

Condominium Owner Association (COA)

Information Handbook

Version **DRAFT 5**Issue: 11/00/2024

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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 Castle Managements website and 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. Please contact Andrea Butterfield at 941-357-1962, or email abutterfield@castlegroup.com for assistance should you have any questions about the information contained herein or the condominium documents.

Palma Sola Bay Club Board of Directors

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NEED TO KNOW – QUICK GLANCE

PROPERTY MANAGEMENT – CONTACT INFORMATION

PROVIDER CONTACT

Property Management Castle Group Management

Andrea Butterfield - Property Manager

CONTACT INFO

Weekday Phone: (941) 357-1962 (Monday-Friday, 8 AM - 4 PM) Emergency Phone: 1-800-337-5850 ext. 1 (Weeknights, Weekends)

Website <u>www.CastleGroup.com</u>

E-Mail <u>psbcmanager@castlegroup.com</u>

Town Square <u>www.townsq.io</u>

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/learning-

resource-hub/

Support: TV & Internet Handbook on Town Square)

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 nearby 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

GOVERNMENT OFFICES

Fire Department (non-emergency)	(941) - 761-1555
Sheriff's Office(non-emergency)	(941) - 747-3011
Manatee Hurricane Emergency Management	(941) - 749-3500
Manatee Health	(941) - 748-0747
Property Tax Appraisal Office	(941) - 748-8208
Social Security Office – Bradenton	(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

Pool Use

Pool Deck, Grill/Bar & Fire Pit

Bocce Ball, Putting Green & BBQ Grill Pavilions

Observation Deck and Kayak Launch

24 Hour/7 Day

Dawn-Dusk

8 AM – 10 PM

Dawn – 10 PM

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.

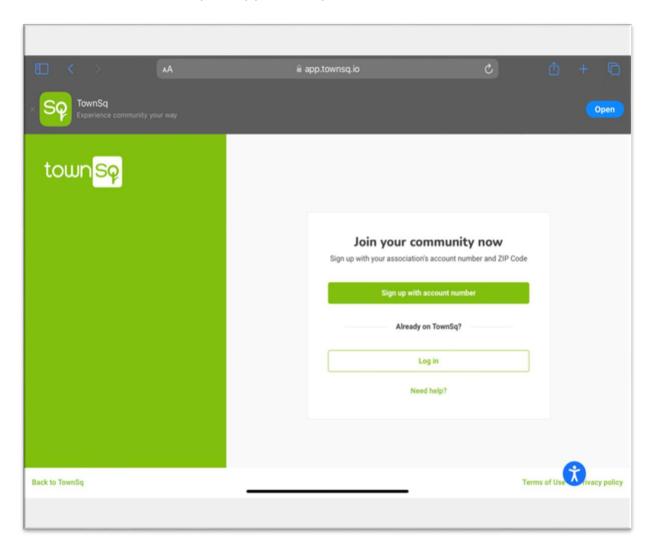
CASTLE PROPERTY MANAGEMENT & WEBSITE

Within its duty, the Board has hired Castle Group Management presently to handle the governing duties and management of the association. Castle Group Management's services encompass administration of the COA, including financial and general management responsibility.

Castle Group Management has established a PSBC gateway known as Town Square. This site allows you access to Association agendas, meeting minutes, and is where you can request maintenance service. To gain access to the Town Square system, new PSBC Owners must complete OWNER CONTACT REGISTRATION AND AUTHORIZATION FORM on page 34, to obtain your unique account number provided by Castle Management.

CASTLE PROPERTY MANAGEMENT & WEBSITE (continued)

The website address: https://app.townsq.io.



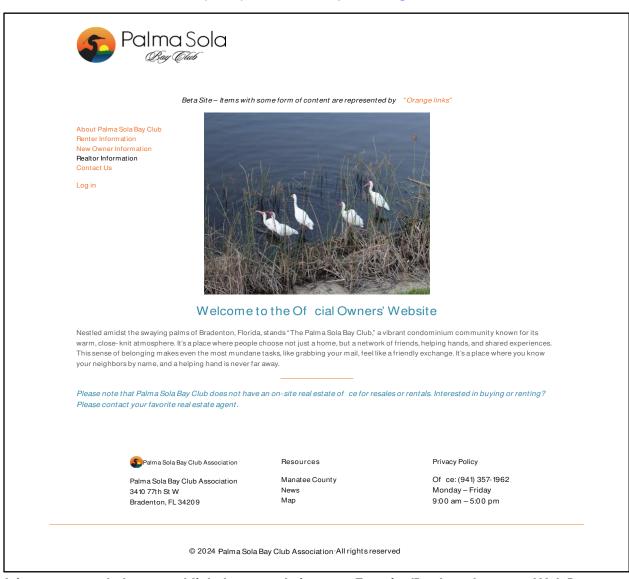
Remember, your account number is provided by Castle Group Management and the local Zip Code is 34209.

PALMA SOLA BAY CLUB WEBSITE

The Board has provided a website for the Palma Sola Bay Club for the Public's consumption and separately, for the Palma Sola Bay Condominium Owner Association members.

The former group has access to top level information to learn about Palma Sola Bay Condominium and the latter group has full detail of the same information. The Association members have access to this site through their own Log-In credentials.

The website address is: https://palmasolabayclub.org



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

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 Castle Management's work order system on Town Square per the instructions below. Only upon emergencies, as defined below, should owners call or email Castle Group's personnel or the Castle's 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:

Castle Management will not accept work order submission from Owners by personal contact, phone calls or emails to Castle Group personnel.

Within TownSquare, make sure you are "Home". Then under the greeting "What do you want to do?", choose the "Cont Admin" button. Then in the "Requests" section use the "+Create Request" button to establish a Service Request and choose a "Category":

- General
- Incidents
- Landscaping
- Maintenance
- Security
- Suggestions

Requested maintenance is usually scheduled Monday through Friday.

Emergency Work Order Submission:

If an emergency occurs, the BOD requests that you immediately call Castle Group's corporate office at 1-800-337-5850 ex. 1. This number will forward you to the afterhours call center should the corporate office be closed.

Notify the PSBC Property Manager with the emergency via Town Square.

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.

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 prioe 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

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

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

OPTION 1: Recurring Auto-Debit (No fee, allow 2-3 business days for processing)

- Go to www.CastleGroup.com
- At top of page, click "Resident Services" Click on "Manage Autopay".
- At the bottom left of the next screen, you have the following options:
- Enroll Account in Autopay Change Autopay Information Cancel Autopay Enrollment.
- Click on the applicable link and fill in the required fields.

OPTION 2: One-time Online Payment Using Bank Account or Credit Card (Fee applies, can take 24 hours to process)

- Go to www.CastleGroup.com
- At the top row of options bar, click "Pay Online".
- You will be prompted to enter your name and account number.

Note: you must enter your name EXACTLY how it appears on your coupons Follow prompts to complete payment

OPTION 3: Bill-Pay Through Your Bank (Fees depend on your bank, allow 10 business days for receipt / processing)

- Must be set up through your own bank's bill-pay section.
- Payee Address:

Palma Sola Bay Club Condominium c/o Alliance Association Bank PO Box 621073 Orlando, FL 32862-1073

<u>OPTION 4:</u> Mail Check to Processing Center: (No fee, allow 15-20 business days for processing)

Mail check with account number in memo box to the following address:

Palma Sola Bay Club Condominium c/o Alliance Association Bank PO Box 621073 Orlando, FL 32862-1073

AMENITIES

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 with access via the keyed locks.

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

Please remember that passwords are case-sensitive. There are table placards in the Clubhouse and the Clubhouse password is taped to the inside of the leftmost cabinet door in the 1st and 2nd-floor kitchens.

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 Palma Sola Bay Club 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 34 in this handbook, to use the Fitness Center. This waiver is to be sent to Palma Sola Bay Club 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.
- 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.

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 PSBC 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, BBQ GRILL

The BBQ 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.

GRILL PAVILIONS BBQ

- The BBQ grill 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 in the Pavilion area 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.

AMENITIES

BAY OBSERVATION DECK AND KAYAK LAUNCH

The PSBC 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 AND RESTRICTIONS

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 the Palma Sola Bay Club 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 17.)

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, as well as paint or wallpaper for the walls 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.

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

OWNER RESPONSIBILITY AND RESTRICTIONS

OWNER RESPONSIBILITY (continued)

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 20), 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.

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.

OWNER RESPONSIBILITY AND RESTRICTIONS

OWNER RESPONSIBILITY (continued)

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 the name of your designated caretaker.
- 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 Unit that, in turn, may affect the building and/or other Units.
- 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.

OWNER RESPONSIBILITY AND RESTRICTIONS (continued)

ABSENSE OF OWNERS (continued)

- 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.
- 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.

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.
- 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.

OWNER RESPONSIBILITY (continued)

PETS (continued)

- 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.
- 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.

OWNER RESPONSIBILITY (continued)

VEHICLES AND PARKING (continued)

- Oil or fluid leaks onto a parking space or other area are the responsibility of the owner of the Vehicle. Any damage from oil or other 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.

- 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.

OWNER RESPONSIBILITY (continued)

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 or affix signs, advertisements, notices or other similar material. This also applies to windows and doors in or 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.

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.

OWNER RESTRICTIONS (continued)

TERRACE DECORATIONS AND FURNISHINGS (continued)

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, BBQ/Grill Areas, 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.
- 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.

OWNER RESPONSIBILITY AND RESTRICTIONS

RENTING/LEASING

If you are intending to lease your unit, you must provide Castle Group 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 37-39 in this handbook, is to be provided 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.

BUILDING & GROUNDS

PROPERTY ACCESS

NEW OWNER ACCESS

Keys for the front door, mailbox, clubhouse, storage/walking gates and a front gate fob for vehicle access are provided at the Unit closing. The <u>GATE FOB KEY DIRECTORY AND GUEST ACCESS INFORMATION AND ENTRANCE FORM</u>, attached as Page 36 in this handbook, is to be provided to the PSBC Property Manager, acting as the COA agent.

PROPERTY MANAGER ACCESS

The PSBC Property Manager, as the COA agent, requires a passkey/duplicate key or access code to the Unit for Palma Sola Bay Club's access to the Unit as necessary. If the locks are changed or altered a passkey/duplicate key or access code to the PSBC Property Manager.

FRONT VEHICLE GATE

This is the main 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 please fill out the requested information in Exhibit "" and email it to Palma Sola Bay Club.
- 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>: As of the date of this handbook, 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

BUILDING & GROUNDS

BUILDING INFORMATION - GENERAL

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).

Each building has a street address plus a unique building number and is an easy to

remember reference point for Owners. **Street addresses are always given when calling for outside emergency help.**

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", 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. Its 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.

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

PICKUP

The PSBC property management staff sets out the bins Wednesday for pick up Thursday morning/afternoon.

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_garbage _collection/electronic_scrap___household_hazardous_waste
- 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.
- Electronic scrap may be dropped off periodically at nearby 66th Street West location. Visit https://www.mymanatee.org and Search on "e-scrap" for collection schedule.

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BUILDING & GROUNDS

BUILDING EXTERIOR - 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.

- 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.

EXTERIOR SERVAICE

- 4. You may not attach or affix anything to the outside 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. 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.
- 9. A United States flag may be displayed on Armed Forces Day, Memorial Day, Flag Day, Independence Day, Patriot Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 41/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard (2023 Florida Statutes, 718.113(4)). The envelope of the common or limited common elements cannot be penetrated nor railings modified or damaged when displaying flags.

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.

EXTERIOR SERVICE	INEQUENT	
Painting	Every eight years or as neede	
Roof pressure washing	As needed.	
Window washing	Owner responsibility.	

FREQUENCY

BUILDING & GROUNDS

BUILDING MAINTENANCE SCHEDULE (continued)

INTERIOR SERVICE FREQUENCY

Elevator doors Weekly, both interior and

exterior.

Mail/Lobby area Weekly.
Garages Weekly.
Stairs and railings Weekly.
Interior stairs and railings Weekly.
Common area floors Weekly.

Common area walls and ceilings Monthly.

Garage walls and ceilings Monthly.

Common and garage wasps/mud daubers Monitored weekly.

Pest control Monthly.

Building Interiors Annually, and as needed.

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 Growing Season: Weekly,

on Fridays.

Dormant Season: at least

Monthly, 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 needed

EXHIBITS

EXHIBIT 1 – CONDOMINIUM DOCUMENTS DEFINITIONS

These definitions are found in the condominium documents and relate 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.

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

Common Expenses means all expenses and assessments properly incurred by the COA.

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

Limited Common Elements 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.

EXHIBIT 2 – QUICK VIEW RESPONSIBILITY MATRIX

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

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

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

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

FORMS

PALMA SOLA BAY CLUB OWNER CONTACT

Palma Sola Bay Club

Owner Contact Registration and Authorization Form

Unit Street Address

	Print Name (1)
	Email Address (1)
	Cell Number (1) – Primary
	Phone? (Circle One) Yes / No Print Name (2)
	Email Address (2)
	Cell Number (2) – Primary
	Phone? (Circle One) Yes / No Emergency Contact
	Phone Number
	Other Phone Numbers
	Local – Primary Phone (Circle Qne) Yes / No
	Out-of-Town - Primary (Circle One Yes / No)
	Please note that Palma Sola Bay Club Association conducts nearly all business via email apart from statutory notices. Most business, including meeting notices, will only be sent via email. If you do not authorize documents via email, you will not be receiving this information from your Association.
	By signing below, you are giving permission to the Association and its managing agent to: (Please circle Yes or No to all 5 questions)
1.	Receive Association documents via email versus regular mail (Yes) or(No)
2.	Publish your cell phone number in a neighborhood directory (Yes) or (No)
3.	Publish your primary email in a neighborhood directory (Yes) or (No)
4.	Publish your primary cell phone in an Association web site (Yes) or (No)
5.	Publish your primary email in an Association web site (Yes) or (No)
	DUE TO CHANGES TO FL. STATUE 718 GOVERNING CONDOMINIUMS, AS OF 7/1/14, CELL PHONE NUMBERS AND EMAIL ADDRESSES ARE NO LONGER PART OF THE ASSOCIATIONS OFFICIAL RECORDS WITHOUT WRITTEN CONSENT OF AN OWNER.
	Signature Date

Please email the completed PDF form to psbc.admin@palmasolabayclub.org.

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 <u>psbc.admin@palmasolabayclub.org.</u>

KEY FOB & GUEST ACCESS INFORMATION FORM



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

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 Andrea Butterfield, psbcmanager@castlegroup.com.

Name of Owner (Print)				
Address & Unit				
Fob Key Number				
FRONT VEHICLE GATE FOB KEY This gate provides the main acc	ACCESS cess 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 psbc.admin@palmasolabayclub.org .				
Name of Owner				
(Print)				
Phone Number]				
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 RENTAL / LEASE AGREEMENT

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.

Palma Sola Bay Club Application for Tenant Lease Please submit at least 14 days prior to start of lease.

Owner's Full N						
		First		Last		
Γenant's Full N	lame					
		First		Last		
Address of PSB	BC property being le	eased:				
No.	Street		Unit No.			
Owner's Telepl	hone ()_					
Гепаnt's Perma	anent Address No.	Street	Apt. No.	City	State	Zip Code
n .! **			•			Zip dode
l enant's Home	Telephone (J	Cell Nur	nber <u>(</u>)		
Γenant's Email	Address					
Γenant's Spous	se's Full Name					
Ago of Tongata		First			La	st
age or remant a	and Tenant's Spous	e:				
	and Tenant's Spous members of Tenan		s spouse who res	ide with Tenan	t	
	members of Tenan		1	ide with Tenan	t	
	members of Tenan	t and/or Tenant's	1		t	
	members of Tenan	t and/or Tenant's	1		t	
	members of Tenan	t and/or Tenant's	1		t	
Please identify	members of Tenan	t and/or Tenant's	DATE	OF BIRTH		f any felony?
Please identify Has the tenant	members of Tenan	t and/or Tenant's	DATE y who will reside	OF BIRTH		f any felony?
Please identify Has the tenant	members of Tenan	nt and/or Tenant's NAME the tenant's family	DATE y who will reside eck: Yes or No	OF BIRTH		f any felony?
Please identify Has the tenant Has the tenant If Yes, provide a	members of Tenan	the tenant's family	DATE y who will reside eck: Yes or No	OF BIRTH	n convicted o	
Please identify Has the tenant Has the tenant If Yes, provide a *Owner will be	or any member of the provided a criminal a copy, if No* when the responsible to pay	t and/or Tenant's NAME the tenant's family al background che will it be comple	y who will residence: Yes or Noted?	of BIRTH in the unit bee	n convicted o	lease.
Please identify Has the tenant Has the tenant If Yes, provide a	or any member of the provided a criminal a copy, if No* when the responsible to pay #1: Make	the tenant's family	y who will residence: Yes or No sted? ColorColor	of BIRTH in the unit bee	n convicted o	lease.

 $\boldsymbol{PETS:}\ \mbox{Owners}$ are allowed to have two domestic pets such as cats or dogs

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 applicable tenant assignment fee.

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 such termination.

I acknowledge and understand that PSBC shall not be responsible for any loss or damage to any personal property

also acknowledge and understand that I shall be lia at any activity or function operated, organized, arr	ring use or storage of said property on Association property ole for any property damage or personal injury on Associat nged, or sponsored by PSBC, which I, my authorized users on on Association property, I shall be responsible for any soy me.	ion property or , or guests may
Signature of Tenant	Date	
Signature of Tenant's Spouse	Date	

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or

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 Resident Member's Spouse		Date	
TERM OF LEASE: Con	nmencing	Ending	
		n a copy of the lease agr ma Sola Bay Club Assoc c/o Castle Group 6311 Atrium Drive, St Lakewood Ranch, FL 3	iation, Inc. e. 209
******	*******	*******	*******
	ACT	ION OF BOARD OF D	IRECTORS
APPROVED	DISAPPROVED	DATE OF DECISION	٧
BY:	OR		
(Board of Directors)		(Management Company)	

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