

ROSEMARY PARK CONDOMINIUM ASSOCIATION, INC.

c/o Progressive Community Management

3701 South Osprey Avenue

Sarasota FL 34239

941-921-5393

APPLICATION BY PROPOSED PURCHASER

**PLEASE NOTE: Separate applications are required by each purchaser of the unit, if there are more than one, except husband and wife. A \$150.00 non-refundable application fee (per applicant) must accompany the application. Make check payable to Rosemary Park, include a copy of all Driver's Licenses and a copy of the sales contract.**

**NO UNIT MAY BE LOANED OR RENTED.**

Date: \_\_\_\_\_

I/ We intend to purchase Unit No. \_\_\_\_\_. In order to facilitate consideration of my/our application for the purchase of the above designated unit in Rosemary Park Condominium. I/we represent that the following information is factual and true. I/We are aware that any falsification of misrepresentation of the facts in this application will result in automatic rejection of the application. I/We consent that you may make further inquiry concerning this application.

Full Name of Applicant: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Email: \_\_\_\_\_

Phone Numbers: \_\_\_\_\_

Full Name of Co-Applicant: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Email: \_\_\_\_\_

Phone Numbers: \_\_\_\_\_

Present Home Address: \_\_\_\_\_

City/State/ Zip: \_\_\_\_\_

- I/We will be bound by the Rosemary Park Condominium Association Declaration of Condominium and Bylaws, Articles of Incorporation and Rules and Regulations of Rosemary Park Condominium Association, Inc., but not limited to the prohibition of parking mobile homes, trailers, campers, buses, and any vehicles other than passenger vehicles. There are no facilities available for parking large oversize vehicles on the property.
- One single dog or cat weighing no more than 20 pounds allowed per household. Leash rules are strictly enforced.

Do you own a vehicle? Yes \_\_\_\_\_ No \_\_\_\_\_ Make/Model/Year: \_\_\_\_\_

Do you have any pets? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, what kind of pet? \_\_\_\_\_  
Type Weight

## ROSEMARY PARK CONDOMINIUM ASSOCIATION, INC.

Have you received a complete copy of the Association Documents (Declaration of Condominium, Articles of Incorporation, Bylaws and Exhibits)? YES \_\_\_ NO\_\_\_

If NO, please obtain a copy of the Association's documents from the current Owner or you may contact Progressive Community Management

Should I/we be accepted for membership in the Association, I/we agree to conform and/or abide by the Declaration of Restrictions, Articles of Incorporation, Bylaws, and Rules and Regulations of the Association.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

# DISCLOSURE AND AUTHORIZATION AGREEMENT REGARDING CONSUMER REPORTS

## DISCLOSURE

A consumer report and/or investigative consumer report including information concerning your character, employment history, general reputation, personal characteristics, criminal record, education, qualifications, motor vehicle record, mode of living, credit and/or indebtedness may be obtained in connection with your application for and/or continued residence. A consumer report and/or investigative consumer report may be obtained at any time during the application process or during your residence. In the event of adverse action, upon timely written request of the Association or Management, and within five (5) days of the request, the name, address and phone number of the reporting agency and the nature and scope of the investigative consumer report will be disclosed to you.

## AUTHORIZATION

You hereby authorize and request, without any reservation, of any present or former employer, school, police department, financial institution, division of motor vehicles, consumer reporting agency, or other persons or agencies having information about you to furnish any reporting agency of Progressive Community Management, choice with any and all background information in their possession regarding you in order that your residence qualifications may be evaluated. You also agree that a fax or photocopy of the authorization with your signature be accepted with the same authority as the original.

## READ, ACKNOWLEDGED AND AUTHORIZED

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Print Name

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Signature

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Print Name

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Signature

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Date

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