The Condominium Unit Owner may speak at the start of the Meeting. The vote of the Board or the Members, as applicable, will not be taken until the Condominium Unit Owner has spoken.

ii. The Condominium Unit Owner may speak for no longer than three minutes, unless the Board votes at the Meeting to extend the time allotted to the Condominium Unit Owner.

(3) The Condominium Unit Owner may speak only on matters specifically designated on the agenda.

(4) The Condominium Unit Owner may speak only once at a Meeting.

b. THE RIGHT OF CONDOMINIUM UNIT OWNERS TO TAPE RECORD OR VIDEOTAPE MEETINGS

A Condominium Unit Owner shall have the right to tape record or videotape A Meeting provided the Association has received a written request at least 24 hours in advance of the scheduled Meeting. The following restrictions shall apply:

(1) The audio and/or video equipments and devices must not produce distracting sound or light emissions, nor may such equipment and devices require the use of electrical outlets.

(2) The audio and/or video equipment must be assembled and placed In position in advanced of the scheduled time for the commencement of the Meeting. Equipment may not be placed on the table where the Board is seated; a front row seat will Be reserved for the Condominium Unit Owner and a tripod may be set up, but only at a height which does not obstruct the line of sight from other seats in the meeting room.

(3) The Condominium Unit Owner videotaping or recording the Meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

By Resolution of the Board of Directors of Rosemont
Condominium Association, Inc.