



# Rose Garden Villas Condominium Association, Inc. Sales Application

**SUBMIT APPLICATION AS LEAST 15 DAYS PRIOR TO CLOSING**

**MUST INCLUDE:**

- COMPLETED APPLICATION
- COPY OF EXECUTED PURCHASE CONTRACT
- COPY OF DRIVER'S LICENSE OF EACH ADULT
- \$150.00 NON-REFUNDABLE PROCESSING FEE MADE PAYABLE TO COMPASS ROSE MANAGEMENT
- NATIONWIDE CRIMINAL BACKGROUND CHECK, \$75 per adult 18 and older made payable to Compass Rose Management, one form per person.

(Seller – ESTOPPEL REQUEST THROUGH HOMEWISE at [www.homewisedocs.com](http://www.homewisedocs.com))

(Buyer – Consent to Transfer fee of \$150 will be collected at closing)

**\*\*\*Please do not submit partial packages. Applications are not considered received until all documentation is submitted. Incomplete applications will be reviewed and sent back. All fees are non-refundable.\*\*\***

Date \_\_\_\_\_ Date of Closing \_\_\_\_\_ Purchase Price of Unit \_\_\_\_\_

Address of Unit Being Purchased \_\_\_\_\_

Name of Current Owner \_\_\_\_\_

**Purchaser Information:** Number of people to occupy unit \_\_\_\_\_

**Applicant** \_\_\_\_\_ Contact Phone # \_\_\_\_\_

E-mail \_\_\_\_\_

**Applicant** \_\_\_\_\_ Contact Phone # \_\_\_\_\_

E-mail \_\_\_\_\_

I wish to opt in to receive email communication from the Management office with the email address you have provided above. Opt In: \_\_\_\_\_ Opt Out: \_\_\_\_\_ \*\*You can opt out at any time through the email service provider.

**Indicate Use:** Permanent Residence \_\_\_\_\_ Investment \_\_\_\_\_ Seasonal Residence \_\_\_\_\_ Lease Unit \_\_\_\_\_  
Other (Specify) \_\_\_\_\_



The condominium documents provide an obligation of unit owners that all units are for single-family residence only. Please state the name, relationship, and age of all other persons who will be occupying the unit regularly.

**Other Occupant(s)**

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Age \_\_\_\_\_  
Name \_\_\_\_\_ Relationship \_\_\_\_\_ Age \_\_\_\_\_  
Name \_\_\_\_\_ Relationship \_\_\_\_\_ Age \_\_\_\_\_

Name of Agent \_\_\_\_\_

Agent Contact Info \_\_\_\_\_

Name of Title Company \_\_\_\_\_

Agent Contact Info \_\_\_\_\_

**In case of Emergency Notify:**

- 1. Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_
- 2. Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

**Two personal references (local if possible, do not use relatives or realtors):**

- 1. Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_
- 2. Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

**Employer:** \_\_\_\_\_

Position occupied: \_\_\_\_\_

**Mailing Address for Billings and Notices:** \_\_\_\_\_

**Do you have a pet?** Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please complete the following: (Only one dog or cat under 35lbs is permitted)

Name: \_\_\_\_\_ Type/Breed: \_\_\_\_\_ Color: \_\_\_\_\_ Weight: \_\_\_\_\_

Applicant(s) acknowledge and understand that a unit may not be rented the first (2) two years after purchase and that the minimum lease term is (3) three months and for no more than twice per year.

\_\_\_\_\_  
Initials Initials

Applicant(s) acknowledge and understand that this unit is a residential condominium and that conduct of business from the unit is prohibited.

\_\_\_\_\_  
Initials Initials



Applicant(s) acknowledge having reviewed and understood the Declaration of Condominium, The Articles of Incorporation, Bylaws, and any and all their properly promulgated Rules & Regulations of Rose Garden Villas Condominium Association, Inc. I hereby agree to abide by these Rules and Regulations as a condition of this purchase agreement.

Applicant Signature: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

\_\_\_\_\_

Applicant Approved

Applicant Disapproved

\_\_\_\_\_  
Association President/Board Member

\_\_\_\_\_  
Date





AUTHORIZATION TO PERFORM A CRIMINAL BACKGROUND CHECK

**Background Check is a non-refundable fee of \$75.00 per person 18 years old and over, please make checks payable to Compass Rose Management, please submit a separate form for each person (price may vary for international background check)**

Community Name: \_\_\_\_\_

File # \_\_\_\_\_

Office Use Only

By signing below, I hereby give consent for Compass Rose Management to obtain a Criminal Background check for me. The Criminal Background check shall include a Sexual Offender Search. I understand that a Criminal Background check is required to lease and/or purchase a unit/home in the \_\_\_\_\_ community, and that my Criminal Background check results will be used by the Board of Directors to approve or disapprove my lease or purchase of a unit/home.

X \_\_\_\_\_ X \_\_\_\_\_

Signature of Applicant

Date

THIS FORM MUST BE FILLED OUT IN ITS ENTIRETY IN ORDER TO BE SUMMITTED

Name \_\_\_\_\_

Current Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Email \_\_\_\_\_ Phone# \_\_\_\_\_

Driver's License # and state of Issuance: \_\_\_\_\_

Social Security # \_\_\_\_\_ Date of Birth: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

Addresses for the Last 7 Years:

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



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X \_\_\_\_\_ X \_\_\_\_\_  
Signature of Applicant Date

THIS FORM MUST BE FILLED OUT IN ITS ENTIRETY IN ORDER TO BE SUMMITTED

Name \_\_\_\_\_

Current Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Email \_\_\_\_\_ Phone# \_\_\_\_\_

Driver's License # and state of Issuance: \_\_\_\_\_

Social Security # \_\_\_\_\_ Date of Birth: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

Addresses for the Last 7 Years:

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

WHEN RECORDED RETURN TO:  
Robert A. Cooper, Esq.  
Hahn Loeser & Parks LLP  
2400 First Street  
Suite 300  
Fort Myers, Florida 33901

**EXHIBIT "B" TO  
CERTIFICATE OF AMENDMENT FOR  
ROSE GARDEN VILLAS, A CONDOMINIUM**

**RULES AND REGULATIONS  
FOR  
ROSE GARDEN VILLAS CONDOMINIUM ASSOCIATION, INC.**

These Rules and Regulations ("Rules") are in addition to, and shall be read in conjunction with, the conditions, requirements and restrictions set forth in the Amended and Restated Declaration of Condominium for Rose Garden Villas, a Condominium, (together with all exhibits and attachments thereto, the "Declaration"), as well as all subsequent amendments of the Declaration, which are incorporated by reference in these Rules. All capitalized terms not otherwise specifically defined in these Rules shall have the same definitions given them in the Declaration.

These Rules apply to all Unit Owners and their respective family members, guests, invitees and tenants. The failure to comply with these Rules may result in the Association taking legal action against the Unit Owner and/or the family members, guests, invitees and/or tenants of the Unit Owner, including, but not limited to, imposing monetary fines and suspension of vote and certain use rights.

The Board has the right and power to amend these Rules without recording such amendments in the Public Records.

To report a violation of these Rules or other complaint, please send a written report describing the violation or complaint to the Association's management agent, or if the complaint concerns the Association's management agent, to the President of the Association.

1. **Personal Articles in Common Elements / Condominium Property; No Obstructions.** No personal article (*i.e.*, bicycles, skateboards, scooters, toys, carts, carriages, chairs, tables, furniture, plants or any other objects) shall be placed or kept on any portion of the Common Elements or Condominium Property, except that Owners and occupants of a Unit may keep up to two (2) live potted plants outside the front of a Unit. No artificial flowers or greenery is permitted. All potted plants must be removed in preparation for storms and whenever the Owner or resident of the Unit is absent for two (2) weeks or more. The walkways, entrances, driveways, corridors, hallways, stairways, and ramps shall not be obstructed or used for any purpose other than ingress and egress to and from the buildings on the Condominium Property. Any personal property or articles left in Common Elements for more than 24 hours will be disposed of by the Association.

2. **No Smoking.** Smoking (which includes cigarettes, cigars, pipes, chewing tobacco, electronic cigarettes and other similar smoking devices) is not permitted under or within

ten (10) feet of the tiki huts, and in or within ten (10) feet of the fenced pool and spa deck areas. Cigarette and cigar butts and other smoking paraphernal trash must be deposited in trash cans.

3. **No Hanging of Items.** No articles, including without limitation, clothes, clothing, rugs, towels, bedspreads, blankets or mops shall be hung or shaken from the doors, windows or lanai of a Unit, or placed upon the outside window sills of a Unit or the railings of any lanai or on the pool fence.

4. **Exterior of Unit; Flags.** The exteriors of the Units and all other exterior areas appurtenant to a Unit, the Common Elements and the Condominium Property, including landscaping, shall not be painted, decorated or modified (including planting plants, shrubs, flowers and trees on the Condominium Property) by a Unit Owner in any manner. A Unit Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. See Section 9 of the Declaration.

5. **Satellite Dishes/Antennas.** No outdoor television antenna, weather antenna, radio antenna or other antenna or antenna system is permitted to be installed on any of the Common Elements, Condominium Property or buildings. No satellite dish shall be installed without the prior written approval of the Board, which approval includes the location of the satellite dish. An approved satellite dish must be installed in the area designated by the Board, and to the extent that the installation of the satellite dish may be accomplished with impairing reception of an acceptable quality signal, unreasonable preventing or delaying installation, maintenance or use of an antenna, or unreasonable increasing the cost of installing, maintaining or using an antenna, the satellite dish shall be placed in a location which minimizes its visibility from the Common Elements. No satellite dish or any related hardware or wiring may be installed on, or pierce, the Common Elements, including any building.

6. **No Disturbance.** No Owner (including his family members, guests, invitees and tenants) shall make or permit any noise (*i.e.*, radio, musical instruments, yelling, televisions, etc.) that will disturb or annoy the occupants of any of the other Units, or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Unit Owners and occupants of the Units. Children under 12 years of age must be supervised by an adult at all times to ensure compliance with these Rules. Parent(s), guardian(s) or other adult(s) responsible for the supervision a child (children) are accountable for causing the child/children to comply with these Rules.

7. **Condition of Unit.** All Owners shall keep their respective 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, windows, or lanais of the Unit any dirt, water or other substances.

8. **Hurricane Standards.** The Board may adopt hurricane shutter specifications (the "Hurricane Standards") in accordance with Section 718.113(5), Florida Statutes, as amended, which specifications shall include color, style and other factors deemed relevant by the Board. A copy of the Hurricane Standards will be made available to an Owner within five (5) business

days after the Board's receipt of a written request for such Hurricane Standards. See Section 9 of the Declaration.

9. **Hurricane Shutters.** No hurricane shutters may be installed without the prior written consent of the Board, which consent may not be unreasonably withheld or delayed. If hurricane shutters are installed on a Unit that do not conform with the Hurricane Standards or other specifications approved by the Board, then the Board may take such action as is necessary to make the hurricane shutters to so conform, at the Owner's expense or they shall be removed. Owners are permitted to keep approved Hurricane Shutters installed at all times. Owners and residents are not permitted to install plywood as Hurricane Shutters unless approved by the Board in advance; provided that if the Board approves the use installation of plywood, any costs incurred by the Association to repair holes and other damage to the building caused by the installation of the plywood shall be assessed to, and paid by, the Owner of the applicable Unit.

10. **Hurricane Preparedness.** Each Owner who plans to be absent from his/her Unit during the hurricane season must prepare his/her Unit prior to his/her departure by:

a. Removing all furniture, potted plants and other moveable objects from the lanai of the Unit and from the front of the Unit.

b. Designating a responsible firm or individual to care for the Unit should the Unit suffer hurricane damage, if the Owner is not present at the time such damage occurs.

11. **Water Shut-Off, Etc.** If a Unit is to be unoccupied for greater than forty-eight (48) hours, the main water shutoff valve located outside and in front of the Unit shall be turned off. If a Unit is to be unoccupied for greater than four (4) weeks, the Unit Owner shall have the Unit inspected by a "home watch" service or other responsible person on a bi-weekly basis. If a Unit is unoccupied for greater than one (1) week, the air conditioning thermostat must be set in the "automatic" or "on" position, and at a temperature setting no higher than 78 degrees Fahrenheit, to prevent mold and mildew. The installation of a humidistat is recommended as an added preventive measure, but not mandatory. The water heater must be inspected as needed and shall be replaced as necessary. When replaced, the Unit Owner(s) is responsible for notifying the Board and the Association's manager of the date it was replaced. If a Unit is unoccupied for greater than one (1) week, the Association recommends that the circuit breaker for the water heater at the electrical panel shall be switched to "off" or, if there is a shutoff valve, the shutoff valve is shut, to minimize damage if there is a leak. All hoses that deliver water to the toilets, dishwashers, refrigerators, ice-makers and washing machines shall be replaced with burst proof hoses by a date specified by the Board of Directors and if no date is specified by the Board, Owners shall replace said hoses as necessary with burst proof hoses. The Association recommends that the air conditioning equipment servicing the Unit be serviced once per year, and the condensation and line(s) be flushed/cleaned regularly (and at least annually) to prevent back-ups. If Unit damage occurs from failure of a component listed above, or for any other reason whatsoever, it is the obligation of the Unit Owner to notify the Association immediately. Notice shall be by telephone in the event of an emergency, and shall be confirmed in writing in all instances. Failure by the Unit Owners to perform the duties set forth above or as set forth in Subsections 9.8.2.1-9.8.2.7, inclusive, of the Declaration, or to notify the Association of damage, shall create a rebuttable presumption that the Unit Owner was negligent should the listed



components fail and cause damage within a Unit, to other Units or to the Common Elements, or should such damage occur due to unreported incidents arising from any source.

12. **Trash and Recycling.** All garbage, trash, refuse, rubbish and recycling material shall be disposed of in the trash containers/dumpsters provided by the Association. No garbage, trash, refuse, rubbish or recycling materials shall be kept outside a Unit or on any portion of the Common Elements or Condominium Property, except in the designated trash containers/dumpsters provided by the Association. All cardboard boxes must be broken-down before being placed in the recycling container. Owners and residents must contact the Association's management company to arrange for (and pay for) the removal of large trash items, including, but not limited to, furniture, appliances, construction materials, etc. Contractor's waste must be removed by the contractor daily. Regardless of the who commits the infraction, the owner of the offending Unit will be held responsible, including being assessed the cost to remove the trash, etc.

13. **Toilets/Water Apparatus.** Toilets and other water apparatus in the Unit or on the Common Elements shall not be used for any purpose other than those for which they were constructed or intended. Any damage resulting from misuse of any toilet or other water apparatus shall be paid for by the Owner responsible for such damage, including damage caused by said Owner's family members, guests, invitees and tenants.

14. **Private Use of Association's Agents.** No Unit Owner shall request or cause any employee or agent of the Association (or the Association's managing agent) to do any private business for the Unit Owner, except as shall have been approved in advance in writing by the Board.

15. **No Flammable or Hazardous Material; No Grills.** No Owner or his/her family member, guest, invitee or tenant shall use or permit to be brought into a Unit or on any Common Elements any flammable oil or fluid, such as gasoline, kerosene, propane, naphtha or benzene, fireworks, or other explosive or article deemed by the Board to be hazardous to person or property. No fireworks are permitted to be discharged anywhere on the Condominium Property or from any Unit. No individual barbeque grills or cooking apparatus shall be permitted anywhere on the Condominium Property or on the lanais or balconies of any Unit. The Board has the right to designate an area or areas within the Condominium Property for outdoor cooking and barbequing.

16. **Access to Units.** Access to Units shall occur and be governed by the following procedures. These procedures are intended to supplement and not to limit, and should be read in a manner consistent with:

(a) the Association's irrevocable right of access to each Unit and its appurtenant Limited Common Elements pursuant to Section 718.111(5), Florida Statutes, or its successor, as amended from time to time, and Section 11.1 of the Declaration,

(b) the Association's emergency powers as contained in Section 718.1265, Florida Statutes, or its successor, as amended from time to time, and

(c) the insurance provisions governing the Association and the Owners set forth in Section 718.111(11), Florida Statutes, or its successor, as amended from time to time, and Section 12 of the Declaration.

Each Owner or Unit occupant, if different than the Owner, shall provide the Association (or the Association's managing agent) with a key or door access code to all locks on the doors of the Unit. Whenever a key lock or door code is changed or added, the Owner or Unit occupant, if different than the Owner, must supply a new key or code to the Association (or Association's managing agent).

**Emergency Access to Units.**

When there is reasonable cause to believe that an emergency exists which endangers or has the apparent imminent potential to endanger the health, safety or welfare of any resident or to cause material or substantial damage to the condominium property, entry into a Unit or Limited Common Element may be made by a person or agent at the direction of the Association or the Association's managing agent, without prior notice or accompaniment, and with instructions to take all necessary and appropriate actions to protect the persons or property involved.

As soon as practicable after the emergency arises, the Association shall notify the governmental authorities (*i.e.*, police, fire, etc.), if applicable, the Owner, the Unit occupant, if different than the Owner, of the emergency and the Association's actions. The Association shall take appropriate action, including the hiring of qualified workmen to abate or mitigate the emergency conditions, to secure and protect the condominium property, including without limitation the Unit and/or Limited Common Elements which has been entered and the property therein, and any other Unit and/or Limited Common Elements affected by the emergency condition.

No personal property within a Unit and/or Limited Common Elements will be removed, disposed of or destroyed by the Association or its agents without the prior consent of the Owner or the Unit occupant, if different than the Owner, unless the condition of the property is a cause or potential imminent threat to cause material or substantial harm or damage.

The Association shall keep copies of all documents, contracts, work order and invoices related to the emergency work. The Association shall provide the Owner of the Unit and/or Limited Common Elements in which the emergency originated with copies of said documents, contracts, work order and invoices related to the emergency work. Unless the cost of the emergency work is a covered claim and paid under the Association's insurance policies pursuant to Section 718.111(11), Florida Statutes, or its successor, as amended from time to time, the Owner shall be responsible for payment for said emergency work.

**Non-Emergency Access to Units.**

Except as provided above or by law in the case of emergencies, whenever in the course of performing its lawful duties, it shall be necessary or desirable for the Association to enter a Unit

or Limited Common Element for any purpose, no entry shall occur without compliance with the following conditions:

The giving of prior notice to the Owner or the Unit occupant, if different than the Owner. Notice shall be given by the best means available and shall be given to the location designated by the Owner or the Unit Occupant, if different than the Owner, for such notices; provided that if no location has been designated, notice shall be mailed to the Owner at the address designated by the Owner for receiving official meeting notices from the Association and posted on the door of the Unit. If the Owner or Unit occupant, if different than the Owner, has provided the Association with an email address, then the Association shall also send notice via email.

The Association shall give not less than 24 hours prior notice before entry for non-emergencies. The notice shall state the purpose(s) for which entry shall be made, the identity, whether by name or title, of the person(s) who will make the entry, and the expected time of entry.

In instances where a third party contractor or vendor is performing services on behalf of the Association inside a Unit and/or Limited Common Elements, the contractor or vendor shall be accompanied by at least one employee, managing agent employee, officer, director or committee member appointed by the Board or its managing agent. The Association representative shall be present throughout the entire period of entry into the Unit and/or Limited Common Elements for the purpose of ensuring that the Unit and/or Limited Common Elements are secured when entry is concluded.

**Denial of Access to Units.**

In the event an Owner or the Unit occupant, if different than the Owner, declines or refuses to permit the Association to exercise its lawful right of entry or otherwise obstructs entry, the Association shall engage a locksmith to facilitate the entry. The cost of removing and replacing the lock(s) shall be the sole responsibility of the Owner, which amount shall be due and payable upon demand and collectable as an assessment pursuant to the Declaration.

17. **Repair of Damage; Alterations to Units.** Any damage to the Common Elements, Condominium Property or personal property (*i.e.*, furniture, etc.) of the Association caused by any Owner or his/her family members, guests, invitees or tenants shall be promptly repaired or replaced at the sole expense of such Owner. For any alteration, improvement or other work to a Unit, the Owner must comply with Section 9 of the Declaration, including obtaining approval from the Board for said alteration, improvement or work to a Unit.

18. **Responsibility for Family Members, Guests, Invitees and Tenants.** The Owners shall be held responsible for the actions of their respective family members, guests, invitees and tenants of their Tenants.

19. **No Signs.** Other than "for sale," "for rent," or an "open house" sign that has been pre-approved by the Board in writing and posted inside of the Unit in the window and visible outside of the Unit, no person may post or display any signs, banners, and the like, on the

Condominium Property or in the window of any Unit, in the Unit nor anywhere outside the Unit on the Condominium Property. The foregoing includes signs on the interior of a Unit which are visible from the exterior of the Unit. If any sign is erected in violation of this provision, the Board shall have the right to remove it at the Unit Owner's sole cost and expense. No vulgar writing, bumper sticker, signs or advertisement of any type is permitted in, on or upon a vehicle when located in the Association. This rule does not apply to the Association.

20. **Pets.** Each Owner is permitted to have one (1) dog or one (1) cat in the Unit not exceeding thirty-five pounds (35 lbs.); provided that such pets are first registered with the Association on the Association registration form and such pets do not constitute a nuisance. In addition, each Owner is permitted to have a reasonable number of birds and fish in the Unit without the prior written permission of the Board. No Tenants, Guests or Invitees are permitted to bring or keep an animal in the Unit or on the Common Elements or the Condominium Property. No animals may be kept, raised, bred or maintained within a Unit or on the Common Elements or the Condominium Property for profit or any commercial purpose. No livestock of any kind, including, but not limited to, horses, goats, sheep, cows, pigs, potbelly pigs, rabbits, chickens, geese and/or ducks, may be kept, raised, bred or maintained within a Unit or on the Common Elements and/or Condominium Property. Permitted pets shall only be kept subject to and in accordance with such Rules and Regulations as shall be promulgated from time to time by the Association, and the laws, ordinances and rules of Lee County, Florida. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed or kept in any Unit. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. All pets must be temporarily caged, carried or kept on a leash when outside of a Unit. No pet shall be left unattended outside a Unit. No pet shall be caged, curbed or tied-out in the exterior of any Unit, in the Common Elements, on the Condominium Property, or in any landscape areas or close to any walkway. The person walking a pet shall immediately pick up and remove any solid animal waste deposited by said pet. The owner of any animal or pet in the Unit or on the Common Elements and/or the Condominium Property is solely responsible for activities and behavior of his or her animal or pet. An owner of said animal or pet shall compensate any person hurt or bitten by his or her animal or pet (or the animal or pet owned by a family member, guest, invitee or tenant of the Owner of a Unit) and shall indemnify and defend the Association and its directors, officers, employees and agents and hold them harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in a Unit or on the Common Elements and/or the Condominium Property. If a dog or any other animal becomes obnoxious to other Owners and/or residents by barking, jumping, lunging, attacking, biting or otherwise being aggressive, the owner of said dog or animal and/or the Owner of the Unit in which the dog or animal resides must cause the problem to be corrected or, if it is not corrected, said Owner of the Unit, upon written notice by the Association, will be required to permanently remove the animal from the Unit and the Condominium Property. All pets must be registered, licensed and inoculated as required by law. No dogs or other pets are permitted in the pool area and spa area; however dogs and cats (but no other pets) are permitted in the tiki hut area provided that the dog or cat must be leashed or caged at all times, the dog or cat must be under the control of the owner of such dog or pet, the dog or cat cannot be left unattended at the tiki hut area, the dog or cat must not be obnoxious to other Owners and/or residents by barking, jumping, lunging, attacking, biting or otherwise being aggressive. If a dog or cat (or the owner

of said dog or cat) is unable to comply with the foregoing rules concerning dogs and cats at the tiki hut area, the Association has the right to permanently ban said dog or cat from the tiki hut area. Cat litter shall not be flushed down toilets. The Association shall have the right to promulgate additional Rules and Regulations from time to time to regulate pets.

21. **Bicycles; Skateboards, Etc.** Bicycles must be parked or stored in the areas designated by the Board or within a Unit. No skateboards, rollerblades, roller skates, scooters, bicycles or other similar items may be used in the walkways, entrances, driveways, corridors, hallways, stairways, and ramps to and from the buildings on the Condominium Property.

22. **Vehicles.** No truck, commercial vehicle, van, pick-up truck three-quarter (3/4) ton capacity or greater, golf cart, all-terrain vehicle, trailer, mobile home, camp truck, house trailer, recreational vehicle, boat, boat trailer, jet ski or other similar vehicle, machinery or equipment of any kind or character shall be parked on the Condominium Property or in any parking space; provided, that the foregoing prohibition shall not prohibit temporary parking of trucks and commercial vehicles for pick-up, delivery and other commercial services for the Unit Owners and residents. No vulgar writing, bumper sticker, signs or advertisement of any type is permitted in, on or upon a vehicle when located on the Condominium Property or a parking space. For purposes of this rule, the term "vehicle" includes all passenger automobiles, sport utility vehicles (SUVs), motorcycles, scooters, mopeds, trucks, commercial vehicles, vans, pick-up trucks three-quarter (3/4) ton capacity or greater, golf carts, all-terrain vehicles, trailers, mobile homes, camp trucks, house trailers, recreational vehicles, boats, boat trailers, jet skis and other similar vehicles, machinery and equipment of any kind or character.

All vehicles must be parked wholly within a single parking space so as not to obstruct the adjacent parking spaces for other vehicles. No more than one vehicle (including, but not limited to, motorcycles, mopeds, scooters and trailers) may be parked in any parking space. No vehicle may be parked (permanently or temporarily) so as to block building entrances/exits, sidewalks, driveways, parking spaces or fire lanes. No vehicle may be parked on the lawn, grass or landscaping or in any location on the Condominium Property that is not designated as a parking space. All parking spaces, other than guest parking spaces and "Handicapped" designated parking spaces, are assigned to the owners. No vehicle may be parked in someone else's assigned parking space without prior permission from the owner of said parking space. Blocking anyone from access to or from a parking space is strictly prohibited. All parking spaces labeled or posted as Handicapped spaces may be used only by disabled temporary guests of an owner or resident who have obtained and display a State-issued permit for handicapped parking. No Owner, Tenant or Occupant may use a designated Handicapped or guest space as his/her temporary or permanent parking space. All Owners, Tenants, Occupants, Guests and Invitees shall observe and abide by all vehicle, parking and traffic regulations of the Association.

All vehicles parked on the Condominium Property and/or in a parking space must be operational and display valid plates, license/registration and decals, including an inspection sticker, as required by applicable law. Any vehicle that cannot be operated in its existing condition, including motor vehicles with missing or damaged parts necessary for operation, such as, but not limited to, tires, wheels, windshield, engine, drive train, driver's seat, steering wheel or column, gas or brake pedals, or has a deteriorated body condition, shall be deemed to be

inoperable, regardless of the display of valid state license/registration or inspection sticker. The Board has the right to require an owner or resident to start and drive or move a vehicle to prove it is operable. Repairing or servicing of vehicles on the Condominium Property or parking space is prohibited, except for minor emergency repairs such as changing a tire, changing a battery or repairing a cracked windshield. If a vehicle requiring repairs and servicing remains unrepaired for more than 24 hours, said vehicle shall be deemed inoperable and must be immediately removed from the Condominium Property. Each Owner, or their Tenant, shall be required to clean his parking space of any oil or other fluids that accumulates, on their assigned parking spaces. Upon notification by the Association to an Owner or Tenant that such a clean-up is necessary the areas shall be cleaned up within 48 hours. In lieu of that, the Association may have the area cleaned up and the costs incurred assessed against the Owner's account as an individual assessment subject to a lien for non-payment. When a Unit is leased, the Owner must remove their vehicle(s) so as to allow the Tenant(s) to use the assigned parking space for parking of Tenant(s) vehicle.

No personal property or articles shall be kept, stored or left in the parking spaces, except that Owners and their Tenants may keep and store no more than two (2) bicycles in their parking space.

In addition to all other rights and remedies the Association may have to enforce the foregoing rules, the Association shall have the right to tow the offending or unapproved vehicle at the vehicle owner's expense without further warning or notice, including the right to tow an offending or unapproved vehicle parked in an Owner's assigned parking space.

23. **No Solicitation.** No solicitation for any purpose shall be allowed on the Condominium Property 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 Owner's right to peaceably assemble, or the right to invite public officers or candidates for public office to appear and speak in the Common Elements.

24. **Revocation of Consent.** Any consent or approval given under these Rules by the Association shall be revocable at any time by the Board for good cause.

25. **Meeting Notices.** All notices of Board and Owners meetings shall be posted on the 6 mailboxes located outside Units 101, 201, 301, 403, 501 and 601.

26. **Swimming Pool Rules.** All Owners and their family members, guests, invitees and tenants must comply with all posted swimming pool rules and all State of Florida and Lee County, Florida, laws and ordinances concerning the swimming pool. The Association shall have the right to promulgate additional Rules and Regulations from time to time concerning the swimming pool.

27. **Leasing Restrictions.** All Owners and their respective Units are subject to certain leasing restrictions. Please refer to Section 15 of the Declaration for the Association's leasing policy and restrictions.

28. **Selling, Purchasing and Other Transfers of Units.** The selling, purchasing and other transfers of Units are subject to certain restrictions. Please refer to Section 15 of the Declaration for the Association's selling, purchasing and transferring of Unit policy and restrictions.

29. **Use of Unit Restrictions.** All Units are subject to certain use and occupancy restrictions. Please refer to Section 14 of the Declaration for the use and occupancy restrictions for the Units.

30. **Guests.** All guests and invitees are subject to certain restrictions. Please refer to Section 14.7 of the Declaration for the unaccompanied guest restrictions.

31. **No Garage Sales.** Owner and residents are not permitted to conduct private garage sales, liquidation sales, or estate sales (or similar types of sales) in the Rose Garden Villas community. The Board may, but is not obligated to, permit a community-wide garage sale.

32. **Window and Window Coverings.** No Unit shall have any reflective substance or coverings placed upon any window or sliding or other glass door. All replacement windows and sliding and other glass doors must be tinted grey or such other color tint as approved by the Board. All replacement windows and sliding and other glass doors must be impact resistant glass per applicable Florida building codes. Curtains, blinds, plantation shutters and other window coverings must be a neutral color when facing outward. No Owner or resident shall install or utilize newspaper, paper, sheets, towels, flags, cardboard or similar items as window or glass door coverings.

33. **No Modifications or Alterations.** No Owner may make or permit the making of any modifications or alterations to any portion of his Unit visible from the exterior of his Unit, or in any manner change the appearance of any portion of the Common Elements, or undertake any structural work or undertake any structural modification or alteration, without first obtaining the written consent of the Board, which consent shall be denied if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or whole.

These Rules and Regulations were duly adopted by the Board on December 9, 2019.