

Condominium Owner Association (COA)

Information Handbook

Proudly Managed by First Service Residential (FSR)



**Draft Date:** 03/10/2024

## PLEASE READ

The Palma Sola Bay Club ("PSBC") Condominium Owners Association's ("COA") Board of Directors ("BOD", "Board") has written this Handbook to be a reference for Palma Sola Bay Club Owners. It is to supplement, not replace the Condominium Owners Association's governing documents.

PSBC is a community of many members living in close proximity to one another. The Rules & Regulations of the COA are meant to foster consistency in the community and consideration of fellow Owners. It is important that we, as a community, always respect the Association's rules.

This Handbook provides a helpful overview for living at PSBC and consolidates, summarizes and simplifies portions of the multiple condominium documents (i.e., "Articles of Incorporation", "Declaration of Condominium," "Condominium Bylaws" and "Rules and Regulations") that govern the PSBC COA, including the rights and responsibilities of PSBC unit owners ("Owners"). The condominium documents comply with Florida condominium law and govern should inconsistencies exist with the law and in this Handbook. The condominium documents are available on the Palma Sola Bay Club website. Always refer to the condominium documents for a complete assessment should you have any questions about your rights and responsibilities as an Owner. For help in understanding the documents addressed in this handbook, Exhibit 1 list common Condominium Document Definitions, and is included for reference.

We hope that you find this Handbook helpful and welcome any feedback on it, including how we might improve our community. Our community is managed by First Service Residential (FSR). Please contact [FSR Name - TBD] at 941-357-1962, or email [FSR Email - TBD] for assistance should you have any questions about the information contained herein or the condominium documents.

Palma Sola Bay Club Board of Directors Christine Blidy Donna Purkett Mark Staal Dale Stephenson Rich Swartz

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## **NEED TO KNOW – QUICK GLANCE**

#### PROPERTY MANAGEMENT - CONTACT INFORMATION

PROVIDER CONTACT

Property Management: First Service Residential (FSR)

601 SW 80th Terrace, Plantation, Florida.

Phone: 954-925-8200 – 24/7

Customer Care: 866-378-1099 After Hours Emergency: 866-378-1099

Financial Management: Enumerate (supported by Truist Bank)

3363 W Commercial Blvd., Ste. 105, Ft.

Phone: Lauderdale, FL 33309

Email Contact: 954-284-3080 (Website Cust. Svs. 800-899-5689)

Mary Leon < mary.leon@goenumerate.com >

Customer Service customerservice@goenumerate.com

**LOCAL CONTACT INFO** 

Property Manager: [FSR Name - TBD]

Direct E-Mail: [FSR Email - TBD]

Office Location: PSBC Clubhouse, 2nd floor

Weekday Phone: (941) 357-1962 (Monday-Friday, 8 AM - 4 PM)

Emergency Phone: 1-800-337-5850 ext. 1 (Nights & Weekends)

E-Mail: <a href="mailto:psbc.admin@palmasolabayclub.org">psbc.admin@palmasolabayclub.org</a>

Maintenance Supervisor:

Phone:
941-462-3487

Email for Service Requests and

Work Orders: <a href="mailto:psbc.workorders@gmail.com">psbc.workorders@gmail.com</a>

**LOCAL PSBC WIFI INFO** 

Pool Deck Network (SSID) Bradenton1

Password - bradcove123

Clubhouse Network (SSID) Clubhouse

Password - psbc341077

## **NEED TO KNOW – QUICK GLANCE (Continued)**

## **UTILITY PROVIDERS – CONTACT INFORMATION**

Power – Florida Power & Light The power and light account *is* 

the responsibility of the Unit

Owner.

Phone: 941-917-0708 Website: www.fpl.com

BlueStream Cable/Internet & Phone Service

The basic cable and internet are a bulk service agreement and is COA provided. Its activation is the responsibility of the Unit Owner. Upgrades are an owner paid add-on to the base service.

Phone: (941) 280-1566

Website:

https://www.bluestreamfiber.com/learn

ing-resource-hub/

Support: TV & Internet Handbook access

is provided via

https://palmasolabayclub.org the next

section.

Water/Sewer/Trash - Manatee County

Water/Sewer/Trash is COA provided.
Trash days are Thursday and Recycle
days are Friday. Electronic scrap may be
dropped off periodically at the Manatee
County 66th Street West location. Visit
https://www.mymanatee.org and
Search on "e-scrap" for collection
schedule.

## **NEED TO KNOW – QUICK GLANCE (Continued)**

## **OTHER PROVIDERS – CONTACT NUMBERS**

(941) - 761-1555
(941) - 747-3011
(941) - 749-3500
(941) - 748-0747
(941) - 748-8208
(800) - 772-1213

### **HOSPITALS**

HCA Florida Blake Hospital (941) - 792-6611 Manatee Memorial Hospital (941) - 746-5111 Sarasota Memorial Hospital (941) - 917-9000

## **AMENITY HOURS**

Clubhouse & Fitness Center	24 Hour/7 Day
Pool Use	Dawn-Dusk
Pool Deck, Grill/Bar & Fire Pit	8 AM – 10 PM
Bocce Ball, Putting Green & BBQ Grill Pavilions	Dawn – 10 PM
Observation Deck and Kayak Launch	Dawn – Dusk

The Palma Sola Bay Club (PSBC) Condominium Owners Association (COA) is a private association formed for the benefit of the Palma Sola Bay Club community. The responsibility of the COA is to enforce the governing documents for the benefit of all Owners and maintain the Common Areas of Palma Sola Bay Club. All persons who purchase a residence in PSBC become members of the COA, and, therefore, must abide by the COA established rules and regulations. The COA and its members are also subject to Florida statutes that govern condominium associations.

The COA governing documents provides for an elected governance of Palma Sola Bay Club. The Board is currently composed of five owner-directors elected by the members of the Association.

The BOD makes decisions regarding the COA, including management of its finances, protecting its real and intangible assets, and enforcing its governing documents. The BOD has a legal responsibility to Owners, which is known as fiduciary duty, and they must act in the best interest of the Owners.

## FIRST SERVICE RESIDENTIAL (FSR) & WEBSITE

#### **ALL IN PROGRESS**

Within its duty, the Board has hired First Service Residential (FSR) to handle the governing duties and management of the association. First Service Residential services encompass administration of the COA and general management responsibility.

Also, within its duty, the Board has hired Enumerate to handle the financial management duties of the association. Truist Bank supports Enumerate and receives the Palma Sola Bay Club Owners monthly dues plus other assessments, when due.

First Service Residential has established a PSBC gateway known as FSR CONNECT. This site allows you access to Association agendas, meeting minutes, and is where you can request maintenance service. To gain access to the FSR CONNECT system, new PSBC Owners must complete Owner Contact Registration and Authorization Form on Page 29, to obtain your unique account number provided by First Service Residential.

#### PALMA SOLA BAY CLUB WEBSITE

The Board has developed a website for the Palma Sola Bay Club Owner Association providing limited access for the Public's consumption to learn about Palma Sola Bay Condominium. It provides full access to the Owners. The Association members have access to this site through their own Log-In credentials.

In summary, the former group only has access to top level information and the latter group has full access of the same information.

The website address is: <a href="https://palmasolabayclub.org">https://palmasolabayclub.org</a>



It is recommended you establish theses websites as a Favorite/Bookmark on your Web Browser



## **FSR SERVICE REQUEST**

A Service Request is the vehicle to address any issue needing Property Managements attention in the Common Areas and Limited Common Areas relative to but not limited to property issues and resident behavior. Exhibit 2, the Quick Responsibility Matrix addresses who owns the issue.

Service requests must be placed by owners through First Service Residential's work order system on Connect per the instructions below. Only upon emergencies, as defined below, should owners call or email First Service Residential personnel or the after-hours call center. It is still necessary for the owner to file the service request through the work order system so that it can be properly tracked.

## **Non-emergency Work Order Submission:**

First Service Residential will not accept work order submission from Owners by personal contact, phone calls or emails to First Service Residential personnel.

Process currently to email

Requested maintenance is usually scheduled Monday through Friday.

## **Emergency Work Order Submission:**

If an emergency occurs, the BOD requests that you immediately call First Service Residential corporate office at 866.378.1099. This number will forward you to the after-hours call center should the corporate office be closed.

Notify the PSBC Property Manager with the emergency via CONNECT.

**Note:** Emergencies are defined as events that cause immediate damage to property or immediate threat to personal safety (e.g. flooding, fire, or elevator not working). Erroneous emergency reporting of normal requests can impact costs and may increase homeowner dues.

TEMPORARILY, WORK ORDERS
CAN BE EMAILED TO:

psbc.workorders@gmail.com

## **INQUIRIES & MEETINGS**

The BOD holds monthly ZOOM meetings and many times meetings in between to address extraordinary needs of the community. The Budget meeting is typically held in November to review and approve the following year's budget and at the Annual Members meeting, and elections will be held by the document's directive before March of each year as determined by the Board.

Owner invitations are mailed sixty days prior to an election and between thirty-four to fourteen days for a second notice. Budget or special membership meetings are two weeks prior. Each Unit has one vote on all matters requiring Owner votes. The Annual Budget and expenses are available for view via your Town Square account under Community Information, Association Documents then Financials of the website.

#### CONFIDENTIALITY OF OWNER INFORMATION

Owners are encouraged to attend these meetings. Attending these meetings and the occasional Town Hall meetings are the best ways to learn about the Budget, recent and future happenings at PSBC, and to have your questions answered. There is an annual in-person meeting in the Spring, held off-site nearby, where owners vote to fill vacant Board positions, hear a synopsis of the prior year, and learn about upcoming plans/goals.

The Board and Palma Sola Bay Club are required under Florida law to maintain the confidentiality of Owner information. Owners may choose to make their contact information (name, address, and email) available to other Owners by electing to do so on Palma Sola Bay Club's and Town Square websites.

Owners may also create resident lists to be shared and exchanged with other Owners for social reasons outside of the process governed by Palma Sola Bay Club and the Board. The common is the PSBC Google Group identifying owners by building and address. The Board welcomes processes and activities that foster a sense of community at PSBC. However, Owners should understand that any, and all, resident listings and activities that occur outside of the processes and oversight of Palma Sola Bay Club Association's Board are between the Owner sponsoring such activities and those Owners that choose to join them.

## **MONTHLY CONDOMINIUM FEE**

PSBC Association Fees are due the 1st of each month. There are multiple processes for the Association Fee payment to avoid any late payment fees.

#### \*PAYMENT INFORMATION PROVIDED BY THE PROPERTY MANAGER\*

Bill Pay Number: XXXXXXXXXX Unit/Building Number: XXXXX

Serial Account Number: XXXXX Amount Due: \$0.00

## **PAYMENT WEBSITE: Truist.com/payments**

### A. <u>Automatic Payment with Truist Association Pay (ACH)</u>

- 1. Automatically deduct your payment from a bank account at a U.S. financial institution.
  - Payments are debited on the 3rd of the month.
  - If on a weekend/holiday, debit is the next business day.
- 2. Enroll through the 25th of the month to be effective for the next debit month.
  - Cancel and change requests must be submitted to Truist in writing and received by the 27th of the month to be effective for the next available debit date. Obtain cancel or change form at <u>Truist.com/payments</u>.
  - Send cancel or change requests to Truist Association Services by mail to P.O. Box 2914 Largo, Florida, 33779, fax to 727-548-0277 or secure email to: asdautopay@truist.com. Include your name, association name, unit number and phone number.

# B. Pay by Debit or Credit Card (Visa®, MasterCard®, American Express® or Discover®)

- Payments are processed the next business day with an added fee.
- Debit cards issued by a U.S. financial institution will incur a flat \$4.95 fee. The fee incurred on debit cards issued by a non-U.S. financial institution varies.
- Credit cards will incur a convenience fee of 2.95% of the payment transaction amount.
- The exact fee will be displayed before a payment is submitted online.

## C. Pay by eCheck

- Make a one-time electronic funds transfer by ACH debit from a checking or savings account at any U.S. financial institution.
- Payments may take up to four business days to process.
- There is no fee charged for payments made online by eCheck.
- Online Payment Instructions
  - Step 1: Go to Truist.com/payments and select Pay Now/Enroll link.
  - Step 2: Enter your unique information listed at the top of this notice.
  - Step 3: Select a payment method that will display after you enter your unit information.
  - Step 4: Enter payment information. A receipt may be provided via your email address.
  - Step 5: Read and agree to the terms and conditions.
  - Step 6: Submit your request and retain your receipt for your records.

### **CLUBHOUSE & FITNESS CENTER**

The Clubhouse and Fitness Center are meant to be a gathering space for all unit occupants' enjoyment. As such, all who use the facility should leave it cleaner than it was found. No Pets allowed in Clubhouse and Fitness Center.

#### **HOURS**

The Clubhouse and Fitness Center are available 24/7.

#### **ACCESS**

The exterior entrance doors are always to be closed. Access is via a coded lock.

#### WIFI CONNECTION

The Clubhouse and Fitness Center provides Internet access for your device:

- Network (SSID): Clubhouse
- Password: psbc341077

The Pool Deck provides Internet access for your device:

- Network (SSID): Bradenton1
- Password: bradcove123

Passwords are case-sensitive. There are table placards and the password taped to the inside upper left kitchen cabinet door on either floor in the Clubhouse.

The Property Management office has a separate network (SSID) called "Office". This is a private network for the PSBC business office use only.

#### **CLUBHOUSE RESERVATIONS**

Please contact the Property Manager if you would like to reserve the clubhouse for a special event. The second floor is available for a nominal fee. The first floor (including the fitness room and the exterior deck) are not available for private parties.

#### **FITNESS CENTER USAGE**

The gym and its equipment are available for you and your guests. All Unit Occupants must complete the <u>Fitness Center Waiver</u>, attached as Page 30 in this handbook, to use the Fitness Center. This waiver is to be sent to the Property Manager prior to use of the center.

You are responsible to educate your guests on gym use and etiquette.

#### **CLUBHOUSE CLEANING**

- Be courteous to other owners by cleaning after your own personal use.
- General janitorial day for the clubhouse is Thursday.
- All equipment must be returned to its respective stored position after use.

## POOL, POOL DECK, GRILL/BAR AREA & FIRE PIT

The Pool, Pool Deck, Grill/Bar Area & Fire Pit are meant to be a gathering space for all unit occupants' enjoyment. As such, all who use the facility should leave it cleaner than it was found. No Pets allowed in this area.

#### **HOURS**

- The pool is open dawn to dusk.
- The pool deck and fire pit are open dawn to 10:00 PM.

#### **USAGE AND MAINTENANCE**

- Shower before entering the pool.
- The Rest Rooms are key locked. Keys should be provided (along with the Unit and Gate Keys) at the Unit's closing.
- No food or beverages are allowed in the pool.
- No pets are allowed in the pool.
- Be courteous when using flotation devices in the pool.
- Pool maintenance days are Monday, Wednesday, and Friday. If the pool requires immediate maintenance (off color water/smell, foreign material in the water, etc.), refrain from swimming and call Property Management regardless of the day of the week.
- The pool (including the deck, grill/bar and fire pit area) is not available for private parties.

#### **POOL DECK**

- No glass of any kind is permitted in the pool area. Any liquid refreshments consumed near the pool area must be in non-breakable containers.
- Deck lounges, table and chairs, umbrellas and seating must be put back to their original position after use.
- Towels should be used to cover the furniture fabric during use when sunbathing.
- Be courteous when playing music. The use of use earphones, when others are present, is encouraged and if external speakers are used, maintain a very low volume.
- No pets are allowed on the deck area except (or Clubhouse) for certified service dogs.
- Be courteous to other Unit Occupants by cleaning area after get-togethers.
- The pool deck (including the pool, grill/bar and fire pit area) is not available for private parties.

## POOL, POOL DECK, GRILL/BAR AREA & FIRE PIT (continued)

#### **GRILL AND BAR AREA**

- The grill and bar area are not available for private parties.
- TV remotes are in the wet bar cabinet drawers. Please turn off the TV after use and return remotes to the drawers.
- The BBQ grill tank must be manually turned on prior to lighting when using the grill.
- The tank must be manually turned off and the grill returned to its original spot after use.
- Extra tanks are in the wet bar cabinet.
- No pets are allowed in the grill and bar area except for certified service dogs.
- Be courteous to other Unit Occupants by cleaning area after you use the area.
- The grill/bar area (including the pool, deck and fire pit area) is not available for private parties.

#### **FIRE PIT**

- There is a timer mounted on the west facing exterior wall of the men's room by the pool. The timer can be set for a maximum of 30 minutes at which time the fire pit must be restarted. Should the lighting mechanism not work, do not attempt to light the fire pit manually. Immediately notify Property Management so the situation is remedied expeditiously.
- No pets are allowed in the fire pit area except for certified service dogs.
- Be courteous to other Owners by cleaning area after you use the area

## **BOCCE COURT, PUTTING GREEN, GRILLING PAVILIONS**

The Grill Pavilions & Sport areas are meant to be a gathering space for all Unit Occupants' enjoyment. These areas are established across the PSBC property. As such, all who use these areas should leave it cleaner than it was found.

## BOCCE COURT & PUTTING GREEN HOURS

- Putting Green are 8:00 AM to 10:00 PM.
- Bocce Court are 8:00 AM to 10:00 PM.

#### **GRILLING PAVILIONS**

- The grill propane gas tank, located in the back of the concrete grill cabinet, must be manually turned on prior to lighting and manually turned off after use. Extra tanks are in the grill cabinets at the pool area.
- Pets are allowed but please keep them off the chairs and picnic table.
- Be courteous to other owners by cleaning area, including the grill, after use.
- Lights are available for after dark use. Turn off the lights when done.

#### BAY OBSERVATION DECK AND KAYAK LAUNCH

The Observation Deck, which contains the Kayak Launch, is located on Palma Sola Boulevard. It is for you and your guest's exclusive use.

#### **HOURS**

The hours are dawn to dusk.

#### **DECK ACCESS**

- Access to the deck is through the locked gate on Palma Sola Boulevard. Be sure to lock the gate behind you.
- Be courteous of other Owners and respectful of the environment by removing your trash and belongings after use.

### **DOG PARK**

The Dog Park is a fenced and gated area on the East side of 79th Street for the use of our owners with dogs.

#### **HOURS**

- The hours are dawn to dusk.
- Dogs must always be accompanied by their owner and can be unleashed while in the park. Aggressive dogs must be contained as not to injure or intimate other dogs in the park.
- Each owner is responsible to clean up their pet's feces and waste. A trash container is provided along with plastic bags.
- A water fountain is installed inside the park.
- Contact the Property Manager of any rule's violations.

#### **OWNER RESPONSIBILITY**

You are responsible for all maintenance inside your unit. This includes unplugging clogged toilets, replacing smoke and fire alarm batteries, replacing light bulbs (including the front entrance and terrace light), etc. Please do not contact Property Management for these types of issues.

For a quick reference of overall responsibilities, please review <u>Exhibit 5</u>, the <u>Quick View Responsibility Matrix</u>.

#### **OWNER LIABILITY**

Owners are liable for the expenses of any maintenance, repair or replacement of any Common Elements, Association Property or other personal property for failure to comply with the Condominium Documents.

### **OWNER INSURANCE: Wind, Fire, Flood and Liability**

The COA maintains property insurance on all common areas and related amenities excluding Unit interiors. It is your responsibility to maintain insurance on the interior of your unit (aka "drywall in"), including the interior's contents. (The COA keeps casualty and flood insurance on all buildings, including the clubhouse, in addition to general liability insurance as addressed in the BUILDING INFORMATION – GENERAL section on Page 22.)

#### COMBUSTIBLE SUBSTANCE STORAGE

No flammable, combustible, or explosive fluid, chemical or other substance shall be kept in your Unit, Terrace or Storage Area, except those necessary and suited for normal household use.

#### PROPERTY TAXES AND ASSESSMENT

Owner property tax bills for the calendar year are sent out in November and are due by March 31st of the following year. Manatee County offers discounts for early payment.

Note: If you purchased a new condominium, depending on the timing of the completion of the building, the first partial year's tax bill may be billed to the Developer. If you did not receive a tax bill for the first year, please contact the Developer for status of the tax bill. Remember, it is your responsibility to register your unit with the Manatee County Tax Collector.

#### **CONSTRUCTION WORK IN UNITS**

Owners have the right to decide on the furnishings and decorations, and wall covering within your unit. However, no structural interior work may be undertaken without you making a written request to and receiving approval from the Board of Directors. Structure work includes adding/removing walls, replacing cabinetry, tile or hardwood floors. Replacement of carpet is not allowed without approval from the Board of Directors.

## **OWNER RESPONSIBILITY** (continued)

In all cases, as a courtesy, please notify your neighbors that construction work will be taking place in your unit over an estimated period.

#### **ELECTRIC PANEL AND WATER SHUT OFF**

The Unit's electric panel is in the laundry room. The main water shut off valve is in HVAC closet next to the hot water heater, its usually **RED**. Other shut offs valves are located at the hot water heater, under each toilet and each sink. The shut offs for the the washing machine should always be kept in the off position when the machine is not in use. This protects your home from water damage if one of the hoses supplying the machine bursts. It is recommended that you periodically replace these hoses.

If your unit will be unoccupied for a week or longer (see ABSENCE OF OWNERS section, Page 15), turn the main water off and shut off the electricity to the water heater at the main electric panel. Doing both helps prevent potential costly repairs. Otherwise, in addition to the inconvenience to you the Association may incur an insurance claim and an increased future insurance premium, which could result in a condominium fee increase for all owners.

#### **HOT WATER HEATER**

Hot water heaters have a limited life span. Please refer to the owner's maintenance manual for standard maintenance instructions. Most owner manuals can be found on the manufacturer's web site. To ensure that your water heater is working properly, please check your hot water pressure relief valve monthly. Also, please consider installing an audible alarm or automatic shut off near the hot water heater in the event of a leak. Replacement of the hot water heater is your responsibility.

## **HVAC EQUIPMENT**

An annual maintenance agreement with a HVAC service provider is highly encouraged to maintain the mechanical integrity of your system. Knowing where the on/off switch is located is extremely important. It is usually near the furnace in each unit and is typically in a silver-colored box. You should inspect your furnace filter to prevent dust build-up, and it should be replaced every three months. Replacement filters can be purchased at home centers like Lowes and Home Depot or any retail store that sells hardware items. Basic filters should be used so as not to overtax your unit.

#### **EXTERIOR LIGHTING**

Owners are responsible to replace the light bulbs in the all the exterior light fixtures that are connected to the unit's electrical power. The COA is responsible for the repair and replacement of the light fixtures.

## **OWNER RESPONSIBILITY** (continued)

## **LIMITED COMMON AREAS - Front Entranceway and Terraces**

The COA is responsible for the maintenance of the floor, railings and stairs in the Limited Common Areas, mainly, the Unit's front entranceways and terraces.

#### **UNIT DAMAGE**

Per the Condominium Documents, you "have a duty to maintain your Unit and any Limited Common Element [i.e. Terrace] appurtenant to your unit in such a manner as to prevent damage to other Units, the Common Elements, Association property, or the property of others. If damage occurs, the Owner of the offending Unit is liable responsible for repairing the damaged property and for all costs of repair or replacement not paid by insurance."

If damage is discovered in an unoccupied Unit, Palma Sola Bay Club may enter the Unit without prior notice to the Owner and take reasonable action to mitigate damage or prevent its spread. The COA may, but is not obligated to, repair the damage with the prior consent of the Owner. Any expenses incurred by the COA shall be payable by the Owner. Accordingly, the COA has the right to levy Unit assessments to collect such debt.

#### **ABSENSE OF OWNERS**

If you plan to be absent from your unit for a short period (i.e. 2-4 weeks), turning off the water and electricity to the hot water heater is a prudent action and recommended. If you plan to be absent from your unit for an extended period (i.e. seasonal), you must engage a caretaker to watch your unit. It is not the responsibility of the Property Manager. The unit must be inspected at least once per month but every two or three weeks is preferable.

- Property Management is to be provided with your designated caretaker name.
- The caretaker must notify Palma Sola Bay Club prior to making any entry into the unit during your absence.
- The caretaker must notify Palma Sola Bay Club Property Management upon exiting the unit during your absence. At a minimum, the caretaker should undertake the following actions:
  - 1. Report or address any damage caused by storms or other events.
  - 2. Inspect for leaks or other water intrusion.
  - 3. Verify the settings and HVAC to control temperature and humidity.
  - 4. Advise Property Management immediately of interior Unit interior damage that creates a structural, mechanical or electrical affecting the
  - 5. Unit that, in turn, may affect the building and/or other Units.

## **OWNER RESPONSIBILITY** (continued)

## **ABSENSE OF OWNERS** (continued)

- In addition, the Unit must be prepared prior to an extended departure in the following manner:
  - 1. Remove all furniture, plants and other objects from the outside of your Unit and place them inside your unit.
  - 2. Turn off the hot water heater at the electric panel.
  - 3. Turn off the water to the unit (usually found in the HVAC closet) and open the faucets to allow captured water to drain.
  - 4. Leave the washer/dryer doors slightly ajar to arrest mildew.
  - 5. Replace the HVAC filter.
  - 6. HVAC settings should be temperature ≤ 80°F and humidity ≤ 60%. HV/AC condensate drain line must be maintained to keep condensate water flowing freely into the condensate drain. Clogged drain lines can cause emergency shut down of the HV/AC and/or potential water damage to Units. These drains are not to be used for general waste water.
  - 7. Close window blinds to minimize the sun infiltration.
  - 8. The main circuit breaker to the Unit should not be turned off, nor should any dehumidifier be turned off.

#### **ASSOCIATION ACCESS TO UNITS**

- The Association has an irrevocable right to access Units for several purposes as given in Section 11.8 of the Declaration. Exercise of this right will be conducted with respect for Occupant rights to privacy and freedom from unreasonable annoyance.
- If entry into a unit is secured with a security device, it is the Unit Owner's responsibility to provide a pass-key or code to the Property Manager to permit access when the unit is unoccupied. The locks to a Unit are not to be changed or altered without providing the Association with a complete set of replacement keys.
- If the Association is not provided access to a Unit when the Unit is unoccupied, the Owner shall pay all costs incurred by the Association in entering the Unit when entry is required, as well as damage to the unit caused by entry, and all damage resulting from delay in gaining entry.

#### **PETS**

Keeping of pets within the Association is a privilege and not a right.

- Household pets are defined as dogs and domestic cats.
- All pet owners must register their pet(s) with the Property MA manager prior to occupancy of their unit.

## **OWNER RESPONSIBILITY** (continued)

### PETS (continued)

- All pet owners must pick up their pet's waste and dispose of it in provided.
   waste containers. Stations that dispense plastic bags for dog waste collection are located across the PSBC property.
- Only two household pets weighing no more than one hundred (100) pounds each may be kept in a Unit.
- No pets are allowed on the Pool Deck, Grill area or in the Clubhouse except for certified service dogs.
- In addition to household pets Occupants may keep tropical fish or caged household-type birds in reasonable numbers to the extent they do not become an annoyance to other Occupants.
- No domestic birds of a variety that will emit sounds that could be heard in contiguous Units may be kept in a Unit.
- In no event shall there be at any time any reptile, rodent, poultry, amphibians, or swine permitted on Association Property.
- All pets are to be leashed or be carried when outside a Unit the only exception being when in the dog park.
- Occupants or other persons accompanying pets shall promptly pick up and properly dispose of any excrement left by a pet.
- The Board may order that any pet which is an unreasonable source of annoyance or a nuisance (see Declaration Section 12.3) to the UNIT OCCUPANTS, whether because of barking, aggressive behavior or otherwise, be removed from the UNIT.
- Pets that would otherwise be permissible, but which are kept, bred, or maintained for any commercial purpose are prohibited.
- Feeding of birds, raccoons, or other wild animals, or maintaining a bird feeder station on Common Elements or Limited Common Elements, is prohibited.

### **VEHICLES AND PARKING**

Vehicles are divided into 4 categories: passenger, commercial, recreational, and ancillary. The Board may review the classification of vehicles time to time.

- Commercial Vehicles, Recreational Vehicles, or any Passenger Vehicle not in operating condition or validly licensed, and Ancillary Vehicles may not be parked, kept, or stored on Association Property.
- Unit Occupants, collectively, may park no more than two (2) Vehicles on Association property at any time and are to be parked in the Limited Common Element parking (the first-floor garage area) assigned to that unit.

## **OWNER RESPONSIBILITY** (continued)

## **VEHICLES AND PARKING** (continued)

- No Vehicle may be parked or stored anywhere on the Association Property except in a paved and designated parking space.
- Any Vehicle parked in violation of the parking restrictions is subject to towing, with the owner of the Vehicle responsible for all costs of towing.
- No repairs or maintenance of vehicles is allowed, except emergency repairs.
- Oil or fluid leaks onto a parking space or other area are the responsibility of the owner of the Vehicle. Any damage such leaks will be repaired at the expense of the Owner of the Unit from which the offending Vehicle originated.
- Unit Occupants may wash their vehicles only in parking area(s) designated the Board. This right does not extend to commercial mobile vehicle detailing or other vehicle washing services.
- Electric vehicle charging is permitted on Association property in accordance with Florida Statute 718.113 (8). Requirements for provision of electric vehicle charging on Association property are given in the PSBC Policy on EV Charging.

### **OUTSIDE GUEST PARKING**

The parking spaces along the perimeter of the buildings and the paved areas by the clubhouse are available for guests only on a first come, first serve basis. No overnight parking is allowed on the streets.

### DRYER VENTS AND HVAC CONDENSATE DRAINS

Dryer vents and HVAC condensate drains maintenance require periodic cleaning.

- Condensate drains require a quarter cup of vinegar at least monthly to retard mildew growth in the line.
- Dryer vents are to be cleaned at least annually to remove excess lint.

#### WATER FILTRATION SYSTEMS

Water filtration systems are not to use condensate drains for recharge water discharge. The condensate drains are not vented waste lines and do not discharge into the sanitary waste lines.

# SURFACE WATER MANAGEMENT SYSTEM AND CONSERVATION LANDS

Neither the Association nor any Owner within the Condominium may undertake or perform any activity in the Wetland buffer area(s), or upland conservation area(s) without prior approval from the Southwest Florida Water Management District.

## **OWNER RESPONSIBILITY** (continued)

# SURFACE WATER MANAGEMENT SYSTEM AND CONSERVATION LANDS (continued)

- Prohibited actions include cutting, trimming, or spraying with herbicide of vegetation within the identified areas, or removal of established native vegetation from wet detention ponds.
- No planting is permitted without approval.
- Other restrictions are given in Article 23 of the Declaration.

### **EMERGENCY READINES - HURRICANES**

The community sits within a flood plain zone. Therefore, please evacuate if evacuation becomes mandatory. PSBC is located within **ZONE A**.

- Remove belongings from your terrace when strong storms, including tropical storms and hurricanes, are forecast to occur.
- Unit Occupants should also obtain sufficient water, food, flashlights, batteries, candles, matches, a battery-powered radio and a first-aid kit.

### **OWNER RESTRICTIONS**

## **LIMITED COMMON AREAS - Front Entranceway and Terraces**

- Are to be kept free and clear of refuse, debris and other unsightly material and cleaned without the dirt being swept or washed onto other Owner entrances or terraces.
- Are not to be used for articles to be shaken, cleaned and/or dried.
- Are not to display, paint/affix signs, advertisements, notices or other similar material including windows and doors upon any part of the unit.
- No smoking of any substance nor vaping is allowed in the entranceways or on the terraces.
- Nothing is to be attached to or hung from any white rail. It damages it and the
  expense of repair is borne by the Association.

## FRONT ENTRYWAY DECORATIONS AND FURNISHINGS Allowed

- Tasteful door decorations and doormats.
- Small flowerpots/plants maintained in good condition (alive and thriving). Live plants must be either in leak proof containers or sitting in waterproof saucers.
- Unobtrusive Regulated Device (antenna or satellite dish), which is not attached to any Common Element (the Unit's wall), and meets other requirements of Section 12.9 of the Declaration.

### **Not Allowed**

 Carriages, bicycles, wagons, shopping carts, chairs, benches, tables, or any personal object or property of a similar nature.

## **OWNER RESTRICTIONS** (continued)

## TERRACE DECORATIONS AND FURNISHINGS Allowed

- Ceiling fans, either white or off-white. Other colors are not acceptable.
- Small flowerpots/plants. Live plants must be either in leak-proof containers or sitting in waterproof saucers.
- Outdoor chairs, settees, bistro table/chairs, loosely woven, plastic/synthetic quick drying area rug and other furnishings of an appropriate nature.

### **Not Allowed**

- Carriages bicycles, wagons, shopping carts, or any other object of a similar type.
- Drying of towels or other articles from the railings or stand-alone drying racks.
- Cooking grills of any kind, charcoal, gas and/or electric.
- Owners may decorate their exterior doors terraces and with tasteful seasonal and holiday decorations, subject to the following rules.

### **SEASONAL DECORATIONS**

Owners may decorate their exterior doors terraces and with tasteful seasonal and holiday decorations, subject to the following rules.

- Christmas and Hanukkah decorations may be displayed up to 40 days prior and 20 days after the respective holiday.
- Other holiday decorations may also be displayed, but only up to one week before and one week after the holiday.
- Decorations may not be placed in the landscaped areas around the buildings.
- As always, be considerate of your neighbors with the use of decorations.

#### **SMOKING**

Smoking of any substance, nor vaping, is not allowed in the Limited Common Areas and within 50 feet of the Common areas and such as/but not limited to: Clubhouse, Pool/Deck or Fire Pit Area, Game Areas, Grilling Pavillions, Garage, Storage Cages, Elevators, and Entranceways.

## **EXCESS NOISE AND BEHAVIORS**

There is to be no offensive behaviors that will interfere with the rights, comforts, or convenience of other UNIT OCCUPANTS.

- Quiet time is from 11:00 p.m. until 8:00 a.m.
- No electronic equipment (TV, Sound Systems, etc.) shall be permitted in any Unit if it interferes with radio, television, or other telecommunication reception of another Unit.
- No exterior radio, television, or other radio or telecommunication antenna installation, or sending or receiving device, or other wiring, is permitted, except as provided in Section 12.9 of the Declaration.

## **OWNER RESTRICTIONS** (continued)

## **EXCESS NOISE AND BEHAVIORS** (continued)

- Parents/Guardians are responsible for the conduct of all minors or dependents residing in the condominium or visiting as guests.
- Playing music by any Unit Occupant is not permitted in any of the hallways, stairways, balconies, elevators, lobbies, or other areas where it could be disturbing to Occupants, and loud noises will not be tolerated.
- Skateboarding, rollerblading, or roller skating and general horseplay on the walkways, driveways, or in hallways or in parking areas is prohibited.

## **RENTING/LEASING**

If you are intending to lease your unit, you must provide First Service ResidentialGroup at least 14 days written notice along with copy of the lease. The prospective renter/tenant must also complete the PSBC rental/lease application and undergo a background check. The minimum lease term is 30 days. All renter/tenants must abide by the same rules and regulations as the Owner. Owners are responsible for the conduct of the renter/leasing tenant.

Most important for a Renter/Tenant to understand is Palma Sola Bay Club is not a resort. All Renters/Tenants must respect the community as a neighborhood and abide by the rules as those who call Palma Sola Bay Club their home.

Three documents, <u>APPLICATION FOR LEASE</u>, <u>ACKNOWLEDGEMENT OF TENANT</u> and <u>ACKNOWLEDGEMENT OF RESIDENT</u>, attached as Pages 32-34 in this handbook, is to be sent to the PSBC Property Manager, acting as the COA agent.

### **OWNER VIOLATION AND FINES**

The PSBC Violations policy assures the safety, cleanliness and basic order is maintained within the PSBC Association. The policy describes how violations are identified, the consequences of a violation, and the due process imposing a violation.

All Unit Owners, tenants, and guests are expected to comply with the PSBC Declaration, Bylaws, and the PSBC Rules and Regulations (R&R). The Unit Owner is ultimately responsible for the actions of their tenants and guests.

Penalties may be both monetary and the suspension of the right to use common facilities.

## **OWNER RESTRICTIONS** (continued)

## PROPERTY ACCESS NEW OWNER

Keys for the front door, mailbox, clubhouse, storage/walking gates and a front gate FOB for vehicle access are provided at the Unit closing.

#### **PROPERTY MANAGER**

Acting as the COA agent, the <u>KEY FOB & GUEST ACCESS INFORMATION FORM</u>, found on Page 31, is to be provided to the Property Manager. *The Property Manager also requires a passkey/duplicate key or an access code, for both original and new locks, allowing entry to the Unit as necessary.* 

#### FRONT VEHICLE GATE

This is the only vehicle access to PSBC. It is contiguous to 75th Street West.

- 1. <u>Gate Hours</u>: Monday Friday from 6:30 AM to 5:00 PM, Saturday from 7:00 AM to 5:00 PM and Sunday 10:00 AM to 5:00 PM.
- 2. <u>Key Fobs</u>: Two gate key fobs should have been provided at your unit closing. The fob is a small, programed hardware device that provides access through the front gate.
- 3. Replacement Fob: Contact the property manager if a fob is lost or stolen and needs to be replaced. The replacement fob is your expense.
- 4. <u>Call Box</u>: To have your name and number added to the front gate call box, fill out the requested information on the <u>KEY FOB & GUEST ACCESS</u> <u>INFORMATION FORM</u> on Page 31 and email it to the Property Manager.
- 5. After Hours Guest Use: Guests will use call box located on the circular drive near the front gate. Guests will search for the owner's name, scrolling alphabetically, then press the "call" button when the name is found. The phone number programmed for the unit owner will be called and a simple press on the number '9' on your phone, after you answer the call, will open the gate. The get will close normally.
- 6. <u>HomeLink® Connection</u>: The front gate is not compatible with the HomeLink® connections found in most of today's motor vehicles.

## **REAR VEHICLE GATE (For Emergency vehicles only)**

This is an emergency access only to Palma Sola Bay Boulevard. There is no access through this gate to the Palma Sola Bay Club property for Unit occupants.

#### **WALKING GATES**

A key is provided to you at your unit closing. It can be used for access to and from the property at both the front and rear gates (and is the same key that provides access to the unit owner storage in the parking garage).

#### **BUILDING ADDRESS**

Each building has a street address plus a unique building number which is an easy to remember reference point for Owners. **Street addresses are always given when calling for outside emergency help.** 

#### **BUILDING CAPTAIN**

A unit owner, selected by fellow unit owners of the building, to be the liaison for Building and Common Area issues with the Board. Responsibilities include, when needed, assisting property management with building related requests, the dissemination of Board related information to owners and addressing rule infringement with the Board. Building Captains are identified on the Palma Sola Bay Club website.

## **INSURANCE:** Wind, Fire, Flood and Liability

It's important for the Owner to know the details and specifics of the insurance requirements in Article 15 of the "Declaration of Condominium". That they are well understood and result in adequate coverage for your deductible liability, if any. This is best worked with Palma Sola Bay Club Property Manager to determine coverage needs and with your insurance agent to obtain adequate coverage. Contact the Palma Sola Bay Club Property Manager to get proof of insurance for Flood and Casualty Insurance.

#### **FIRE ALARMS**

The fire alarm system is monitored 24/7, and the local fire department will be notified immediately in the case of an emergency. All alarms in a building will sound if one alarm is set off. Alarms are independent to each building and are tested annually. Please evacuate the building by the stairs in the case of an alarm.

The interior ceiling alarm unit will "chirp" when its battery is running low. It's good to have replacement batteries the type of battery needed if the chirping starts in the middle of the night.

#### FIRE SPRINKLERS

Fire sprinklers will only go off in the Unit where fire is detected. The fire alarm for the building is automatically activated and the fire department is notified when sprinklers are activated.

#### **ELEVATORS**

Each elevator is equipped with an emergency phone line that is monitored by a central station. Please refrain from using the elevator during a fire emergency or a general power outage. The interior and exterior stairwells should be used to evacuate the building.

#### STORAGE CAGE

The main storage unit key is provided to you when you close on the purchase of your Unit. It is the same key used to open the walking gates. Within the storage area, each unit has an assigned storage cage that is also lockable with a separate lock.

- 1. Storage containers are to be plastic or similar material bins.
- 2. No cardboard boxes are to be stored in the storage cage as they quickly degrade and provide homes for local pests.
- 3. No combustible substance is to be kept in the storage cage.

## TRASH & RECYCLING CONTAINERS

Household Trash/Garbage and Recycling containers are in the garage storage area. Recycling is 'zero sort', meaning recyclable items are separated from trash/garbage and not separated by item. Zero sort recycle

The larger container, with two lids, is for Trash and the smaller single container(s) are for Recycling.

- 1. All cardboard goes into the recycle container. Please break down boxes before placing them into the container.
- 2. All plastic bags go into the Trash, even those that contained recycled items.

### **PICKUP**

The property management staff sets out the bins Wednesday for pick up Thursday.

#### OTHER TRASH ITEMS

- Furniture and Mattresses/Box Springs may not be put in or around dumpster. Contact the Property Manager to discuss proper disposal procedures
- Hazardous Waste and Electronic Scrap-cannot be disposed in Household Trash/Garbage and Recycling containers. Refer to Manatee County's website for more information:
  - https://www.mymanatee.org/departments/utilities/residential\_garb age\_collection/electronic\_scrap\_\_\_household\_hazardous\_waste
- 3. OTC and prescription drugs may be dropped off anonymously at the Manatee County Sheriff's office. You can also check with your pharmacy for additional local collection sites.
- 4. Electronic scrap may be dropped off periodically at nearby 66th Street West location. Visit <a href="https://www.mymanatee.org">https://www.mymanatee.org</a> and Search on "escrap" for collection schedule.

#### **BUILDING APPEARENCE**

The buildings within the community are designed to feature a unique blend of Key West and Florida coastal-inspired architecture. Accordingly, visual consistency must be maintained across all buildings.

- 1. Owners may not install screen doors, paint any exterior surface, or apply any type of film or covering to the inside or outside of window or door glass.
- 2. Exterior ceiling fan installation is allowed on the terrace and should be white or off- white in color.
- 3. No enclosure of a terrace is permitted.
- 4. Nothing may be attached or affixed to the exterior walls of the building.
- 5. All interior window treatments that are visible from outside must be white or off-white in color.
- 6. No sign or notice shall be displayed upon any part of the Units or from the windows visible from any unit.
- 7. No exterior electronic or telecommunication device is permitted.
- 8. A United States flag may be displayed on Armed Forces Day, Memorial Day, Flag Day, Independence Day, Patriot Day, and Veterans Day. Also, flags that represent the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard (2023 Florida Statutes, 718.113(4)). A flag is to be displayed in a respectful way portable, removable official flags, not larger than 41/2 feet by 6 feet. The envelope of the common or limited common elements cannot be penetrated nor railings modified or damaged when displaying flags.
- 9. All additions, changes or alterations must be presented in writing to the Board for approval, accompanied by written plans when requested or drawings and specifications.

### **BUILDING MAINTENANCE SCHEDULE**

The COA is responsible for maintaining the Common Areas: the building garage and interior hallways, building exteriors, the clubhouse/pool, and the grounds. Here is the schedule of the major maintenance items. As always, these are subject change.

INTERIOR SERVICE	FREQUENCY

Common Area – Floors, Lobby, Garages, Weekly. Elevator & Doors (interior and exterior) Weekly. Stairs and Railings, Walls Weekly.

Common and garage wasps/mud daubers Monitored weekly.

Pest control Monthly.

Building Interiors Annually, and as needed.

EXTERIOR SERVVICE FREQUENCY

Painting Every eight years or as needed.

Roof pressure washing As needed.

Window washing Owner responsibility.

### LANDSCAPE MAINTENANCE SCHEDULE

The Landscape Committee, at the direction of the Board, is responsible for maintaining the grounds of the community. Here is the schedule of the major maintenance items. As always, these are subject change.

SERVICE	FREQUENCY
---------	-----------

Lawn Mowing and Edging <u>Growing Season</u>: Weekly, on

Fridays.

<u>Dormant Season</u>: Monthly or

as needed.

Lawn Fertilization Applications Quarterly.

Mangrove Trimming Annually.

Mulch Application Fall.

Palm/Steet Tree Trimming Late Spring.

Pesticide Application As necessary for grass

and shrubs on inspection.

Pruning Seasonal, timing

depends upon plant.

Preserve Maintenance Cutback is Semi Annual;

Invasive control is Quarterly.

Shrub/ Hedge Trimming Bi-Monthly.

Weeding Monthly, or as need

## **EXHIBITS**

### **EXHIBIT 1 – CONDOMINIUM DOCUMENTS DEFINITIONS**

These definitions are found in the condominium documents and relate and used, at times, to the matters described in this handbook. This is not an all-exclusive list. A complete list can be found in the Condominium Documents.

<u>Association</u> means Palma Sola Bay Club Condominium Association, Inc., as created by the Condominium Documents for the condominium owners. Also known as the COA.

<u>Common Elements</u> means all portions of the Condominium Properly that have been contributed to the COA and exist for the benefit COA and the Owners.

<u>Common Expenses</u> means all expenses and assessments properly incurred by the COA.

<u>Condominium Property</u> means the land subjected to condominium ownership, including all improvements. Also called Association Property.

<u>Limited Common Elements</u> are Common Elements reserved for the use of a certain Unit or Units to the exclusion of other Units.

<u>Terrace</u> means a Limited Common Element terrace attached to and serving that adjacent Unit. In effect, the exterior decks of the Units.

<u>Unit</u> means a part of the Condominium Property that is subject to exclusive ownership and typically refers to the volume of residential living space enclosed by the boundaries of the Unit.

## **EXHIBITS**

## **EXHIBIT 2 – QUICK VIEW RESPONSIBILITY MATRIX**

Note: The developer has responsibility if within the first-year warranty period.

Item	Owner	COA
INTERIOR		
Appliances	Χ	-
Dryer vents	X	-
Fire sprinkler system	-	Х
HVAC equipment	X	-
Pest Control	1	X
Plumbing	X	-
Smoke detectors	X	-
Interior alterations to unit (BOD approval required)	X	-

INSURANCE		
Unit owner policy	X	-
Flood and Casualty Insurance policy	-	X
Report interior improvements	X	-

BUILDING		
Exterior doors & frames	X	-
Exterior door hardware	Х	-
Exterior lighting fixtures (light bulbs only)	Х	-
Exterior lighting fixtures (except light bulbs)	-	X
Landscaping, shrubs & grass (original install)	-	X
Pest Control	-	X
Meters (electric & gas)	-	X
Painting (exterior windows, doors and walls)	-	X
Entranceways & Terraces	-	X
Stucco, trim & roof	-	X
Walkways, stairs and stairwells	-	X
Elevators	-	X
Window and frames	X	X

# FORM - PALMA SOLA BAY CLUB OWNER CONTACT REGISTRATION AND AUTHORIZATION

# Palma Sola Bay Club Owner Contact Registration and Authorization Form

Street Address & Unit Num	nber		
Print Name (1)			
Email Address (1)			
Cell Number (1)	(Circle One) Yes (Circle One) Yes	s / No	
Email Address (2)			
<ul><li>– Primary Phone?</li><li>– Emergency Contact?</li></ul>	(Circle One) Yes		
Other Phone Numbers	_	Drimary Phone (Circle On	ual Vas / Na
		Primary Phone <i>(Circle On</i> Primary Phone <i>(Circle On</i>	
statutory notices. Most business authorize documents via email,	s, including meeting you will not be recei	onducts nearly all business via en notices, will only be sent via ema ving this information from your A	ail. If you do not Association
By signing below, you are giv to: (Please circle Yes or No to		the Association and its manag	ing agent
1. Receive Association docu	ments via email v	ersus regular mail. (Yes) or (No	))
2. Publish your cell phone n	umber in a neighb	orhood directory. (Yes) or (No	)
3. Publish your primary email	ail in a neighborho	od directory. (Yes) or (No)	
4. Publish your primary cell	phone in an Asso	ciation web site. (Yes) or (No)	
5. Publish your primary ema	ail in an Associatio	n web site. (Yes) or (No)	
	ADDRESSES ARE	ING CONDOMINIUMS, AS OF NO LONGER PART OF THE A	
Signatur	e		Date

## **FORM - FITNESS CENTER WAIVER**

#### PALMA SOLA BAY CLUB FITNESS CENTER WAIVER

To participate in an exercise program and use the Palma Sola Bay Club Condominium Fitness Center, I, the undersigned, do so knowingly and voluntarily accept the inherent risks of bodily injury that could result from physical exercise and use of the fitness equipment. I further understand that Palma Sola Bay Club Condominium and Palma Sola Bay Club recommends and strongly encourages that I consult with my personal physician prior to starting an exercise program and obtain his/her approval.

Accordingly, the undersigned, a resident of Palma Sola Bay Club Condominium, agrees to assume any and all such risks, and hereby indemnifies and hold harmless, waives, releases and discharges Palma Sola Bay Club Condominium, Palma Sola Bay Club Members and Palma Sola Bay Club, any of their affiliated companies, trustees, officers, employees, agents, representatives, including each party's respective insurance carrier(s), from all causes of action(s) and claims for damages of any nature whatsoever which I or my heirs, successors, assigns or representatives may have against any of them arising from my participation in an exercise program and use of the Fitness Center within the Palma Sola Bay Club Clubhouse.

Print Name (Owner/Guest or Tenant)	
Signature	
Address & Unit	
Date	

Please email the completed PDF form to: <a href="mailto:psbc.admin@palmasolabayclub.org">psbc.admin@palmasolabayclub.org</a>

## **FORM - KEY FOB & GUEST ACCESS INFORMATION**



## PALMA SOLA BAY CLUB GATE FOB KEY DIRECTORY AND GUEST ACCESS INFORMATION AND ENTRANCE FORM

psbc.admin@palmasolabayclub.org Please fill out the fob five-digit key

numbers below that were presented to

you at the time of closing. Return this information below via email to *[FSR Name - TBD]*,

Name of Owner (Print)		
Address & Unit		

## Fob Key Number

#### FRONT VEHICLE GATE FOB KEY ACCESS

This gate provides the main access for Owners and guests. It is contiguous to 75th Street West.

**KEY FOBS:** Two gate key fobs are provided to Owners at the closing of Units. A fob is a small, programmable hardware device that provides access to the front gate. Please contact Palma Sola Beach Club should your fob become lost, stolen or inoperable.

To enable the gate access entry directory for your guests, the information below must be clearly filled out and returned via email to <a href="mailto:psbc.admin@palmasolabayclub.org">psbc.admin@palmasolabayclub.org</a>.

#### Address & Unit

**GATE CALL BOX**: Guests will search for the Owner's name by scrolling alphabetically and then pressing the "call" button. The phone number programmed for the homeowner will be called and a **simple press on the number '9' on your phone will open the gate.** 

**REAR VEHICLE GATE:** This gate is an **emergency vehicle access only** point onto Palma Sola Bay Boulevard. There is **no Owner access** to PSBC from Palma Sola Bay Boulevard through this gate

## **FORM - APPLICATION FOR TENANT LEASE**

#### **Palma Sola Bay Club**

## Application for Tenant Lease Please submit at least 14 days prior to start of lease.

Owner's Full Na	ame						
		First		Last			
Tenant's Full N	ame						
		First		I	ast		
Address of PSB	C property being	leased:					
No.	Street		Unit No.				
Owner's Teleph	ione ()						
Tenant's Perma	nent AddressN		Apt. No.	City		State	Zip Code
Tenant's Home	Telephone (	)	Cell Num	ıber <u>(</u>	)		
Tenant's Email	Address						
	e's Full Name						
_		First				Las	t
Age of Tenant a	nd Tenant's Spoi	ise:					
Please identify	members of Tena	ant and/or Tenan	t's spouse who resi	de with T	enant		
		NAME	DATE (	OF BIRTH			
Has the tenant	or any member o	f the tenant's fam	ily who will reside	in the un	t been co	onvicted of	any felony?
Has the tenant	provided a crimi	nal background cl	neck: Yes or No				
If Yes, provide a	a copy, if No* who	en will it be comp	leted?				
*Owner will be	responsible to pa	ay for criminal ba	ckground check pri	ior to boa	rd appro	val of the le	ease.
VEHICLES:							
Auto	#1: Make	Model	Color	Yr	_ Lic#	St	_
Auto	#2: Make	Model	Color	Yr	_ Lic#	St	_
		(If vehicle un	known or rental, j	please in	dicate ab	oove)	

PETS: Owners are allowed to have two domestic pets such as cats or dogs

## FORM - ACKNOWLEDGMENT OF TENANT/RENTER



#### ACKNOWLEDGMENT OF TENANT

I understand that as a tenant of a Resident homeowner of Palma Sola Bay Club ("PSBC"), I may be permitted to use Association committed lands ("property") and the facilities for the term of my lease of the Resident homeowner's property in the PSBC community, in accordance with the Declaration of Covenants, Conditions, and Restrictions for PSBC ("Declaration and Prospectus") and subject to the PSBC Property Owner's Association, Inc. ("Association") approval of my application, which it may withhold in its sole discretion. I understand and agree that such use privileges shall be subject to the terms and conditions of the Declaration and Prospectus, such rules and regulations relating to use of and conduct on Association property and the pool as Castle Management may establish from time to time (the "Rules and Regulations"), and the Association's receipt of the

I acknowledge receipt of a copy of the Rules and Regulations and agree to be bound by and comply with all the terms and provisions of such documents, as they may be amended, and to be responsible for compliance by my authorized users and guests. I acknowledge that failure to abide by said Rules and Regulations could result in eviction and I hold the PSBC and PSBC HOA harmless for any losses incurred.

I acknowledge that as a tenant of a Resident homeowner, I acquire only the privileges of using the Association property and the facilities in accordance with the privilege extended to Resident homeowners in common with such other persons as Castle Management may authorize from time to time, and that I acquire no rights in or to Association property or facilities nor any right to participate in the management or control of the Association and the facilities.

As a condition of using Association property and facilities, I agree to all risks associated with the use of Association property and agree to release and indemnify PSBC HOA and all of its representatives, employees, and volunteers from and against any and all losses, expenses, liens, claims, demands, and causes of action of every kind and character for death, personal injury, property damage or any other liability, damages, fines, or penalties, including costs, attorneys' fees and settlements, whether or not based on the acts or omissions of PSBC, resulting from, arising out of or in any way connected with the use of the Association Property and facilities by myself, my authorized users, or guests. As used in this paragraph and the following, ("PSBC") shall include Castle Management and PSBC Condominium and its successors, assigns and employees, and all persons, corporations, partnerships, and other entities with which it is or may in the future become affiliated. This paragraph shall survive the termination of my use privileges with respect to any property damage, personal injury, or death occurring prior to

I acknowledge and understand that PSBC shall not be responsible for any loss or damage to any personal property  $which \ I, \ my \ authorized \ users, \ or \ guests \ may \ incur \ during \ use \ or \ storage \ of \ said \ property \ on \ Association \ property \ or \ premises. \ I$ also acknowledge and understand that I shall be liable for any property damage or personal injury on Association property or

at any activity or function operated, organized, arranged, or sponsored by PSBC, which I, my authorized users, or guests me cause. If I arrange or sponsor any activity or function on Association property, I shall be responsible for any such damage injury even if such damage or injury was not caused by me.					
Signature of Tenant	Date				
Signature of Tenant's Spouse	 Date				

## FORM - ACKNOWLEGMENT OF RESIDENT/OWNER -



### ACKNOWLEDGMENT OF RESIDENT

(To be filled out by homeowner)

I have agreed to lease my property in PSBC to the above-named tenant and will be assigning the following privileges I am entitled, to such person for the term of the lease. I have provided to the above-named tenant a copy of the Declaration of Covenants, Conditions, and Restrictions and the Rules and Regulations for PSBC HOA.

I acknowledge and understand that during the term of the lease and assignment my authorized users and I may not use Association property or facilities delegated as a resident homeowner.

Signature of Resident Member		Date
Signature of Resid	ent Member's Spouse	Date
TERM OF LEASE:	Commencing	Ending
~~~~~~		rach a copy of the lease agreement and mail to: Palma Sola Bay Club Association, Inc.
******	*********	*************
	Α	CTION OF BOARD OF DIRECTORS
APPROVED	_ DISAPPROVED_	DATE OF DECISION
BY:		R
(Board of Di	rectors)	(Management Company)