

EXHIBIT " F "  
TO DECLARATION OF CONDOMINIUM OF  
ROYAL ARMS CONDOMINIUM  
RULES AND REGULATIONS  
REVISED DECEMBER 20, 1989

INTRODUCTION  
\*\*\* REVISED \*\*\*

The Rules and Regulations hereinafter enumerated shall be deemed in effect until amended by the Board and shall apply to and be binding upon all Unit Owners. Unit Owners shall obey the Rules and Regulations and shall use their best efforts to see that the Rules and Regulations are observed by their lessees, guests, invitees and any other persons for whom they are responsible or whom they exercise control ( collectively " Occupants " . Violation of the Rules and Regulations shall subject the violator to any and all remedies available to the Association and other Unit Owners under the provisions of the Declaration of Condominium, the Articles of Incorporation of the Association, the By Laws of the Association and Florida Law. The Association shall be entitled to recover any and all court costs incurred by it, together with reasonable attorneys fees against any person violating the Rules and Regulations. Any waiver, consent or approval given pursuant to the Rules and Regulations by the Board shall be revocable at any time and shall not be considered a waiver, consent or approval in identical or similar situations.

Condominium Unit Owners will receive copies of rules currently in effort as will the tenants who rent units from an owner of a Royal Arms Condominium unit. Tenant shall receive copy of Rules and Regulations as part of their lease with the Owner. In addition, specific rules will be posted in appropriate places throughout the area such as the pool areas.

1. A SINGLE FAMILY COMMUNITY

\*\*\* REVISED \*\*\*

Royal Arms Condominium has adopted a policy of single family occupancy. Single family occupancy shall mean occupancy by family members who are related by marriage, adoption or blood. No more than two ( 2 ) unrelated adults may share a residence. Occupancy may not exceed the following:

- 1 Bedroom Units----- 2 Persons
- 2 Bedroom Units----- 4 Persons
- 3 Bedroom Units----- 5 Persons

Temporary guests or visitors of the owner occupying the unit for more than 90 days will be considered a resident and no longer a guest and occupancy restrictions will apply.

2. Definitions

All defined terms shall have the meaning ascribed to them in the Declaration of Condominium for Royal Arms Condominium.

### 3. Notice and Determination of Violations

\*\*\* REVISED \*\*\*

A. Violations shall be reported to the Managing Agent. Violations shall be reported to the violating Unit Owner or Occupant by the Managing Agent and by written notice. Determination of the violations of the Rules and Regulations shall be solely within the power and jurisdiction of the Board or the Managing Agent.

B. If the Unit Owner fails to correct or cease the violation within 10 days of notification a fine of \$ 25.00 will be assessed and a second notice of violation will be issued. If after 30 days from the initial date of notification the violation is still uncorrected an additional fine of \$ 25.00 will be assessed. Owners have the right to appeal any fine or violation to the Board of Directors within 30 days of notification.

C. Emergency problems shall be reported to the Managing Agent by telephone and be acted on immediately. It will be incumbent upon the Managing Agent.

### 4. Obstructions

Sidewalks, entrances, driveways, patios, courts, breezeways and stairways shall not be obstructed in any manner. Stairways, breezeways or facilities of the Condominium property of a similar nature shall not be used for storage of any kind.

### 5. Children

\*\*\* REVISED \*\*\*

For the purpose of this section, children are those persons 14 years of age and younger. The following rules are deemed necessary for the safety and the equal enjoyment of all residents.

Unit owners or occupants must exercise supervision over children while they play on the Condominium property. Children shall not be permitted to loiter or play in the breezeways, stairways and areas of the Condominium property of a similar nature. Children must have adult supervision while at any of the pools.

### 6. Destruction of Property

Unit Owners and Occupants shall not damage, destroy or deface any part of the Condominium Property. Unit Owners shall be responsible for any damage, destruction, or defacement of the Condominium Property caused by their own acts, the acts of their occupants or guests of either one.

### 7. Exterior Appearance

\*\*\* REVISED \*\*\*

The common elements of the Royal Arms Condominium shall not be painted, decorated or otherwise modified without written permission by the Royal Arms Condominium Board of Directors. No Awnings, Window Guards, screen and/or security doors, light reflector material, hurricane or storm shutters, ventilators or air conditioners shall be used exterior to the

7. ( Continued ) Condominium Unit without written permission of the Condominium Board of Directors. No Unit Owner or their agent may post names or any other notice on any part of the Condominium Property except on their door or mailbox for identification. No sign, notice or advertisements shall be inscribed or exposed on or at any window or other part of a Unit. There shall not be anything projected out of any window in a Unit without similar approval. No radio or television aerial or antenna shall be attached to, or hung from the exterior of a Unit or its roof.

#### 8. Cleanliness

All garbage and refuse from a Unit shall be deposited in containers intended for such purpose. All garbage and refuse shall be placed in a plastic liner or other suitable container and not emptied loosely into the dumpsters. Unit Owners and Occupants are strictly prohibited from disturbing or removing an item from container after it has been deposited.

#### 9. Balconies and Patios

Plants, pots, receptacles or other objects shall not be kept, placed, or maintained on ledges of the balconies or patios without the written consent of the Board of Directors. No object shall be hung or shaken from window sills. No cloth, clothing, rugs or mops shall be hung or shaken from windows, doors, balconies or patios. Unit Owners or Occupants shall remove all objects which are not securely attached to a balcony or patio during the hurricane season. Unit Owners shall not allow anything to be thrown from windows, doors, balconies or patios. Covering the Unit Owners patio or balcony with tiles or rugs is the responsibility of the Owner. The Condominium Association will not be responsible for removal or replacement of these articles if they are removed to repair the balcony or patio.

#### 10. Door Locks.                    \*\*\* REVISED \*\*\*

In case of emergency originating in or threatening any Unit, regardless of whether the Owner is present at the time of such emergency, the Board or any other person authorized by it, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. to facilitate entry in the event of any such emergency, each Unit Owner shall deposit a key to the Unit with the Board or Managing Agent. This is in accordance with the Royal Arms Condominium Documents and Florida Statue 718.111 Paragraph 5.

Any Unit Owner or Occupant altering any lock or installing any new lock on a door providing access to his Unit shall provide a key to the new or altered lock to the Managing Agent for use in an emergency situation. In the event emergency entrance is required by the Managing Agent, Unit Owner or Occupant shall be responsible for any and all cost incurred for the emergency access.

11. Attire

Unit Owners and Occupants shall dress in appropriate attire while on the Condominium Property.

12. Plumbing

Unit Owners and Occupants shall not use bathroom plumbing and other plumbing for any purpose other than that for which they are constructed. The cost of any damage resulting from the misuse shall be borne by the Unit Owner.

13. Service Area

Unit Owner and Occupants shall not enter or attempt to enter power rooms or service areas.

14. Solicitation

Solicitation by any person on the Condominium Property for any cause, Charity or any other purpose whatsoever is prohibited, unless specifically authorized in writing by the Board.

15. Parking/ Unauthorized Vehicles                   \*\*\* REVISED \*\*\*

- A. Unit Owners and Occupants shall obey the parking regulations posted on the parking areas and drives and any other traffic regulations promulgate for the safety, comfort and convenience of the Unit Owners and Occupants. No vehicle which cannot operate on its own power shall remain within the Condominium Property for more than Twenty-Four ( 24 ) Hours. No major repair of vehicles shall be made within the Condominium Property. Certain emergency repairs will be allowed but under no circumstances will the changing of oil be allowed on the Condominium Property.
- B. No recreational vehicles including " fifth wheel " travel trailers that are designed and constructed to provide temporary living quarters for recreation, camping or travel use that has a body width of more than 8 feet and an overall length of 18 1/2 feet shall be parked on Condominium Property.
- C. The following applies to commercial vehicles prohibited on Condominium Property.
  - 1. Vehicles to which have been added a platform or rack for the purpose of carrying goods other than personal effects of the passengers.
  - 2. Vehicles which are used for commercial enterprises are permitted if the open part of the vehicle is covered and no cargo exposed. Cargo must be contained in the bed of the vehicle and no higher than the sides of the bed.

D. Exceptions

1. Nothing in Section B and C above shall be construed to prohibit bona-fide loading/unloading of goods from a commercial vehicle such as moving vans, UPS trucks, etc. during daylight hours.
2. Commercial vehicles such as taxi-cabs or other public transports that enter/egress for the purpose of passenger transportation.

E. No trailers, boats or other vehicles shall be parked on the Condominium Property except in areas designated by the Board for such parking. Boats and trailers must bear a Royal Arms sticker to be parked or docked on the property. These stickers will be issued by the Association and require proof of ownership and the registration for the boat or trailer.

F. ALL IMPROPERLY PARKED AND UNAUTHORIZED VEHICLES WILL BE TOWED AT THE OWNERS EXPENSE. A violation notice will be placed on the vehicle prior to towing. The Owner will have 24 Hours to correct the violation. In addition to prohibited vehicles defined in Paragraph A, B and C above, the following are included:

1. Vehicles that are inoperable or immobile.
2. Vehicles and trailers with expired tags.
3. Vehicles that are creating a hazard, nuisance or are considered detrimental to Royal Arms Condominium as determined by the Board.
4. Vehicles parked in fire lanes, double parked or taking up more than one parking space.
5. Vehicles parked in handicapped spaces without proper tags.
6. Boats and trailers not parked in designated areas or without proper tags.

16. Hurricane Preparations

Each Unit Owner/Tenant who plans to be absent from its Unit during hurricane season must prepare its Unit for the season prior to departure.

- A. By removing all furniture and plants from its balcony or patio or;
- B. By designating a responsible firm or individual to care for its Unit during its absence in the event that the Unit shall suffer hurricane damage. The Unit Owner shall furnish the name of such firm or individual to the Board and Managing Agent.

17. Leasing Restrictions

\*\*\* REVISED \*\*\*

1. A Unit Owner may lease his Unit only pursuant to a written lease, a copy of which shall be supplied to the Association prior to occupancy by the tenant. No lease shall be for a term of less than 6 ( six ) months. Leases may not be assigned or subleased. Written leases shall be in a form acceptable to the Board of Directors and shall provide ( and if a lease does not so provide, shall be deemed to provide ) that the Association shall have the right to evict the tenant on behalf of the Unit Owner in the event of violation of State Law, the Condominium Documents or the Rules and Regulations of the Association and that the tenant shall abide by the Condominium Documents and the Rules and Regulations of the Association.

- A. Prior to the leasing/renting of a Unit by the Owner/Management Agent, a copy of the lease shall be forwarded to the Condominium Board for approval. If at the end of 10 days, the Owner/ Management Rental Office has not received a negative reply, the lease is considered approved.
- B. In order to better provide for the welfare, safety and security of all members of the Association, it is important for the Association to know the identity of all persons residing on the property which is subject to the Association. Therefore, within thirty ( 30 ) days of the effective date of this resolution, all Unit Owners shall provide the Association with names and other pertinent information regarding persons who currently occupy their unit.

In Units that are occupied by persons other than the Owners, such as guests or tenants, the Owner shall be responsible for providing such information as may be required by the Association and Management Company, including the names of persons occupying the Unit, together with the existence of and terms of any lease whether written or oral, and a copy of any lease agreement.

In the event any Unit Owner fails to provide such information within the time required, the Association does hereby authorize the management company to obtain such information. The Management Company shall receive an administrative fee of \$ 50.00 for making such additional inquiry as may be needed.

Any Unit Owner who fails to provide the requested information within the time required shall be liable for the \$ 50.00 administrative fee.

Henceforth, any Unit Owner desiring to lease a Unit shall submit an application for tenant approval to the Association's committee appointed for that purpose. In the event an application is not submitted, and the Management Company is required to obtain the necessary information, a \$ 50.00 administrative fee will be charged to the Unit Owner.

- C. The Unit Owner/Management Rental Office shall provide the Condominium Manager 48 hours notice prior to a tenant moving in or out of a Unit. This notice may be by telephone to the Condominium Office.
- D. According to the Royal Arms Condominium Association Covenants, the rights to use the recreational facilities and vote belongs to the Unit Owner. The Association welcomes the use of the facilities by tenant/renter but, as these privileges can not be shared, the Owner relinquishes his/her right to the use of the facilities by the act of leasing the Unit. However, the Owner still retains the right to vote.

18. Notification of Guest Use of Unit

Unit Owners shall notify the Board or Managing Agent of the arrival and departure of guests who have their permission to occupy a Unit in their absence. Such notification may be in writing or by telephone and shall be at least 48 hours prior to arrival of the guest.

19. Bicycles and Motorcycles

Bicycles may be operated on the Condominium Property, but must be kept in the Unit when not in use. They cannot be stored on passageways or balconies when not in use.

Motorcycles are not to be operated on the Condominium Property except for the purpose of ingress and egress. Motorcycle engines may not be "revved up" on the Condominium Property and must be operated with a muffler system in good operating condition to avoid disturbing other Owners/Tenants. Motorcycles shall not be parked in street parking areas, in Units, breezeways or on patios.

20. Interiors      \*\*\* REVISED \*\*\*

No Unit owner may make any structural additions or alterations to any Unit or to the Common Elements without prior written consent of the Board. Any Unit Owner may fasten light fixtures, shelving, pictures, mirrors, objects of art, curtain rods and similar household items to the walls of a Unit. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung on windows or patio doors.

21. Pets      \*\*\* REVISED \*\*\*

Unit Owners, their tenants or guests may not keep any pets in the Unit or on the Condominium Property except small neutered cats, small birds, goldfish and the like. No dogs are permitted and any pet found on the Condominium Property running loose with or without a tag shall be turned over to the animal shelter. Owners are cautioned not to feed stray animals.

22. Recreation Areas      \*\*\* REVISED \*\*\*

Unit Owners or Occupants shall be permitted to use all the facilities of the recreational areas.

The recreational facilities which are owned by the Association may be made available to Unit Owners or Occupants for their exclusive use so long as such use is non-commercial. The period of such exclusive use and the charge to the Unit Owner for such use shall be determined by the Board. In no event, however, shall this use of the facilities deny the use and enjoyment of such facilities to other Owners for more than a twenty four ( 24 ) period.

The Unit Owner who obtains exclusive use of the recreational facilities shall deposit as security with the Board an amount the Board considers necessary. The Unit Owner shall pay the full cost of repairing or replacing any damage or destruction to the recreational facilities. The Unit Owner also shall hold the Association harmless against any and all claims arising from the Unit Owner's use of the recreational facilities.

**RULES GOVERNING CLUBHOUSE USE FOR A TYPICAL FUNCTION:**

- A. No glass is allowed in the pool area. ( STATE LAW ) Therefore, no glass containers shall be used for serving or drinking.
- B. Kegs and stereo systems shall be confined within the clubhouse.
- C. Loud music and noise should be minimized and limited to the inside of the clubhouse.
- D. At least two ( 2 ) adults must be present at children's parties.
- E. The pools are for all Condominium Owners and cannot be part of exclusive use by a private clubhouse function.
- F. When a function is over the following procedures should be followed:
  - 1. Clean off cushions and tables; mop kitchen floor and vacuum carpets.
  - 2. Clean kitchen sink and refrigerator.
  - 3. Make sure that the utilities have been turned off.
  - 4. Close and lock all windows and doors.
  - 5. Be sure to return the key to the Manager's Office.

SWIMMING POOLS

- A. Swim at your own risk --- NO LIFEGUARD ON DUTY
- B. No glass, food or drink in the pool area.
- C. No pets in pool area.
- D. Children under the age of 14 must be accompanied by an adult.
- E. Guests must be accompanied by a resident.
- F. No excessive noise, running or horseplay in the pool areas.
- G. No jumping or diving into the pool is permitted.
- H. Radios, tape players, etc. shall have volume adjusted to a low level at all times.
- I. Shower off suntan oil and perspiration before entering pool.
- J. Keep stones and small objects out of pool.
- K. Pool hours are 7 am to 11 pm daily.
- L. From time to time it may be necessary to close one or more pool areas. When this occurs no one is allowed on the deck on in the pool itself.

TENNIS COURTS

- A. The court areas are for tennis and basketball playing only.
- B. Soft soled shoes are required.
- C. No vehicles permitted inside court enclosure including skateboards and roller skates.
- D. Guests are permitted only when resident host is present.
- E. One hour limit when others are waiting.



TENNIS COURTS ( CONT. )

- F. No glass containers are permitted inside the court enclosure.
- G. Tennis players have priority over basketball players on courts. If other courts are available please leave the east court for basketball players use.
- H. Residents of Royal Arms Condominium may obtain a key for the tennis courts upon payment of \$ 5.00. Whenever the lock is replaced, a new key will be issued upon surrender of the old key and a payment of an additional \$ 5.00.

BOATS

- A. No boats shall be anchored more than five ( 5 ) feet onto the shore of Lake Orienta by a stake or anchored into the Condominium grass or shore line trees. By permitting the anchorage to Condominium Property, Royal Arms Condominium assumes no responsibility for damage pilferage or injury to the boat, boat owners or their passengers.
- B. All boats or trailers kept on Condominium Property or anchored on the shore must bear a Royal Arms decal. The decals may be obtained from the Condominium Office.
- C. The boat dock near the boat ramp is for the use of all residents of the Condominium and is not to be blocked by any one boat. It is to be used for loading and unloading purposes only.
- D. A key to the boat ramp lock may be obtained from the Condominium Office upon payment of \$ 5.00. Whenever the lock is replaced, a new key will be available upon surrender of the old key and an additional payment of \$ 5.00.

THE TENNIS COURTS AND BOAT RAMP LOCKS WILL BE CHANGED ANNUALLY AND OWNERS WILL NEED TO CONTACT THE OFFICES TO RECEIVE THE NEW KEY AT A CHARGE OF \$ 5.00 FOR EACH KEY ISSUED.

ANY GUESTS OR INVITEES OF A UNIT OWNER SHALL BE ACCOMPANIED BY THE UNIT OWNER OR OCCUPANT WHENEVER SUCH GUESTS OR INVITEES SHALL USE THE FACILITIES OF THE RECREATION AREAS.

23. Miscellaneous Provisions

\*\*\* REVISED \*\*\*

Unit Owners and Occupants shall not engage in any activity or permit such activity in their Unit which would jeopardize the soundness or safety of any part of the Condominium Elements or impair any easement or right appurtenant thereof or affect the Common Elements without the unanimous consent of all Unit Owners who might be affected thereby.

Each Unit Owner shall promptly perform all maintenance and repair work required within its own Unit that, if omitted, would affect any Common Elements or any portion of the Condominium Property belonging to other Unit Owners. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may endanger other Unit Owners property.

No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof, and each Unit Owner shall, at its own expense, comply with all city, state, and federal laws, statutes, ordinance regulations, orders, or requirements affecting its Unit.

When a Unit changes ownership by way of a sale or otherwise, the new Owner shall be provided a copy of the Condominium Documents including the Rules and Regulations by the former Owner. Additional copies are available at a cost of \$ 35.00 per copy.

All of these Rules and Regulations shall apply to all Unit Owners and Occupants even if not specifically so stated in portions hereof. The Board shall be permitted ( but not required ) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.

24. Fines and Assessments            \*\*\* REVISED \*\*\*

Final budget and assessments for each calendar year is presented to the membership of the Association in accordance with the By-Laws of the Royal Arms Condominium Association, Article III. Assessments are apportioned to the type of individual units. The assessment is due in the Condominium Offices the first ( 1st ) of every month. Unit Owners will be fined \$ 25.00 for payments received after the tenth ( 10th ) of the month. The Board of Directors may grant relief from the fine if a written explanation is delivered to the Condominium Office for consideration of the circumstances for the lateness.

REVISED 12/20/89

EFFECTIVE 1/5/90

JOINDER BY MORTGAGEE  
TO THE SECOND AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
FOR  
ROYAL ARMS CONDOMINIUM

THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association (the "Mortgagee"), the owner and holder of a Mortgage (the "Mortgage") recorded in Official Records Book 1324, at Page 1601, of the Public Records of Seminole County, Florida, including the parcel particularly described in Exhibit "B" to the Second Amendment to the Declaration of Condominium of ROYAL ARMS CONDOMINIUM, hereby joins in the making of said Second Amendment to Declaration of Condominium of ROYAL ARMS CONDOMINIUM, and agrees that the lien of the Mortgage shall, with respect to the parcel described on said Exhibit "B", be upon all of the Units of ROYAL ARMS CONDOMINIUM, together with all of the appurtenances thereto, including but not limited to, the Common and Limited Common Elements.

The execution hereof by Mortgagee is for the sole purpose of consenting to the making of the Second Amendment to the Declaration of Condominium, as such consent is required by Florida Statutes, Chapter 718, and nothing contained herein shall be construed as subordinating the Mortgage to any lien rights or other provisions of the Declaration of Condominium of ROYAL ARMS CONDOMINIUM, or the Exhibits thereto, nor shall the execution hereof effect the lien or priority of the Mortgage. Mortgagee shall have all the rights, privileges and obligations of a holder of a mortgage or trust deed against a Unit set forth in the Declaration of Condominium.

IN WITNESS WHEREOF, THE FIRST NATIONAL BANK OF CHICAGO has caused this instrument to be executed this 3<sup>d</sup> day of September, 1987.

Signed, sealed and delivered  
in the presence of:

Ronald Meyer  
William J. [unclear]

THE FIRST NATIONAL BANK  
OF CHICAGO

By: Bradley C. [unclear]

Attest: Quentin M. Peterson  
Corporate Banking Officer

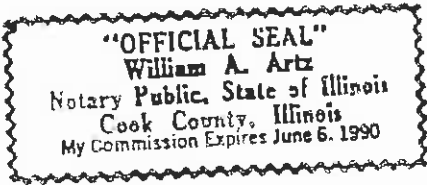
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SEMINOLE CO. FL.  
1890 1056

Official Records Book PAGE

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The foregoing Joinder by Mortgagee to the Second Amendment to the Declaration of Condominium for ROYAL ARMS CONDOMINIUM was acknowledged before me this 3rd day of September, 1987, by Bradley C. Barrett and Quentin M. Peterson, respectively, of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association, on behalf of the National Banking Association.



William A. Artz  
Notary Public  
Commission Expires 6/6/1990

SENIOR CO. FL.

1890 1057

BOOK PAGE