

RULES AND REGULATIONS

Royal Palm Bay Condominium Association

These "Rules and Regulations" 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the Royal Palm Bay Condominium Association (the "Association") shall be deemed in effect until amended, modified, or rescinded by the Board of Directors of the Association and shall apply to and be binding upon all Unit Owners, lessees, and occupants.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 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:

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 coming and going. No personal property may be left or stored in any of the Common Elements, either temporarily or permanently. 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, or any other such articles shall be hung, aired, dried, or stored in any front or back outdoor entry area, balcony, railing, or fence. Bikes can be neatly stored on the back patio or back balcony. No personal property shall be stored or kept outside on any "Front" porches unless the board allows items at certain times.

c) The "Back" balcony and patio area must always be clean and tidy. Patio furniture and neatly potted plants are acceptable.

d) None of the common elements shall be decorated (except for a wreath or door decoration) by any unit owner or person. **Only the board may allow special events to decorate the common areas.**

e) All garbage or trash shall be properly placed in plastic bags and in appropriate dumpsters throughout the community. There is a fine of \$1,000.00 for not putting garbage in the dumpster or leaving large items at the dumpster or on the property.

Smaller dumpsters shall not be used for disposal of large, bulky personal or household property, such as beds, furniture, TVs, appliances, sinks, toilets, or any other large, bulky items that cannot properly be disposed of in a plastic bag in the dumpster. No contractor is allowed to use our dumpsters.

If a large dumpster is at the end of the property for large items, do not overfill it; otherwise, it will not be taken. The dumpster can't be filled over its height.

f) All unit owners shall keep and maintain the interiors of their respective units in good condition and repair them. They must not allow damage to another unit from their unit. Owners shall promptly pay for all utilities billed separately to their unit.

g) No sign, advertisement, notice, or any 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 that is visible from the exterior of the building by any unit owner or occupant without written permission from the Association's Board of Directors.

h) 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 at the clubhouse.

i) Unit owners and persons on the property shall not at any time or for any reason whatsoever enter or attempt to enter upon the roof or the utility, telephone, or any rooms or areas used by the Association for the upkeep of the property. Such areas shall be restricted to persons specially authorized by the Association or management agent to maintain, repair, or operate our complex.

j) Unit owners shall keep outside doors and all window or patio door screens in good condition.

k) All windows in each Unit are to have a white-backed window covering such as PVC vertical blinds, wide horizontal blinds, *or* custom-type fabric shades. All window treatments and blinds must maintain working order and good appearance.

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

m) Exterior antennas and satellite dishes of any type shall not be permitted or used upon the Common Elements or condominium property unless approved beforehand by the ARB review and the Association.

n) Owners are to properly maintain, repair, and replace those items that serve only their unit. This includes doors, windows, glass, screens, interior walls, electric panels, electric wiring, electric outlets, fixtures, heaters, heating systems, water heaters, refrigerators, dishwashers, drains, plumbing, fixtures/connections, water leaks, water hoses to washing machines, and ice makers, air handlers, air conditioners, A/C drains, (and compressors), and other outside utility facilities designated as limited common elements.

o) 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 to the owner's unit and any adjacent units. The right-side faucet is for the odd-numbered units, and the left-side faucet is for the even-numbered units.

p) If a water leak is detected, the unit's owners or occupants shall promptly turn off the water supply, 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.

q) Smoking is PROHIBITED in all common areas of Royal Palm Bay. Smoking is permitted only in the two (2) designated smoking areas on the property, the benches by the (2) lakes. **Smokers will be charged for cleanup if they litter with their cigarette butts.**

r) Toilets -Do Not Put Wet Wipes in any Toilet. Only toilet paper is to be put in the toilets.

s) 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 unreasonably or unnecessarily interfere with the rights, comforts, or convenience of another unit. 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 a 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. No one shall use abusive language.

2. Parking Area

a) Parking Tags

Each unit has been given two (2) Parking Tags. One (1) tan tag is marked Resident for the numbered parking space. The second tag is green, so this car can park in an unmarked space. All other spaces NOT designated for a specific unit shall be open to any second vehicle displaying a Parking Tag issued by the

Association. If parking tags are lost, the owner can purchase a new one, and the price is \$50 for each tag. There can only be two car tags per unit. Owners must provide two tags to their tenants. The tags are to be placed on your rearview mirror, and your unit number must be shown on the tags.

b) **Parking Area**

- a) No resident shall keep, park, store, or leave any trailer, boat, camper, limousine, bus, commercial or recreational vehicle on the property. Any vehicle that is inoperable, unregistered, or a vehicle with an expired license *or no license*, or expired tags or passes shall not be kept, parked, stored, or left in any parking area or on the Condominium Property at any time. These vehicles will be towed at the violator's expense.
- b) Activities such as grilling, picnics, tailgating, rollerblading, skateboarding, or ball playing in the parking area are strictly prohibited. Our parking area is for parking vehicles only.
- c) No vehicle or motorcycle shall damage the road by leaking fluids. The owner is responsible for cleaning up any fluids leaking from their vehicles. The motorcycle shall not dent the roadway with its kickstands.
- d) No vehicle shall make loud noises, including muffler, radio, and music. Vehicles shall not speed or peel out in this complex. Vehicles shall not have broken windows, tail lights, and/or headlights. *No inoperable vehicles shall be kept in this community.* Vehicles must be properly maintained and have a good appearance, or they cannot park on the property.
- f) There is no speeding or reckless driving throughout the community.

3. Animal (s)

All dogs must be current with their shots and vaccinations to be on the property. Owners and/or Tenants must register their pets with the Board by providing the Board with the number of pets they have, the type of animal and breed, the weight, and any other information the Association deems necessary.

- a) Limit two (2) pets per unit. This includes dogs and cats. There will be a charge if RPB has to clean up after your pet and if your pet causes damage to the grounds. All pets have to be approved. No pet can disturb other people, or they cannot be on the property.
- b) Indoor cats are allowed. Any cat outside will be removed.
- c) All dogs must be 20 lbs. or less unless they are Service animals or Emotional Support Animals. The animal's owner must possess the proper medical or psychological documentation to have the animal. This report must be given to the owner's rental person, agency, or management company. All dogs must be licensed. A record of the dogs' medical shots must be presented at the time of the rental.
- d) Dogs must always be on a leash while on the Common Element, and the dog owner is responsible for cleaning up after them per Florida Statutes and Osceola County Ordinance. All County Ordinance fines apply. Dogs are prohibited in the clubhouse, pool area, playground, or courts. Dogs cannot habitually bark or disturb others and will not be allowed on the property. House-sitting other dogs over the allowed number of two dogs is not permitted.

e) **Dangerous dogs are prohibited and are not allowed** as defined by the Association's Insurance carrier. 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.

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

4. Permitted Uses of Unit

- a) All units on the Condominium Property shall be used for residential purposes only by owners, their families, guests, invitees, and lessees.
- b) Units can be used only for SHORT TERM and /or LONG-TERM LEASE. Bed and Breakfast and sub-leasing of any unit are STRICTLY PROHIBITED.
- c) Occupancy is limited to eight (8) people for a (3) three-bedroom unit and (6) people in a (2) two-bedroom unit.

5. Prohibited Uses of Condominium Unit

- a) No unit may be used for any purpose that would violate the zoning regulations of Osceola County and any of the Bi-laws for Royal Palm Bay in our Declaration and Rules & Regulations.
- b) No unit may be used in such a way as to damage the reputation of the property.
- c) No part of the condominium unit shall be used for business or commercial purposes.
- d) No nuisances, noxious, offensive, or illegal activity shall exist on the condominium property. There is no smoking of marijuana or other substances unless you have a medical card. No illegal drugs are permitted on the property.
- e) Royal Palm Bay is zoned for long—or short-term rentals. It does not permit bed and breakfast (B&B) rentals or renting out couches or individual beds. The entire unit must be rented short-term or long-term.
- f) No abusive or foul language, verbal abuse of staff or others, or threats of violence
- g) No weapons, bows and arrows, BB guns, slingshots, etc., are allowed on the property. No explosives, fireworks, or dangerous displays are allowed at Royal Palm Bay.
- h) It will be criminal if anyone breaks in and uses the clubhouse or pool after it has been closed. Violators will be prosecuted.

6. Alteration of Condominium

- a) All alterations and improvements must comply with all existing building codes.
- b) Common elements shall not be obstructed, littered, 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) Under the Association's Declaration, an Architectural Review Board Application must be submitted by the Owner(s) to make exterior changes. Changes can be made inside your unit without the board's permission.

7. Violations

If a unit owner or occupant violates these Rules and Regulations adopted by the Board of Directors. 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 \$100.00 a day plus cost and expenses, including but not limited to reasonable attorney's fees and court fees necessary for any 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 based on each day of a continuing violation, with a single notice and opportunity for a hearing before a committee. Fines shall not exceed One Thousand Dollars (\$1,000.00). 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 whom the fine is sought to be levied shall be afforded an opportunity for a hearing before Violations Committee after reasonable notice of not less than fourteen (14) day said notice shall include:

- a) A statement of the hearing's date, time, and place.
- b) A statement of the provision of the Declaration, By-laws, or Association Rules which have allegedly been violated. The party against whom the fine may be levied shall have an opportunity to respond to present evidence, provide written and oral arguments on all issues involved, and have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.
- c) If violations are not corrected and/or are repeated, the Owners will be fined.
- d) If a unit owner is more than ninety (90) days delinquent in paying a fine, the Association may suspend the right of the unit owner occupant, licensee, or invitee to use the common elements, common facilities, or any other Association property until the fine is paid in full. This section does not apply to any limited common elements intended to be solely used by that unit, common elements needed to access the unit, utility services provided to the unit, and parking spaces.

8. Clubhouse – Gym – Pool – Spa

Any person(s) invited by owners, occupants, or lessees must be accompanied by and leave the clubhouse, gym, pool, or spa at the same time the owner, occupant, or lessee leaves and may not return without the presence of the owner, occupant, or lessee.

- a) The clubhouse, grounds, gym, pool, and spa are only used by owners, guests, lessees, and invitees. Invitees are for a few and not for a large party. For a large group or party, you will need permission from the management.
- b) Children under the age of 16 are NOT permitted at the pool/spa unless under the direct supervision of their parents, guardian, or an accompanying adult. Diapered age children MUST wear swimmers and rubber pants in the pool
- c) No children under the age of 7 shall be allowed in the spa/hot tub.
- d) No children under the age of 16 shall be allowed in the gym without adult supervision.
- e) No smoking shall be allowed in the common areas. the two ponds only allow smoking in the designated areas.
- f) A code will be used to access the clubhouse. Any individuals using the code to access the clubhouse, gym, pool, and/or spa under the age requirements above may only do so under adult supervision.
- g) Owners/tenants who violate the Rules & Regulations and/or are more than ninety (90) days delinquent in paying any financial obligation to the Association will have their privileges suspended in using the clubhouse, pool, spa, gym, and all the amenities.
- h) No dogs are allowed at the clubhouse, pool, spa, playground, or any courts.

i) No running, pushing, or boisterous play is permitted on the pool deck. No toys in the pool or hot tub floats may only be used if they do not create a nuisance for other bathers. ALL radios and MP3 players are required to have headphones when in use. Food or drinks must be kept a minimum of 10 feet away from the pool edge. Glass bottles, dishes, etc., are NOT permitted at the pool and spa areas. Persons with open sores, cuts, communicable diseases, or sick will not be allowed into the pool. Bathing suits are required in the pool and spa.

9. Insurance

a) The unit owner shall be responsible for obtaining insurance coverage for their personal property and fixtures at their own expense. Owners must obtain comprehensive personal liability insurance, which shall include coverage for liability for damage to the person or property of others in the owner's unit.

b) Failure to comply does not relieve an owner of monetary responsibilities that may result in unexpected expenses. Should damage occur to adjacent units, buildings, or the Association's property, it would also be the owner's expense.

c) The Association is not responsible for covering damages if an owner does not 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 as described in Florida Statutes 718.1255 (4). Before 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. The 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 about a trial de novo is not filed in a court of competent jurisdiction within thirty (30) days. Any party to an arbitration proceeding may enforce the award by filing a petition in the circuit court for the circuit in which the arbitration occurred. 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

Contact management for all the forms you must fill out for your tenants.

Long-term tenants three (3) months (90) days or longer **must be approved by the Association** whether they have a lease or a month-to-month lease. Month to month, you must have a lease stating these rules in this section (g through j). Contact our manager to get the proper forms your tenants need to fill out and the short form of the rules you need to add to your lease.

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

b) Properties currently rented full-time: The owners or managers must send a copy of the current lease to the Association, and the credit reports must be approved. If you have been approved, you must send the approval.

c) The owner and management information must also be submitted to the association when the lease is signed. The Association must have the owner and manager's names, phone numbers, addresses, and emails on file for every unit.

d) The owner, or owner's management company, must submit to the Royal Palm Bay Management Company a copy of the potential lease and reference sheet and a state-issued identification of the occupants such as a driver's license, passport, etc. The applicant must show a rental history with previous landlord info, credit score, evictions, employment history, a credit report, and a multi-state criminal and multi-state sex offender history. The tenant shall bear the costs of obtaining the above reports. The Association may deny a lease application based on its findings.

Reference Sheet Must State

The reference sheet must state that the applicant's information is accurate and correct. The applicant hereby gives authority to the Association to verify the references and information given and authorizes the Association to obtain additional information if needed.

e) The Association will approve or disapprove the lessee's application within five (5) days of receipt unless more information is required. Management will give you notice that they received the application. If you do not get that notice, you must reapply or notify the manager to get confirmation that the manager has received it. 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 within five (5) days of receipt, the lessee will be deemed approved.

f) Upon failure to comply with this requirement, the owner cannot rent to that tenant (s). The owner will have to evict the tenant if the tenant doesn't move out. Unapproved tenants are not allowed on the property and are deemed as trespassers.

The statements below must be on the lease: g, h, i, j, k, l, m Cars & Pets Just the Bold Text

g) If any monetary obligation is more than ninety (90) days delinquent, the owner(s) or 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 that unit, common elements needed to access the unit, utility services provided to the unit, and parking spaces.

h) All occupants have been given a copy of the Governing Documents of Royal Palm Bay the Rules and Regulations, and to abide by them and the Royal Palm Bay Condominium Governing Documents 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). Also, a separate form stating the tenant(s) received the documents, and the form must be signed by the tenant(s) and submitted to the Association.

i) The Association has the same rights as the landlord to evict any tenant or lessee that violates the Rules and Regulations. If the Association terminates a lease as an agent of the landlord, the owner of the unit shall give the tenant a (30) day notice to vacate. If the tenant doesn't move, the owner must

evict the tenant. The Association will take legal action if the owner doesn't evict the tenant. The owner will have to pay (50.00) a day that the tenant remains unless the owner has ordered an eviction. Owners must pay the attorney fees, court costs, and all expenses incurred in this action. The owner will be prohibited from leasing the unit for eighteen (18) full calendar months following the termination date. Any criminal activity will also result in a tenant having to move or be evicted.

j) If a unit owner is delinquent in paying any monetary obligation due to the Association, the

The association may make a written demand that the tenant pay the Association the subsequent rental payments and continue to make such payments until all monetary obligations of the unit owner related to the specific unit have been paid in full. Florida Statutes mandate rental income be paid directly to the Association when a unit owner is past due more than 90 days. Reference Florida Statutes 718.116 (11)

k) (B&B) Bed and Breakfast rentals are not permitted. We are not zoned for this type of rental.

l) Cars- There are only two cars per unit, and each vehicle must have a parking tag.

m) Pets- If the landlord allows them, you can only have two pets, dogs or cats. Dogs have to be 20lb or less and no Pitbulls or any other dangerous dogs listed in our Rules and Regulations

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 Association's Board of Directors.

b) Payment of assessments and maintenance fees shall be mailed to the Association's Bank or paid through any online portal provided by any management company. Payments made in the form of checks shall be made payable to Royal Palm Bay Condominium Association, Inc.

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

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

e) Interest will accrue at 1.5 % per month (18%) per annum or the highest amount allowed after that on all unpaid dues and assessments as of the tenth (10th) of each month.

f) Seriously delinquent accounts will incur additional fines, costs, and penalties as the debt collection 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. Reference Declaration 6.3

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 may suspend the right of the unit owner or the unit's occupant, licensee, or invitee to use common elements, common facilities, or any other Association property until the fee, fine, or another monetary obligation is paid in full. This subsection does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, parking spaces, or sidewalks.

13. Disruptive Noises

No unit owner or an invited person shall make or permit any disturbing noises nor permit anything to be done by such persons that will interfere with the rights, comforts, or convenience of another unit. No

musical instrument, television, radio, or sound amplifier inside any unit or outside any unit in a common area or vehicles in a manner as to interfere with the rights, comforts, or convenience of other owners and/or occupants.

14. Additional Rules and Regulations

The Association's Board of Directors 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.

15. 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.

16. Managers / Real Estate

Any managers, real estate agents, or any third-party companies conducting business at Royal Palm Bay and violates our Bylaws and our Rules and Regulation will not be allowed to conduct business in this community. They must be a responsible manager to their clients and meet their needs, and this includes but is not limited to leasing and managing the property at Royal Palm Bay. Managers and agents must provide the Association with their contact information on which unit(s) they are managing. For any new leases and/or purchases, the Association must be notified to update its records.

17. No Soliciting

There is no solicitation on the property.

18. New Owner(s)/ Purchaser(s)

The Seller/Real Estate Agent will 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) of the reason for not approving the purchase, and the seller/real estate agent will also be notified. If the Association does not approve or disapprove of the purchaser's documents within ten (10) business days of receipt, the purchase will be deemed approved. Purchaser(s) must be given at the closing a copy of the Royal Palm Bay Condominium Association's Governing Documents, including these Rules and Regulations and the Declaration, and will abide by them. Also, there is a separate form stating the purchaser(s) received, and read, and understand the documents must be signed by the purchaser(s) and submitted to the Association along with all the contact information on the new owners.

19. Notice and Time to Comply

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.

20. Self-Manage or a management company software program

All owners must join and pay through the software program that they use. Additional charges will be imposed if owners do not pay through those programs. By not joining, you are violating our rules and can be fined.

21 Owners, Tenants, and Managers Information Must Be Current

Forms will be emailed, and owners must complete them by the due date.

The above Rules and Regulations were approved at a properly noticed meeting of the

Association's Board of Directors held on this 19 day of October, 2024.

By Darlene M. Dinan, President, Secretary
Linda Cassaro, Vice President
Lourdes Ttiana, Treasurer