

THE ROOSEVELT CONDOMINIUM

RULES AND REGULATIONS

The following Rules and Regulations regarding the condominium property, the common elements, the condominium units, and the condominium in general shall apply to and be binding upon all unit owners, tenants and guests. The unit owners shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision.

Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless such waiver, consent or approval is specifically set forth, in writing, by the Board of Directors.

THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. **RULES AND REGULATIONS:**
 - A. Violations should be reported, in writing, to the Board of Directors of the Association.
 - B. Violations will be called to the attention of the violating owner or tenant by the Board of Directors through a notice of violation.
 - C. Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.
 - D. Unit owners are responsible for compliance by their guests or lessees with these Rules and Regulations.
2. **FACILITIES:** The facilities of the condominium are for the exclusive use of unit owners, their lessees and guests accompanied by a unit owner. Any damage to the building or any common elements or equipment caused by any unit owners or his guest shall be repaired at the expense of the responsible unit owner.
3. **NOISE:** Radios, televisions or other instruments which may create noise should be turned down to a minimum volume between the hours of 10:30 p.m. and 8:00 a.m. All other unnecessary noises, such as loud greetings to arriving guests, bidding good night to departing guests, yelling, loud knocking or slamming of apartment or car doors, between these hours is to be avoided. If such incident is reported to the board or managing agent, a fine in the amount of \$100 per violation will be levied following notice and a hearing.
4. **OBSTRUCTION; FIRE VIOLATIONS:** The lobby, the elevator and all sidewalks, entrances, driveways, passages, patios, courts, catwalks, vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. Any violation will subject the owner or tenant to a fine.

Any obstruction is a violation of the Florida Fire Code for which fines to the Association can be \$250 per violation.

Rugs or mats must not be placed outside of doors in corridors or on walkways. No sign, notice or advertisement shall be inscribed or exposed on or any window or any part of the building, except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window in the building without similar approval. No radio or television aerial or antenna or satellite dish shall be attached to, or hung from the exterior of the building or the roof thereon.

5. **CHILDREN:** Children are not to play in the common elements, such as stairways, walkways or front yard. Reasonable supervision must be exercised when children are present on the premises.

6. **DESTRUCTION OF PROPERTY:** Neither unit owners, their family members, lessees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the building. This includes bicycle tire markings in the halls and stairwells. Unit owners and tenants shall be financially responsible for any such damage. If such incident is reported to the board or managing agent, a fine in the amount of \$100 per violation will be levied following notice and a hearing.

7. **ASSESSMENTS:** Monthly assessments are considered late if received by the management office after the seventh (7th) day of the month. A late fee in the amount of \$25 plus 18% interest will be incurred for each month that the assessment or a portion of the assessment or late fees remains unpaid. Assessments that are late 9 out of 12 months in any calendar year, or that are unpaid for 3 or more consecutive months, incur an additional late fee of \$500, in addition to the regular late fee.

Should a unit owner make a habit of remitting in a late fashion or refuse to pay an assessment in full including late fees and interest, the Association reserves the legal right to accelerate the entire year's remaining assessment amount and make the total due and payable on the date the claim of lien is filed. Legal action against such owner for collection through a money judgment will be commenced without waiving any claim of lien to foreclose. The association in addition to the total assessment due will be entitled to recover court costs and reasonable attorney's fees incurred.

A unit owner who wishes to pay quarterly may do so by notifying the management office and setting up a quarterly schedule. Quarterly payments are due in advance. Quarterly assessments are considered late if received by the management office after the seventh (7th) day of the first month of the quarter. A late fee in the amount of \$25 plus 18% interest will be incurred for each month fees continue to be delinquent.

8. **LESSEES & GUESTS:** All prospective tenants must be approved by the Association's Lease Approval Committee. Unit owners shall notify the Association's Board of Directors upon at least ten (10) days prior to written notice, of the intent to lease a unit or arrival/departure dates of guests who have permission to occupy the unit in the absence of unit owners or lessees. Unit owners and lessees should have such guests check in by calling a board member or the management office upon arrival.

A complete association screening application must be completed by each individual applicant that will potentially occupy the unit as well as a copy of photo ID for each applicant that seeks to occupy the unit for the duration of their lease. A signed receipt of the Rules & Regulations, a copy of the lease agreement, and an application fee in the amount of \$100 must be submitted to the Lease Approval Committee appointed by the board in order to begin processing the application of the prospective tenants. A non-refundable \$100 move in fee and a refundable \$300 association security deposit is due from the tenant at the time of the interview. The security deposit will be placed in escrow until such tenant moves out. If a unit owner is delinquent in payment of an assessment at the time approval for a proposed lease is sought, such delinquency is grounds for disapproval.

If a unit is leased without the prior knowledge, approval and acceptance of the board or managing agent, a fine in the amount of \$100 per violation up to \$1,000 for any continuing violation, will be levied following notice and a hearing. Legal action against such owner for damages and/or injunctive relief will be commenced and the association is entitled to recover court costs and reasonable attorney's fees.

Only unit owners can have a lessee's name put on the gate security directory by contacting the management office. Tenants must supply their landlord with phone numbers in order to program the gate directory. Unit owners can then contact the management office to provide the tenant's name and number.

9. **CLEANLINESS:** All garbage and refuse from the building shall be deposited with care in garbage containers intended for such purpose. Garbage bags should be of a size appropriate to fit into the trash chutes, and bags containing garbage should be carried (rather than dragged) to a garbage room for disposal, so as to minimize the possibility of spillage in the hallways. All disposals shall be used in accordance with their intended purpose and NO garbage is to be left in the garbage rooms. Any debris, junk mail items, pizza boxes or other garbage found in a garbage room, mail room or common area will bring a fine of \$25 per violation to the owner or tenant.

10. **WINDOWS:** Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of windows. No objects shall be hung from window sills. No cloth, clothing, rugs or mops shall be hung open or shaken from windows or doors. Unit owners shall not throw cigars, cigarettes or any other object from windows or doors. No sweeping or other substances shall be permitted to escape to the exterior of the building from windows or doors. Any violation will subject the owner or tenant to a fine.

11. **HALLWAYS & FRONT DOOR:** Garbage cans, laundry, dry cleaning, supplies, boxes or other articles shall not be placed in the halls, walkways, courtyard, lobby area or on staircase landings. No unit owner, tenant or guest shall allow the front gate or any door to remain open for any purpose other than for immediate ingress and egress. Absolutely no rollerblading is permitted in the hallways, steps or stairwells. Rollerblades are to be put on outside the building, subject to strict enforcement.

12. **STORAGE AREA & METER ROOM:** Nothing shall be placed in the storage areas which would create a fire hazard.

13. **ACCESS TO UNITS:** The association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or any portion of a unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements or to a unit or units.

14. **BICYCLES, SCOOTERS & MOTORBIKES:** Bicycles must be placed or stored in the designated areas. Bike racks at the foot of each stairwell have been provided for bicycle storage. Such bike racks are restricted to actively used bicycles only. Bicycles, scooters, motorbikes or other large or heavy objects of any type should be transported between floors via the elevator unless they can be carried (such objects should not be dragged up or down any interior or exterior stairway as that may result in damage to the building). Any bicycle locked to any of the railings will be removed. Any bicycle, scooter or motorcycle located or found blocking any common area, hallway, entrance, exit, courtyard or stairwell will be removed or towed. If such blockage is repeated and reported to the board or managing agent, a fine in the amount of \$100 per violation will be levied following notice and a hearing.

15. **PLUMBING:** Common water closets and other common plumbing shall not be used for any other purposes than those for which they are constructed, and no sweepings, rubbish, rags or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse of same shall be borne by the unit owner causing the damage.

16. **ROOF:** Unit owners, their lessees, their families and guests are not permitted on the roof for any purpose whatsoever.

17. **SOLICITATION:** There shall be no solicitation by any person anywhere in the building or upon the Condominium property for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

18. **EMPLOYEES:** Employees of the Association shall not be sent out of the building by any unit owner, except in the unit owner's capacity as an officer or director of the Association, at any time, for any purpose. No unit owner or approved lessee shall direct, supervise or in any manner attempt to assert control over the employees of the Association.

19. **FIRE EXIT DOORS:** Unit owners, tenants or guests are not to use the set of white fire doors on the north and south wing of the building for ingress except in emergency situation. The latches are not to be lifted or blocked to prop the door open or to allow for entrance through those halls. If such incident is reported to the board or managing agent, a fine in the amount of \$100 per violation will be levied following notice and a hearing.

20. **HURRICANE PREPAREDNESS:** Each unit owner or lessee who plans to be absent from his unit during the hurricane season must prepare his unit prior to departure by designating a responsible firm or individual or case for his unit during his absence in the event that the unit should suffer hurricane damage and furnish the Association with the name of such firm or individual. The designated firm or individual shall contact the Association for permission to install or to remove hurricane shutters.

21. **EXTERIOR APPEARANCE & FLOOR COVERINGS:** The exterior of the building and all areas appurtenant to the condominium shall not be painted, decorated or modified by any unit owner in any manner without the prior consent of the Association, which

consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the building except as shall have been approved by the Association. Installation of drapes or curtains visible from the exterior of the unit shall have white or off-white, black-out type liners used, which liners must be approved by the Association.

In order to ensure quality workmanship, no floor covering shall be installed in the unit other than carpeting or other floor covering installed by the developer unless expressly permitted in writing by the Association.

22. **WATERBEDS:** No waterbeds are to be brought into the units for any purpose whatsoever. A fine in the amount of \$100 per violation up to \$1,000 for any continuing violation will be levied following notice and hearing.

23. **NO SMOKING:** Smoking shall be prohibited in all the common areas, including hallways, stairways, elevator, lobby, and mailroom area. No cigarettes shall be discarded in the courtyard, the front planters or the lawn.

24. **DOGS/PETS:** Dogs must be kept on a short leash in the common areas at all times. Dog/pet owners are prohibited to allow dogs or other pets to roam free or unsupervised anywhere on condo premises, including the front lawn, and are required to clean up after their dogs/pets.

25. **RESIDENTIAL USE:** The Roosevelt is a residential building. Units cannot be used for purposes that are not in compliance with all applicable local and state laws and ordinances. It is the responsibility of the unit owner or tenant to obtain approval from local and state zoning authorities for activities conducted in the unit that are not residential. Such approval must be provided to the Board upon request, and failure to provide evidence of approval by authorities is a violation of the Roosevelt's Rules & Regulations.

26. **ENFORCEMENT:** Every unit owner, lessee and guest shall comply with these Rules & Regulations, and any and all rules and regulations which from time to time may be adopted, the provisions of the declaration, by-laws and articles of incorporation of the Association, as amended from time to time. Failure of a unit owner or lessee to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof without waiving any claim of lien to foreclose.

In addition to all other remedies, at the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon a unit owner for failure of a unit owner, lessee, or their family members, guests invitees or employees, to comply with any covenant, restriction, rule or regulation set forth herein or in the Declaration, in the Articles of Incorporation or By-laws, provided the following procedures are adhered to:

A. **NOTICE:** The Association shall notify the unit owner or lessee for the infraction or infractions of the provisions of the declaration, association by-laws, or association rules which have allegedly been violated. In the case of repeat violations, included in the notice shall be the date and time of the hearing at which time the unit owner or lessee shall present reasons why

penalties should not be imposed. The hearing shall not be held prior to ten (10) days from the notice of said hearing being given allowing for time to cure the violation. At such hearing, the unit owner or lessee shall have an opportunity to respond, to present evidence, and to provide written or oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

B. HEARING: The non-compliance shall be presented to a Committee of unit owners selected by the Board of Directors after which the Committee shall hear reasons why penalties should not be imposed. Formal rules of evidence shall not apply. A written decision of the Committee of unit owners shall be submitted to the unit owner or lessee not later than twenty-one (21) days after the Committee's meeting. If the Committee finds that there has been no violation, no fine shall be imposed.

C. PENALTIES: The Committee may impose a fine against the unit owner or lessee of up to \$100 for each violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided no such fine shall in the aggregate exceed \$1,000.

D. PAYMENT OF PENALTIES: Fines shall be paid not later than thirty (30) days after notice of the imposition of the penalties. Failure to pay will result in legal action whereupon the Association will be entitled to recover court costs and reasonable attorney's fees.

E. APPLICATION OF PENALTIES: All monies received from fines shall be allocated as directed by the Board of Directors.

F. NON-EXCLUSIVE REMEDY: These fines shall not be construed to be exclusive remedies and shall exist in addition to other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending unit owner or lessee shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such unit owner.

The foregoing Rules & Regulations are designed to make living for all unit owners and tenants pleasant and comfortable. The restrictions imposed are for the mutual benefit of all. Violations of these Rules and Regulations are to be reported to the Board of Directors who will call the matter to the attention of the violating unit owner, lessee or guest for corrective action. Any disagreement over a violation will be reported to the appropriate committee subsequent judgment by the committee selected by the Board of Directors, or the Board of Directors as is applicable. All lessees must sign that they have received a copy of and agree to follow these rules and regulations.