



## **RULES AND REGULATIONS**

The following Rules and Regulations are those of the Palma Sola Bay Club Association (Association), promulgated pursuant to the Declaration of Condominium for Palma Sola Bay Club (PSBC), a Condominium (Declaration), the Bylaws of Palma Sola Bay Club Association (Bylaws), Inc., the Florida Condominium Statutes (Title XL, Chapter 718), and actions by the PSBC Board of Directors (Board). These Rules and Regulations shall be in effect until amended by the Board or through changes to the Florida Condominium Statutes. Capitalized terms used herein shall have the meanings given them in the Declaration, unless otherwise expressly defined herein. These Rules and Regulations shall apply to and be binding upon all Owners, Tenants, Occupants, and Guests.

The Board and/or their representatives have the right to determine what is a violation of the Rules and Regulations of the Association. Compliance with these Rules and Regulations will be guided by remedies provided in the Declaration and Article 8 of the PSBC Bylaws.

### **1. ARCHITECTURAL, APPEARANCE, AND MAINTENANCE**

- a. The streets, drives, drive isles, sidewalks, walkways, entrances, and stairs, must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Units, nor shall any carriages, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar type and nature be left therein or thereon. However, there may be a welcome mat immediately in front of the entry door to a Unit, and the Owner of a Unit may keep a potted plant, plant stand or artwork in the immediate vicinity of the door to the Unit, so long as such plant, stand, and pot are maintained in good condition by the Owner, and the artwork is in good taste. Objects placed in the

immediate vicinity of the door cannot be of unreasonable size and must not unreasonably interfere with access to the Unit, to other Units, the stairways, or elevators. Live plants must be either in leak-proof containers, or with waterproof saucers beneath. Water features are not permitted. The Board may direct the removal of any plants or other objects that it determines not in compliance with these provisions or is determined to be objectionable. The envelope of the common elements cannot be penetrated when placing artwork or any decorations.

- b. No garbage cans, supplies, containers, or other articles of any Occupant shall be placed in or on the hallways, walkways, stairs, and entry ways, nor shall any linens, cloths, clothing, curtain, rugs, mops, or laundry of any kind, or other articles be shaken or hung from any of the windows, doors, hallways, walkways, stairs, Terraces, railings, or entry ways, or exposed on any part of the Limited Common Elements or Common Elements. The Limited Common Elements and the Common Elements shall be kept free and clear of refuse, debris, and other unsightly material.
- c. No person shall allow anything whatsoever to fall from the windows, stairs, landings, entry ways or doors of the Condominium nor sweep or throw any dirt, waste, or other substance out of units.
- d. No sign, advertisement, notice, flag, or other similar material shall be exhibited, displayed, inscribed, painted, or affixed, in or upon any part of the Units, Limited Common Elements or Common Elements, by any Owner or Occupant without written permission of the Association, except as expressly permitted by the 2023 Florida Statutes 718.113(4) and (6).
- e. Any unit owner may display one portable, removable United States flag in a respectful way and, 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 4 1/2 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.
- f. All blinds, drapes, curtains, shutters, shades, and other window treatments that are or may be visible from outside a Unit must be white or off-white in color,

unless otherwise expressly approved in writing by the Board, and the Board shall not approve any color that does not harmonize with the exterior appearance of the building. No reflective film or coating is permitted on any window.

- g. No flammable, combustible, or explosive fluid, chemical, materials or other substance or items including scrap wood or cardboard shall be kept in any Unit or Limited Common Element, including storage areas, except items necessary and suited for normal household use.
- h. The Common Elements shall not be obstructed, littered, defaced, or misused in any manner.

## **2. USE AND MAINTENANCE OF TERRACES**

- a. The airspace of the Terraces adjacent to a unit are Limited Common Elements exclusively reserved for the use by the appurtenant unit.
- b. Unit owners are responsible for Terrace electrical outlets, door hardware, cleaning and care of Terrace walls, floor, and ceiling, any fixed glass in doors, and replacement of light bulbs. The Association is responsible for the maintenance of Terrace exterior walls, concrete slab, railings, and painting and caulking of exterior window perimeters,
- c. Drying racks and the drying of clothing or other fabrics or materials are not permitted on Terraces.
- d. No articles may be hung from or attached to Terrace railings.
- e. Dirt, waste, or other substances cannot be swept or thrown off Terraces.
- f. Watering of plants and sweeping or mopping of Terraces shall be carried out so as not to bother Occupants in lower Units or Common Elements.
- g. Hosing of Terraces is prohibited except if all owners within a stack of Terraces agree to waive the prohibition to permit pressure wash cleaning of Terraces within the stack.
- h. No owner shall place, store, or use any item within a Terrace without the approval of the Association, except for appropriate furniture and furnishings and potted plants.
- i. Gas, electric, and charcoal grills are prohibited on Terraces.
- j. Smoking, including vaping, is not permitted on Terraces.
- k. No flammable, combustible, or explosive fluid, chemical, materials or other substance or items including scrap wood or cardboard shall be kept on

Terraces.

- l. Bicycles may not be kept or stored on a Terrace.
- m. Owners may decorate their Terraces and exterior doors with 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. Acceptable decorations include tasteful wreaths, Christmas lights and Hanukkah lights. Other tasteful holiday decorations may also be displayed, but only up to one week before and one week after the holiday.
- n. Owners may install or erect a Regulated Device (antenna or satellite dish) that is wholly contained within an appurtenant Terrace, is not attached to any Common Element, and meets other requirements of Section 12.9 of the Declaration.
- o. An Owner may install a white or off-white ceiling fan on a Terrace, but only after approval by the Board pursuant to Section 11.4 of the Declaration.
- p. No floor covering shall be permitted on a Terrace that is determined by the Board to have a deleterious impact on the structural or waterproofing integrity of the building, including but not limited to, carpeting, whether indoor or outdoor.
- q. No Terrace may be covered or enclosed, in any way, at any time and the Board shall not have authority to grant approval for any such enclosure.
- r. The Owner of a Unit is liable for any injury or damage caused by any object falling or blown from the Owner's Terrace. The Board reserves the right to require any item placed or stored on a Terrace to be secured if the item might be a safety hazard.

### **3. NOISE, SMOKING, AND COMMON ELEMENT USE**

- a. Noise
  - i. No Occupant shall make or permit any disturbing noises by the Occupant, the Occupant's Family, servants, employees, agents, Guests, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other Occupants. All sound, including without limitation, talking, singing, television, radio, tape, disc or record player, power tools or devices, or musical instrument, shall be maintained at such a volume that the sound is not audible outside the Unit from which the sound emanates.

- ii. Quiet shall be maintained from 11:00 p.m. until 8:00 a.m., but at all times Occupants must be considerate of their neighbors.
- b. Smoking and vaping are not permitted in Common Elements within 25 feet of any building or in any Limited Common Element including the garages and Unit Terraces. Additionally, Smoking and vaping are prohibited in the Clubhouse, pool area/fire pit, bocce court, waterside observation deck, dog park, and BBQ or other recreational Common Elements.
- c. No radio, television, or other electronic equipment shall be permitted in any Unit if it interferes with radio, television, or other telecommunication reception of another Unit.
- d. 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.
- e. Parents are responsible for the conduct of all minors or dependants residing in the condominium or visiting as guests. Full compliance with the Condominium Documents and the Rules and Regulations is required of all minors and adults. Playing by any Occupant or Guest 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.
- f. Skateboarding, rollerblading, or roller skating on the walkways, driveways, or in hallways or in parking areas is prohibited.

#### **4. ACCESS TO UNITS**

- a. 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.
- b. If entry into a unit is secured with a deadbolt lock and/or other security devices that are operated using keys, it is the Owner's responsibility to provide a pass-key, or duplicate key for each installed security device to their Unit 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.
- c. If there is a security system or other locking device that requires an access code for operation the Owner shall provide the Association with a passcode or other

information as necessary to enter the Unit when it is unoccupied. If the device's primary mode of operation uses a passcode but the device can also be operated using a key, it is the Owner's responsibility to provide a key in addition to a pass code. If the locking device is changed or altered or the pass-code or key is changed it is the owner's responsibility to provide the new passcode, key, and entry information to the Association.

- d. If the Association is not provided sufficient means to enter 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.

## **5. ABSENCE OF OWNER**

- a. Any Owner who plans to be absent from the Unit for an extended period must prepare the Unit prior to the Owner's departure by:
  - i. Designating a responsible caretaker to care for, monitor, and inspect the Unit, and to report or address, as appropriate, any damage caused by storms, hurricanes, winds or other violent acts of nature, any leaks or other water intrusion or problems, and assure the settings and operation of equipment to control temperature and humidity, to inhibit growth of mold and mildew. HV/AC settings should be temperature  $\leq 80^{\circ}\text{F}$  and humidity  $\leq 60\%$ . 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.
  - ii. Providing the Association with the name and contact information of the designated caretaker.
  - iii. Removing all furniture, plants, and other objects from Terraces and around the entry of the Unit.
  - iv. Leaving the main circuit breaker to the Unit on and not turning off the Unit's HV/AC system or any dehumidifier. However, individual circuit breakers may be turned off.
- b. In the event of the approach of a hurricane or similar severe storm where the presence of furniture and other objects remaining on Terraces presents a safety concern and the Unit Owner or a Unit's designated caretaker cannot remove any furniture or objects that might be present on a Unit's terraces, the Association

has the authority, but not the obligation, to remove the furniture or objects and the Owner shall pay the costs of their removal.

## **6. PETS**

- a. It is expressly understood and agreed by all Owners, Tenants, and Occupants, that the keeping of pets within the Condominium is a privilege and not a right.
- b. All pet owners must register their pet(s) with the Board prior to occupancy.
- c. Only animals expressly provided by the Declaration of Section 12.3 may be kept on Condominium property.
- d. Only two household pets weighting no more than one hundred (100) pounds each may be kept in a Unit.
- e. Household pets are defined as dogs and domestic cats.
- f. 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.
- g. No domestic birds of a variety that will emit sounds that could be heard in contiguous Units may be kept in a Unit.
- h. In no event shall there be at any time any reptile, rodent, poultry, amphibians, or swine permitted on Condominium Property.
- i. No pet shall be allowed to roam on the Condominium property. All pets are to be on leash or be carried when outside a Unit the only exception being when in the dog park.
- j. Occupants or other persons accompanying pets shall promptly pick up and properly dispose of any excrement left by a pet. Failure to pick up and properly dispose of pet excrement may be considered by the Board to constitute an unreasonable annoyance.
- k. The Board may order that any pet which is an unreasonable source of annoyance or a nuisance (see Declaration Section 12.3) to the Occupants of the Condominium, whether because of barking, aggressive behavior or otherwise, be removed from the Condominium.
- l. Pets that would otherwise be permissible, but which are kept, bred, or maintained for any commercial purpose are prohibited.
- m. Feeding of birds, raccoons, or other wild animals, or maintaining a bird feeder station on Common Elements or Limited Common Elements, is prohibited.

## **7. VEHICLES AND PARKING**

- a. In Section 12.5 of the Declaration vehicles are divided into 4 categories: passenger, commercial, recreational, and ancillary. The Board has the discretion to review the classification of vehicles and to adopt and amend standards of interpretation of Section 12.5.
- b. Occupants of each Unit collectively shall be permitted to keep, park or store no more than two (2) Vehicles on Condominium Property at any time.
- c. Vehicles belonging to Unit Occupants shall be required to be kept, parked, and stored in the Limited Common Element parking assigned to that unit.
- d. 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 Condominium Property. Exceptions to this prohibition are given in Sections 12.5(e and f) of the Declaration.
- e. No Vehicle may be parked or stored anywhere on the Condominium Property except in a paved and designated parking space.
- f. Driveways and other paved areas are not intended for the parking or storage of Commercial Vehicles, Recreational Vehicles or Ancillary Vehicles, as those terms are defined in the Declaration, and parking of such Vehicles on the Condominium Property is not permitted, except as expressly provided in the Declaration.
- g. 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.
- h. No repairs or maintenance of Vehicles may be performed, except emergency repairs.
- i. 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.
- j. Owners may wash their vehicles only in parking area(s) designated by the Board. This right does not extend to commercial mobile vehicle detailing or other vehicle washing services.
- k. 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.

## **8. SURFACE WATER MANAGEMENT SYSTEM AND CONSERVATION LANDS**

- a. Neither the Association nor any Owner within the Condominium may undertake or perform any activity in the Wetland Area(s) buffer area(s), or upland



conservation area(s) without prior approval from the Southwest Florida Water Management District.

- b. 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.

## **9. AMENITIES**

### **a. Clubhouse and Fitness Center**

- i. The Clubhouse and Fitness Center are open 24 hours per day except when reserved for community social events.
- ii. The upstairs area of the Clubhouse may be reserved by Owners for exclusive use through the Association except on major holidays.
- iii. Smoking and vaping are prohibited within the Clubhouse building or Fitness Center.
- iv. The Fitness Center is available for Palma Sola Bay Club guests/renters/residents' use at their own risk following posted guidelines regulating safe use of the equipment.
- v. The Clubhouse is to be kept locked.
- vi. Parking for Clubhouse visitors are the parking spots in the Clubhouse parking lot.
- vii. For safety reasons, children under the age of 16 may only use the Fitness Center when accompanied and supervised by a responsible adult. Children between the ages of 16 and 18 must have written permission from their parents or a legal guardian to use the facilities without adult supervision.
- viii. Machines with weights: Do not "drop" machine weights. This causes unnecessary wear and tear on the equipment. To avoid floor damage, free weights must not be dropped from any distance onto the fitness center floor. All used weights must be re-racked.
- ix. No parts of exercise machines or exercise equipment of any description may be removed from the Fitness Center.
- x. Both gentlemen and ladies must wear tops and appropriate footwear designed for use in the Fitness

Center (no flip-flops or sandals). No wet bathing suits or clothing allowed.

- xi. Sanitary conditions must be maintained at all times by wiping down equipment after use. Sanitizing wipes and paper towels are provided for this purpose.
- xii. Headphones must be used with personal sound producing equipment. TV/stereo equipment available in the gym must be operated at a reasonable audio level and prioritization of TV is to be based on whoever arrives at the facility first and begins usage.
- xiii. No person using the facility should unreasonably disturb any other person in the Fitness Center.
- xiv. No supplies from the Fitness Center or bathrooms should be removed from these areas for personal use.
- xv. No pets are allowed in the Clubhouse or Fitness Center.
- xvi. Damage to Common Elements by guests or renters is the responsibility of the owners and costs to repair may be assessed against owners.
- xvii. No late-night gatherings that disturb other residents are permitted in any of the amenity areas.
- xviii. The Clubhouse facilities and kitchen surfaces must be cleaned, and any cooking utensils cleaned and placed in their designated storage location after use. Cost incurred cleaning Clubhouse facilities and kitchen and replacing broken or lost utensils will be charged to those who used the Clubhouse facilities.

**b. Pool, Pool Deck, and Fire Pit**

- i. There shall be no lifeguard on duty at the pool. All persons using the pool do so at their own risk. The Association and its Board assumes no responsibility for any accident or personal injury or for any loss or damage to personal property arising out of or in connection with the use of the pool and/or the pool area. Persons using the pool or pool area agree not to hold the Association or the Board liable for actions of any nature occurring within the pool area.
- ii. The pool is open from dawn to dusk.

- iii. The pool deck and the fire pit are open dawn to 10PM.
- iv. Smoking and vaping are prohibited in the pool or on the pool deck.
- v. The poolside bathrooms are to be kept locked.
- vi. Pool furniture shall not be removed from the pool area.
- vii. Pool furniture shall not be reserved for anyone not in the pool area.
- viii. Pool furniture and equipment shall not be modified, altered, or changed in any manner.
- ix. Towels shall be placed on pool furniture when in use.
- x. In accordance with health department regulations, no food, drink, alcohol, or animals are permitted in the pool or on the pool deck.
- xi. No dunking, rough play, profane language, diving or jumping in the pool shall be permitted. No running, pushing, rough play or profane language in the pool area shall be permitted.
- xii. Children under the age of sixteen (16) must have adult supervision when on the pool deck or in the pool.
- xiii. Infants/children who are not toilet trained and adults who are incontinent must use appropriate wear swim diapers which fit snugly around the legs and waist. If the swim diapers become soiled, the person must exit the pool immediately and not return until he/she has taken or been given a soap shower and has been covered by a new, clean swim diaper.
- xiv. All users shall shower before entering the pool.
- xv. No soaps or shampoos shall be used at the pool side shower.
- xvi. Persons wearing bandages or having colds, coughs, inflamed eyes, infections, or open sores shall not use the pool.
- xvii. All belongings shall be removed when the user is leaving the pool area. The Association and its Board shall not be responsible for any belongings lost or stolen.
- xviii. No glass of any kind will be permitted in the pool area. Any liquid refreshments consumed near the pool area must be in non-breakable containers.
- xix. All rubbish, garbage, trash, refuse or other waste

materials shall be placed into containers around the pool area provided for this purpose or removed from the pool area.

- xx. A five (5) foot walking area shall be maintained around the pool at all times. Additionally, walking areas around and through the pool area shall not otherwise be blocked.
- xxi. The Board has the right to suspend the pool and club privileges of any guest/renter/owner abusing these rules or creating a safety hazard. The Board may also levy fines for violating the pool and club rules. Furthermore, owners are responsible to pay for damages caused by them, their children, or their guests.

**c. Putting Green, Bocce Court, Bay Observation Deck and Grills**

- i. The hours for putting green and bocce court are 8AM to dusk.
- ii. The bay observation deck is open dawn to dusk.
- iii. Access to the observation deck is through the locked gate on Palma Sola Boulevard. Lock the gate after passing through.
- iv. Smoking and vaping are prohibited on the putting green, bocce court, or bay observation deck.
- v. Pets are not permitted on the putting green, bocce court, or bay observation deck.
- vi. Grills, areas adjacent to the grill used for food preparation, and eating areas must be cleaned after use or users will be charged the cost of clean-up.

**d. Dog Park**

- i. The dog park is a fenced and gated area in the Preserve portion of the PSBC complex. It is for the exclusive use of PSBC owners.
- ii. Dogs must be accompanied by their owner and may be unleashed while in the park.
- iii. Aggressive dogs must be controlled so that they do not injure or intimidate other dogs in the park.
- iv. 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 campus.

- v. Smoking and vaping are prohibited in the dog park.
- vi. The dog park is open dawn to dusk.