

Rosemary Park Condominium Association, Inc.
Return to: Progressive Community Management, Inc.
3701 South Osprey Avenue, Sarasota, FL 34239
Phone: 941-921-5393 Website: www.pcmfla.com

APPLICATION FOR APPROVAL OF LEASE

A non-refundable administration fee of **\$100.00**, a background check fee of **\$150.00**, and a refundable security deposit in the amount of **\$1000.00** must also accompany this application, made payable to the Rosemary Park Condo Association. The security deposit is refundable, provided no damage has been done to the common areas by any occupants, guests or delivery services to the rental unit. The undersigned proposes to lease Unit No. _____ Address: _____ to: _____, identified below, and the undersigned does hereby apply for approval of this lease, by the Rosemary Park Condominium Association, Inc., to which the following information is submitted. By signing this application the undersigned agrees to an annual background check and the associated cost.

Signature of Owner

Date

LESSEE STATEMENT

Lessee Full Name: _____ Name of Spouse: _____
Lessee SS#: _____ Spouse SS#: _____
Lessee DOB: _____ Spouse DOB: _____
Lessee Driver's Lic.# & State: _____ Spouse Driver's Lic.# & State: _____
Present Address: _____
Home Phone #: _____ Mobile Phone #: _____
Email Address: _____
Residency Dates: Arrival: _____ Departure: _____
Business or Profession (Present or Former) Position Occupied: _____ Active or Retired: _____
Bank References and Credit References: _____
Other persons who will occupy the unit with you: _____
Name: _____ Age: _____ Relationship: _____
Name: _____ Age: _____ Relationship: _____
Vehicle Information: How Many: _____ Note: See RPC Rules and Regulations for further details on parking.
Make: _____ Model: _____ Year: _____ State: _____ License #: _____
Make: _____ Model: _____ Year: _____ State: _____ License #: _____

I have read and received a copy of the Bylaws and Rules and Regulations of Rosemary Park Condominium Association, Inc., and understand my responsibilities as a Renter. I agree to abide by the provisions of said documents, as amended.

Date

Signature of Applicant for Lease

AUTHORIZATION FOR VERIFICATION OF INFORMATION FOR CREDIT REPORT, PUBLIC RECORDS, RENTAL OR LEASE HISTORY AND EMPLOYMENT VERIFICATION AND/OR FINANCIAL INFORMATION

I agree to hold harmless, Progressive Community Management Inc., and all providers of information on the prospective stated above. In the event that the information provided by me (us) is found to be misleading or false, my acceptance for this rental/lease, whether determination is made before or after my date of occupancy, may be affected.

I do hereby authorize with my (our) signature(s), the release of public records, credit report, rental or lease information and employment and/or financial verification, whether by fax, verbal, photocopy or original signature, to: Progressive Community Management Inc., and all its members now and in the future. **NOTE: Additional information may be required for identity verification. Provide a copy of the driver's license along with the executed lease.**

Date

Signature of Applicant

Date

Signature of Co-Applicant

ACTION OF BOARD OF DIRECTORS:

☐

Approved

☐

Disapproved

Date: _____

Director's Signature

Title

Return to: PROGRESSIVE COMMUNITY MANAGEMENT, INC. 3701 SOUTH OSPREY AVENUE, SARASOTA, FL 34239

03/19/2026

HOLD HARMLESS AGREEMENT

PURSUANT TO FLORIDA LAW; SECTIONS 718.106(3), 718.111(5) AND 718.303(1) THE ROSEMARY PARK CONDOMINIUM ASSOCIATION IS GRANTED THE AUTHORITY TO ENTER INTO A UNIT AND GIVES THE ASSOCIATION PROTECTION IF DONE SO. IN THIS REGARD, NOTICE IS HEREBY GIVEN THAT MANAGEMENT AND/OR BOARD OF DIRECTORS WILL ENTER YOUR UNIT ON A MONTHLY BASIS TO CONDUCT MAINTENANCE /STATUS CHECKS AS WELL AS EMERGENCY CHECKS WITH SIGNED ACKNOWLEDGEMENT OF THIS HOLD HARMLESS NOTICE. I UNDERSTAND THAT THE FRONT PORCHES MUST BE CLEANED TWICE A YEAR. THE MANAGEMENT AND BOARD OF DIRECTORS WILL BE HELD HARMLESS FOR THE CONDITION OF MY APARTMENT AFTER ALL CHECKS, INCLUSIVE OF ANY MOLD OR WATER DAMAGE THAT MAY HAVE OCCURRED.

THE MANAGEMENT AND BOARD OF DIRECTORS AGREE TO TAKE ALL REASONABLE STEPS TO PROTECT MY UNIT AND TO INFORM ME OF ANY AND ALL FINDINGS.

Signature

Unit # and Date



03/19/2026

ROSEMARY PARK CONDOMINIUM, Inc.
Sarasota, Florida

RULES AND REGULATIONS
Updated January 21, 2026

These Rules and Regulations are a summary of expected conduct by residents of Rosemary Park Condominium, Inc. (referred to as Association). These rules and regulations are derived from the Bylaws (hereinafter shortened to Bylaws), the Declaration of Condominium (Declaration), the Articles of Incorporation (Articles), our Board-approved motions (Motions), and Florida State statutes (Statutes). This summary is intended to highlight key aspects of our rules and regulations. This summary does not include all conduct requirements and does not amend or change any of the above sources.

Enforcement. The Board shall enforce Bylaws, Articles, Declaration and Rules and Regulations. *Reference: Bylaws 5.1.*

Assessments. Assessments shall be due on the first of each month. *Reference Bylaws 7.5.* An assessment not paid within ten days of due date is considered late and shall trigger appropriate corrective actions by the board and management. *Reference: Motion 6/24/2021.* Note the late fee assessment period was temporarily changed to 15 days due to a misprint on the 2025 RPC coupon books. This will be corrected to 10 days when the next issue of coupon books is released. *Reference: Motion 2/25/25.*

Interest and Late Charges. The Association shall have the right to collect interest on and late charges on delinquent assessments. The rate of interest and amount of late charge shall be uniform, shall not exceed those permitted by law.... and shall be established by the Board of Directors. *Reference Declaration 9.4.* Payment more than 10 days late will be subject to a \$25 late fee. Accounts in arrears more than 30

days may be subject to collections action. Unit owners will be responsible for any attorney fees associated with collections. *Reference: Motion 6/24/2021.*

Compliance. The association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. A fine may be levied by the board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee as provided in paragraph (b). However, the fine may not exceed \$100 per violation, or \$1,000 in the aggregate. Reference Florida Statute 718.03 (3)

A fine or suspension levied by the board of administration may not be imposed unless the board first provides at least 14 days' written notice to the unit owner and an opportunity for a hearing before a committee of at least three members appointed by the board. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. *Reference Florida Statute 718.03 (3b)*

Unit Occupancy: Condominium units are single family residences that may be occupied by no more than two unrelated persons on a permanent basis. *Reference: Declaration 7.2, Declaration 1.31.* No one bedroom unit shall be occupied overnight by more than four (4) persons, no two (2) bedroom unit may be occupied overnight by more than six (6) persons, and no three (3) bedroom Unit may be occupied overnight by more than eight (8) persons. *Reference: Declaration 7.5.*

Parking. Each condominium has one designated parking space, but a unit owner may also use one additional available unassigned parking space. The Board may promulgate rules for use of the parking lot. The designated parking space should be utilized first before leveraging additional unassigned spaces. Habitually using guest spaces while leaving one's designated space vacant is not allowed. *Reference: Declaration §5.2 (b) Parking Area in Article 4, §5.8 (b) Parking Spaces in Article 5.*

Board Motion 5/23/24. No motorcycles or motorized vehicles may be stored on unit's porch or any common element except the parking lot. *Reference: Motion passed 9/15/2015 and updated 5/23/24.* No cars will be washed, repaired, or have routine maintenance such as oil changes in the parking lot unless in an emergency situation. *Reference: Motion 6/24/2021.* Commercial vehicles shall not be garaged overnight in the parking lot, to include those with permanent lettering and obvious commercial use without prior Board approval. The parking or storage of trailers, RVs, boats, etc is prohibited on property. *Reference: Declaration 7.6 (k), Motion 6/24/2021.* Non-unit owner vehicles cannot be stored onsite. Unregistered vehicles cannot be stored onsite. *Reference: Motion 05/23/24.* Two Parking Passes have been provided to each unit and should be visibly displayed in unit owner and authorized guests vehicles when parked onsite. *Reference: Motion 10/23/25*

Common Elements. The common elements of the condominium include the Land and all other parts of the condominium that are not part of or included with the units. *Reference Declaration 5.9.* The Common Elements shall be used only for the purpose for which they are intended. *Reference Declaration 7.8.* Common elements shall not be littered, damaged, altered, defaced or misused in any manner. *Reference: Motion 6/24/2021.* Unit Owners are responsible for any and all damages to Common Elements caused by them, or their invited guests, lessees, or contractors. *Reference: Motion 1/21/2026*

Limited Common Elements. Limited common elements are those areas intended for exclusive use of individual units such as patios, porches, rear entrance area, and parking space. *Reference: Motion 6/24/2021.*

Rubbish No unit owner, tenant or other occupant of a Unit shall allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefore, and each Unit, the Association property and the Common Elements shall at all times be kept in a clean, safe and sanitary condition. *Reference Declaration 7.6(h).* Unit Owners must dispose of rubbish, refuse, or garbage in the dumpster or

recycle bins provided. Removal of large items that cannot fit in the receptacles is the responsibility of the unit owner. The unit owner must contact the management company to arrange special pickup. *Reference: Motion 6/24/2021.*

Alterations and Prohibitions. No owner or occupant of a unit may alter the exterior appearance of any unit or any common element without prior written consent of the Board. Such unapproved alterations would include satellite dishes, exterior lighting, place or maintain plants, put signs or symbols in window or on porches. The unit owner may not place any draperies, blinds, or curtains at or over the windows or doors of any unit without a solid, light color exterior liner acceptable to the Board so as not to materially change or affect the uniform exterior appearance of the buildings. No unsightly or hazardous materials may be stored on common elements. *Reference: Declaration 7.6 (a), Declaration 7.6 (d), Declaration 7.6 (g), Declaration 7.6 (h).* Exterior furniture must be neat and only include furniture designed and intended for exterior use. Storage of recreational items should be inside the units or neatly placed at the rear of the unit. Unit owners may not store or locker any items on common elements. Use of limited common elements is permitted with stated restrictions above and if done in a neat, clean, safe manner. *Reference: Motion 6/24/2021.*

Maintenance. Owner shall repair all exterior doors, windows, window glass, and screens. *Reference Declaration 8.3 (a)*

No unit owner shall plant, prune, trim, cultivate, remove, or fertilize common plantings without prior approval of the Board of Directors. *Reference: Motion 6/24/2021.*

Porches shall not be used as storage areas, or be permitted to become unsightly in the sole discretion of the Board of Directors. *Reference: Motion 6/24/2021.*

Patio Paint - Unit owners are permitted to paint dedicated porch/sidewalk areas serving their unit with Rust-Oleum Gray Satin 1-Part Epoxy Concrete Floor Interior/Exterior paint. No other variants may be used without Board approval.

Reference: Motion 7/13/23.

No unit owner shall direct, supervise, harass, or in any manner attempt to assert control over any maintenance personnel. Any and all concerns and recommendations must be directed to the Management Company for consideration by the Board of Directors. *Reference: Motion 6/24/2021.*

Air Conditioning – It is the unit owner’s obligation to repair and replace all air-conditioning and heating equipment serving the Unit whether it is located within the Unit or outside the Unit including without limitation the conduits or lines from the equipment to the unit. *Reference Declaration 8.3 (b)* Window A/C units are not allowed. *Reference Motion 5/23/2024.*

Utility Lines – It is the unit owner’s obligation to maintain, repair and replace all utility lines, mains, pipes, wiring, and other appurtenances and facilities serving only the Unit except those owned, repaired, maintained and replaced by the respective utility companies. *Reference Declaration 8.3 (c)* For clarity, this includes mandatory biennial city inspections for the backflow preventors.

Pet Animals. An owner may have only one dog or cat weighing less than 20 pounds. *Reference: Declaration 7.6 (o).* Dogs must be kept on a leash while on common elements. *Reference: Motion passed 12/28/2015.* Owners must clean up after their pets on property at all times. *Reference: Motion 6/24/2021.*

Leasing - Unit owners voted to approve leasing in a proxy vote of 12/18/2025. It allows leasing with the following conditions;

1. Unit leases will be for a minimum duration of three (3) months and may not be rented more than twice in a calendar year.
2. The maximum leasing term is twelve months.
3. All tenants will be subject to the same background check and approval process required of new owners including application fees. This includes any adult occupants that are not a listed unit owner.
4. The unit being rented must be in full compliance with community standards before approval will be granted. (ie neat, clean, blinds, exterior in compliance, etc). This condition applies to new lease applications as well as renewals. In addition, no lease will be approved if all association fees are not up to date.
5. Lease renewals will be subject to the approval process. Sub-leasing will not be permitted.
6. Leased units with a repeated history of violations will not be renewed.
7. New Unit owners will not be allowed to lease their unit for a period of twelve (12) months after the date of purchase of the units.
8. Unit owners remain responsible for monthly HOA fees.
9. All rules and regulations will be strictly enforced on unit owners and their tenants, including existing occupancy limitations. All owners and tenants will be required to certify in writing their understanding and acceptance of the RPC Declaration and most recent update to the Condominium's Rules and Regulations with the understanding that they may be further amended by the Board during a lease period.
10. Any fines associated with tenant violations will be applied to the corresponding unit owner.
11. If a unit is occupied by anyone other than the listed unit owner or immediate family member, that unit must follow the leasing process described above. If a property is in trust, the occupant must be the designated owner or beneficiary of the trust or it too will be considered part of the leasing process. For purposes of this process, immediate family members are defined as parent, spouse, sibling, child, and grandchild of the listed unit owner.
12. If a unit becomes delinquent in paying any monetary obligation due to the association, the association may make a written demand that the tenant pay to the association the subsequent rental payments and continue to make such payments until all monetary obligations of the unit owner have been paid in full to the association (as detailed in 2025 Florida Statute Chapter 718.116 or its successor). Note that this statute also provides that the Association has the power to begin eviction proceedings against a tenant who does not comply with said demand.

Reference: Motion 11/17/2025; Leasing Proxy Package dated November 21, 2025 was passed by Membership per 12/18/2025 proxy vote; Declaration 7.11 as amended January 7, 2026.

Cooking Grill: Cooking grills may be stored neatly on the limited common area closest to the unit's rear entrance and should always be attended when in use. Grilling and storage is not allowed on front porches or any common element. *Reference: Declaration 7.6 (L), Reference: Motion 6/24/2021.*

Skateboarding: No one shall use a skateboard, razor scooter, or bicycle in the parking lot including the driveway. *Reference: Motion 10/15/2015.*

Commercial solicitation within the premises for any purpose is prohibited. Violations shall be reported to the Management Company for delivery to the Board of Directors. *Reference: Motion 6/24/2021.*

Insurance: Each individual unit owner shall purchase liability insurance, personal property insurance, and insurance for glass and screen of the owner's unit. *Reference: Declaration 11.17.*

Damage: A unit owner is liable for damage that the owner, family, and/or his occupants, guests or employees cause. *Reference: Declaration 14.4.*

Transfer or sell unit. Unit owner shall inform Board of intent to sell or transfer unit. A certificate of Approval from Board is required. *Reference: Declaration 12. 3 (a) (i), 12.3(b), 12.7. Articles of Incorporation (2.2.). Bylaws 2.2, Bylaws 9.1.*

Document updated on 1/21/2026