Palm Colony Club Condominium Association, Inc. 2700 N. Highway A1A - Indialantic, FL 32903

Phone: 321-777-0939 Fax: 321-777-0922

A NOT-FOR-PROFIT CORPORATION

(In part thereof)

As stated in the Palm Colony Club Condominium Association's Declaration of Condominium, Official Records, 1426 page 125 (a) NOTICE TO ASSOCIATION: An apartment owner intending to make a bona fide sale of his apartment, shall give notice to the Association of such intentions, together with the name and address of the proposed purchaser, together with such other information as the Association may require, said notice to be accompanied by a non-refundable investigation fee of Seventy-five Dollars (\$75.00).

(b) The Association shall immediately investigate the proposed purchaser, and within five (5) days after completing said investigation, shall notify seller of approval or disapproval of such purchaser. Under all circumstances, the seller shall be notified of purchaser's approval or disapproval within thirty (30) days following the time that seller has delivered to the Association the Seventy-five (\$75.00), investigation fee. In the event of disapproval, seller may submit the name of one additional prospective purchaser without having to pay an additional investigation fee. The Board of Directors shall not disapprove any possible purchaser on the basis of said purchaser's race, color, religion, creed or place of national origin.

Also, (in part), The approval of the Association shall be in recordable form and delivered to the purchaser.

REQUIREMENTS FOR SALE OF UNIT

- 1. **APPLICATION** (Owner Information) Filled out completely & signed by all owners.
- 2. SCREENING AUTHORIZATION FORM Each individual must fill out and sign a form
- 3. INTERVIEW OF ALL NEW OWNERS
- 4. RULES & REGULATIONS Signed form that the Rules and Regulations have been read and all owners agree to abide by them.
- 5. **RECEIPT OF DOCUMENTS** Form signed indicating specific documents were received.
- 6. APPROVAL OF THE ASSOCIATION Approval given only after interview takes place.
- 7. <u>APPLICATION FEE \$75.00</u> (non-refundable) and paid/provided by the seller or their representing agent.
- 8. COPY OF PURCHASE AGREEMENT
- 9. After closing, a Recorded copy of the Warranty Deed for Owners files.

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OWNER INFORMATION

DATEBUIL	,DING#UNI	1#	
	CELL PHONE#		
EMAIL ADDRESS			
NUMBER OF OWNERS(ALL O	WNERS MUST SIGN)		
OWNERS NAME (PRINT)			
OWNERS SIGNATURE			
OWNERS NAME (PRINT)			
OWNERS SIGNATURE			
AWAY ADDRESS	AWAY P	HONE#	
CITY			
AUTHORIZED OR DESIGNATED VOTER TO RE			
NAME <u>\</u>	(Author	rized voter must be an owner)	
FULL TIME RESIDENT - SEASONAL R	ESIDENT - RENTAL	UNIT OWNER (Circle one)	
IS THERE A CURRENT KEY TO UNIT A	T THE PCC OFFICE?	YES / NO (Circle one)	
EMERGENCY CONTACT INFORMATION	N EMERGENCY C	CONTACT INFORMATION	
Name	Name		
Address	Address		
City/St/Zip	City/St/Zip		
Phone	Phone		
Relationship	Relationship		
Vehicle 1 Parking Permit #		·	
Year Make Model _	Color	License#	
Vehicle 2 Parking Permit # Year Make Model _	Color	License#	
I ear Model _			

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Rules and Regulations Acknowledgement Form

DATE	OF ORIENTATION	
TO:	PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC., BOARD OF DIRECTORS	
RE:	BUYING / LEASING (circle one)	BUILDING/UNIT#
٠	(circle one)	CT PHONE NUMBER
I (We) and R	undersigned, hereby ackno egulations of Palm Colony Cl	owledge that I (we) have read and understand the Rules lub Condominium Association, Inc.
l (We) holds	also understand the Condor	minium Document and will abide by the regulations that i
the programmer than the pr	legulations, I (we) will vacate remises within thirty days, I (val from said premises.	the premises within fourteen days. If I (we) do not vacate (we) will be responsible for all costs incurred in my (our
l (We Color) hereby certify that I (we) way Club Condominium Docum	rill abide by the Rules and Regulations and by the Paln nents.
	PRINT NAME	SIGNATURE
<u></u>	PRINT NAME	SIGNATURE
	PRINT NAME	SIGNATURE
	PRINT NAME	SIGNATURE
ADM	IINISTERED BY:	DATE:

PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC. SCREENING AUTHORIZATION FORM

(Please Print) Name:	Sex:
Address:	
City, State, Zip:	
Social Security Number:	
Date of Birth:	
Prior landlord (name, address, phone	number):
AccuData Inc, or any agent thereof, to including but not limited to a credit re	y Club Condominium Association, Inc., o obtain background information regarding me, port, criminal records, motor vehicle and other ay be made to various federal and state and references.
Applicant's	Date

PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC. SCREENING AUTHORIZATION FORM

(Please Print)	_
Name:	Sex:
Address:	
City, State, Zip:	
Social Security Number:	
Date of Birth:	
Prior landlord (name, address, phone nu	mber):
I give my authorization to Palm Colony of AccuData Inc, or any agent thereof, to of including but not limited to a credit reposition in a understand that inquiries may agencies, employers, prior landlords, and	btain background information regarding me, rt, criminal records, motor vehicle and other be made to various federal and state
Applicant's	Data

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RECEIPT OF DOCUMENTS

The follov	ving documents ha	ve been received by the undersigned	prospective owner.
	FREQUENTLY A	ASKED QUESTIONS AND ANSWER	S
	EMERGENCY AC	CTION PLAN	
	WHICH INCLUDE	CLUB CONDOMINIUM ASSOCIATION OF CONDOMINIUN AND BY-LAWS.	ON, INC. DOCUMENTS, M, ARTICLES OF
Owner S	ignature	Date	
Owner S	ignature	Date	

PALM COLONY CLUB CONDOMINUM ASSOCIATION, INC. 2700 NORTH HIGHWAY A1A, INDIALANTIC, FL 32903 PHONE: 321-777-0939 FAX: 321-777-0922

PET REGISTRATION FORM

Name of unit owner:	
Name of tenant (if applicable):_	
Building and unit number:	Phone number:
Type of pet: (i.e. dog or cat and	l breed)
Name of veterinarian:	
Address of veterinarian:	
Phone number of veterinarian: _	
Below to be completed and sig	gned by veterinarian
	Weight:
I hereby certify that the anim necessary vaccinations.	al listed above has received all
Signature of voteringrian	 Date

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EMERGENCY ACTION PLAN

Frequently Asked Questions

Q. What should I do in case of a fire?

A. Vacate the building immediately and move as far from the building as possible. If you have a cell phone, call 911 and report the fire. If you do not have a cell phone, go to a neighboring building and ask someone to call 911.

If you are in buildings 9, 10, 11, 12 or 13, as you leave, pull the fire alarm lever on the fire alarm pull station, located at the exit door of the building, as this will set off the alarms in all of the units in your building.

Q. I have vacated the building and notice some of my neighbors are not outside, what should I do? A. Try to call their residence phone or cell phone number. Notify Brevard Fire Rescue. Under no circumstances should you re-enter the building!

Q. May I store items in the stairwell?

A. No. All stairwells must be kept clear. Fire regulations forbid storage in the emergency exit areas. These stairways are the main evacuation route for all occupants within the building.

Q. If it appears that all is normal (no sign of smoke, etc.) can I go back in my unit? A. No. You are only able to re-enter the building once the Brevard Fire Rescue has given the "all clear" and allows you to re-enter the building. They are in complete charge of all aspects of the emergency until such time that they deem the property to be safe.

Q. If I live in buildings 9, 10, 11, 12 or 13 and I am having an emergency other than a fire, should I pull the fire alarm in my building anyway? A. NO! Call 911.

Q. If there is an emergency that is not related to fire, life or a crime (a problem with the building, water leak, etc.) what should I do?

A. Contact the Business Office at 321-777-0939 during business hours. After hours, call the emergency number, 321-750-8565.

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RULES & REGULATIONS (Revised and Amended May 24, 2018)

The Rules & Regulations hereinafter enumerated as to the condominium property, the common elements, the limited common elements, and the condominium units shall be deemed in effect until amended by the Board of Directors of the Association, and shall apply to and be binding upon all unit owners and/or tenants hereinafter referred to as residents. The unit residents shall, at all times, obey said Rules & Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision.

All residents have an obligation to assure that they contribute to the effort to maintain a safe, sanitary, and attractive facility. Therefore, if a resident observes a rules violation, he or she should bring it to the attention of the violator or the Manager. The Manager and the Board of Directors shall endeavor to educate all newcomers, but they need the help and cooperation of all the residents.

GENERAL RULES & REGULATIONS

- 1. These Rules & Regulations, together with the Declaration of Condominiums and By-Laws of Palm Colony Club Condominium Association, Inc., the pertinent Florida Statutes, and all amendments thereto shall govern and control Palm Colony Club.
- 2. No immoral, improper, offensive or unlawful use shall be made of the condominium property, nor any part thereof, and all laws, zoning ordinances, and Governmental regulations of all kind shall be observed.
- 3. No resident shall use his property in any manner, nor take any action, which shall be a nuisance or a source of annoyance to other residents, or which interferes with the peaceful possession and proper use of the property by the other residents.
- 4. All tenants and guests shall be bound by the same rules and regulations as are binding upon condominium owners. Any violation of rules and regulations by tenants/guests shall be tantamount to a violation of said rules and regulations by the owner of the condominium unit.
- 5. Any action taken by the Condominium Association because of violation of the rules and regulations by tenants or guests shall be taken against the condominium owner, as well as the tenant/guest, and the condominium unit owner shall be responsible for all legal costs and attorney fees incurred by Palm Colony Club Condominium Association, Inc., in enforcing the rules and regulations of the Condominium Association.
- 6. A condominium unit can only be used as a private dwelling for the resident and his/her family members.

- a) A one-bedroom unit may be occupied by a resident and his/her family members, not to exceed three (3) persons.
- b) A two-bedroom unit may be occupied by a resident and his/her family members, not to exceed four (4) persons.
- 7. No resident shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated a phonograph, television, radio, sound amplifier, or any other electronic media devices, in his/her unit, in such a manner as to disturb or annoy other occupants of the condominium. All parties shall lower the volume as to the foregoing at 11:00 PM of each day. No resident shall conduct or permit to be conducted, vocal or instrumental instruction at any time.
- 8. All parts of the condominium property and all parts of the resident's unit shall be kept in a clean and sanitary condition, and no garbage or other refuse or rubbish shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. At no time shall anyone place trash bags or recycling materials in the hallway for disposal at a later time.
- 9. Only flowers, plants, and porch furniture may be placed on porches.
- 10. Cooking on porches is prohibited, as well as any type of cooking equipment. No cooking is allowed in the common areas with the exception of the Association owned gas grill.
- 11. All trash, garbage and refuse must be deposited in dumpsters in the trash rooms. ALL GARBAGE MUST BE PLACED IN PLACTIC BAGS AND SECURELY TIED. All recyclable materials are to be placed in the recycling bins. Cardboard boxes <u>must</u> be broken down before placing in recycling bins. Carpeting and large appliances are not to be placed in the dumpster or in the trash rooms. It is the responsibility of the resident or their contractor to remove these items from the property. Carpeting, major appliances, construction materials, paint, fluorescent light bulbs, furniture, sinks, toilets, cabinets, and mirrors are not to be placed in the trash rooms. For proper instructions on disposal, contact the office.
- 12. All persons, including children, are prohibited from running and playing in the hallways, stairways, and clubhouse. Children playing outside their unit must be supervised by their parents or another adult.
- 13. The sidewalks, entrances, stairways, corridors, and all common elements must not be obstructed or encumbered or used for any purpose other than ingress or egress to and from the premises; nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object be stored therein or thereon.
- 14. No clotheslines or similar devices shall be allowed in any exposed portion of the condominium property including the common elements. No laundry of any type is to be displayed on porches. DO NOT USE PORCHES FOR DRYING OF TOWELS, CLOTHING, OR SWIMWEAR.

- 15. No changes or alterations of any kind shall be made on the exterior portion of the condominium by a resident, including but not limited to, the installation of awnings, air conditioning units, TV or radio antennas, wiring or painting. This also includes changes to the yard and plant beds. Satellite receiving devices shall be allowed to the extent provided under Federal law.
- 16. Exterior glass and balcony screening identical to that used, and in the color as provided by the Association, shall be maintained at all times by all residents. "Roll-up" shutters, replacement windows, glass or replacement screen porch/balcony enclosures are permitted but must be approved in writing by the Board of Directors. No foil, aluminum, plastic, paper, cardboard, or other materials shall be affixed to, placed in, against, or adjacent to any windows so as to be visible from the exterior of the buildings.
- 17. No pets shall be allowed to be kept on the condominium premises, except as follows: An owner may have either (a) one domestic cat; or (b) one dog, provided that the dog, when fully grown, shall not weigh in excess of fifteen (15) pounds. An owner may also keep no more than two (2) birds at a time (either parakeets or canaries). All other pets are prohibited. All pets must be registered at the office, including written weight and vaccine verification from their veterinarian. These records must be updated annually.
- 18. Any dog or cat must be carried or be on a leash at all times when outside the condominium unit. Pet owners must clean up any pet droppings. If the pet noted causes or creates a nuisance or unreasonable disturbance and a complaint is received in writing, the Board of Directors will investigate said complaint, and every effort will be made to amicably resolve the problem. If the problem cannot be amicably resolved, upon written notice from the Board of Directors, the pet must be permanently removed from Palm Colony Club Condominium within three (3) days.
- 19. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on, or upon any part of the condominium unit, limited common elements, units, or vehicles parked upon condominium property.
- 20. Condominium apartments may be rented, provided the occupancy is only by the lessee and his/her approved occupants, and the term of said lease is not for less than sixty (60) days. All tenants shall be bound by the same rules and regulations as are binding upon condominium unit owners, and said owner is responsible for the enforcement of the rules and regulations with regard to his/her tenant.
- 21. All leases, lessees, and adult occupants are subject to residency approval and must appear before two (2) members of the Board of Directors, or one (1) member of the Board and the Manager, before occupation of a condominium unit. This applies to long term guests and adult family members as well. A long-term guest is defined as a person who will be residing at a unit

for more than a period of 30 days in a calendar year. An adult family member is defined as a family member who does not have ownership rights that will be residing at the unit for more than a period of 30 days in a calendar year.

- 22. There will be a seventy-five dollar (\$75.00) non-refundable screening fee charged for each rental application presented, unless previous approval of the renter is on file. The \$75.00 rental screening fee is applicable for up to two individuals and applies to long term guests and adult family members. There will be an additional \$75.00 screening fee for up to two additional occupants.
- 23. All condominium owners wishing to sell their units must submit prospective purchaser information to the Association for approval prior to the sale or occupancy of the unit. The unit owner is responsible for paying a seventy-five dollar (\$75.00) non-refundable screening fee.

24. PARKING:

- a) Parking spaces are for passenger automobiles only, no commercial vehicles are allowed. No boats, trucks, trailers, campers, recreation vehicles (RV's), conversion vans, motorcycles, or other vehicles or objects shall be placed on condominium property. The owner of any vehicle not in compliance with the above must check with the Manager for instructions. Vehicles in violation will be towed away at the expense of the violator. A truck is defined as a vehicle having a truck bed. SUV's are permitted if they meet the size guidelines specified below.
- b) No unit owner shall be permitted to occupy more than two (2) parking spaces and will be issued no more than two (2) parking permits.
- c) All vehicles parked overnight MUST have a Palm Colony Club parking permit on the vehicle so as to be visible from the road, or have a temporary parking permit issued by the Manager. Violators will be issued one warning notice, and thereafter will be subject to towing at the owner's expense.
- d) All vehicles must be parked with the front of the vehicle at the front of the parking space. Vehicles should be pulled into a parking space so the front bumper of your vehicle is even with the concrete barrier.
- e) Repair or servicing of vehicles is not allowed on the property; nor should any vehicle be placed on blocks or jacks. Emergency services such as changing a flat, jump starting a dead battery, etc. will be permitted.
- f) All vehicles must be legally registered, have current license plates, and be in operating condition.
- g) All permitted vehicles are limited to two axles, four wheels, eighteen feet (216 inches in length, six and one-half feet (78 inches) in height, and seven and one-half feet (90 inches) in width. The length, height, and width of vehicles includes anything attached to the vehicle (excluding antennas).
- h) On permitted vehicles, all hitches (car, boat, trailer, etc.) and other attachments (except permitted handicapped) must be detachable and be removed while parked on the property. No excessive noise add-ons are permitted. Roof mounted luggage racks are permitted as long as they are typical in size and do not cause the vehicle to exceed the height guidelines.
- i) Under no circumstances will any vehicles be allowed to park on the grass or sidewalks.

- 25. When an owner grants permission to a guest to use his apartment, the owner must advise the Manager prior to the guest's arrival. Notification may be by phone, email, or in writing.
- 26. Each owner who plans on being absent from his unit must prepare the unit prior to departure by (1) removing all furniture, flowers and plants from the porch, and (2) turning off the main water valve supply to the unit. The breaker to the water heater is to be put in the off position. Air conditioning shall be left on to discourage mold.
- 27. In the absence of the owner or tenant from the unit, a responsible firm or individual is to be designated by the owner or tenant to periodically inspect the unit should the unit suffer storm or other damage. The Association shall be furnished with the name of said firm or individual. (NO employee of Palm Colony Club Condominium Association shall be so designated.)
- 28. Each owner shall furnish the Manager keys for all locks needed for access to the owner's unit in the event of an emergency situation such as flooding or a fire in the unit. Any water damage or mold damage found in a unit must be mitigated and remediated immediately upon discovery.
- 29. Only authorized service personnel will be allowed on any roof of any building. A key can be obtained at the office. Prior to any work being done, authorized service personnel must provide the Palm Colony Club office with Certificate of Insurance for general liability coverage, a Certificate of Insurance for Workers Compensation coverage or State issued Workers Compensation Exemption Form and a copy of their professional license. Only the hatch in the hallway is to be used for access to the roof.
- 30. No condominium unit owner or their agent shall paint or otherwise decorate any portion of the balcony area that does not conform to the approved condominium colors. Further, no shutters of ANY kind shall be installed or attached to any portion of the balcony without the express permission, obtained in advance and in writing, of the Board of Directors.
- 31. No equipment owned by Palm Colony Club Condominiums used for maintaining the property will be loaned to anyone.
- 32. Permission from the office must be obtained prior to the removal of any clubhouse furniture. The only items of furniture which may be removed are card tables and folding chairs as designated by the office.
- 33. Work being done on an individual condominium unit may only be done between the hours of 8:00 AM and 6:00 PM Monday through Saturday, except in the case of an emergency.
- 34. If a unit is undergoing repairs, it is the unit owner's responsibility to make sure the common areas are cleaned up at the end of each day (hallways, sidewalks, yard, parking lot and streets). The unit owner shall be responsible for all costs associated to damaged Association property, caused by their contractors.

- 35. Under no circumstances are the portions of the condominium unit to be modified concerning those areas and items which are the responsibility of the Association, without the express approval of the Association.
- 36. Personal floor mats are not allowed in the hallways.

RECREATIONAL FACILITIES

GENERAL RULES

- 37. The recreational facilities are for the specific use of the residents only. Family members and bona fide house guests may use the recreational facilities after being registered by the resident with the Manager. All children under the age of fourteen (14) must be accompanied by a resident.
- 38. No more than four (4) guests of an apartment unit shall be permitted to use the common recreational facilities, including the swimming pool, at any one time, unless prior approval is obtained from the Manager.
- 39. Shoes, and clothing covering at a minimum an individual's entire torso, must be worn at all times while on the common areas, except at the swimming pool area.
- 40. No skate-boarding, roller-blading, roller-skating, scooter riding, etc. are allowed on the property. Kite flying and radio-controlled devices, including drones are prohibited as well.
- 41. No functions open to the community may be held in the common areas without the express permission of management. No gambling may take place in any of the common areas which violate the Florida Gambling Statutes.

CLUBHOUSE RULES

- 42. Reservations for the private use of the Clubhouse shall be made by filing an application with the Manager two weeks in advance for approval by the Association prior to use. The Clubhouse may only be rented by owners and renters. Holiday rentals will be approved on a case-by-case basis. No one condominium owner or tenant may reserve the clubhouse more than two (2) times during any calendar year.
- 43. A one hundred and fifty-dollar (\$150.00) reservation deposit will be required. The money will be refunded if the room is left clean, undamaged, and in good order. All trash must be emptied and properly disposed of in the trash room dumpster.

- 44. Private parties in the Clubhouse will be limited to residents and their guests. The number of party attendees is limited to 99. Reservations may be declined if it is determined that the number of outside guests will exceed the number of parking spaces available.
- 45. The Clubhouse is not to be used for business functions, religious functions, or moneymaking projects.
- 46. The pool, pool area and gas grill are not to be used for private parties.
- 47. The Clubhouse must be vacated no later than 11:00 P.M. Total rental time, including decorating and cleanup, may not exceed eight (8) hours.
- 48. No bathing suits or bare feet are allowed in the Clubhouse.
- 49. The clubhouse is not to be used for access to the pool area. Access is to the pool is by use of the gate by the laundry room.
- 50. All guests must sign pool sign-in sheet.
- 51. Unassigned

SWIMMING POOL RULES

- 52. Pool hours are 8:00 AM to 10:00 PM.
- 53. All persons using the pool do so at their own risk. Owners and management are not responsible for accidents or injuries.
- 54. NO pets are allowed in the pool area.
- 55. <u>NO</u> food may be brought into the pool area. Drinks in cans or plastic containers are permitted. Drinks are not allowed within four (4) feet of the pool. NO GLASS whatsoever shall be allowed in the entire pool area.
- 56. Unnecessary or loud noise will not be permitted at any time. Radios, boom boxes, and other audio equipment are not allowed using external speakers. Ear phones or ear buds must be used.
- 57. No running, pushing, or rough play is allowed in the pool area.
- 58. Only bathing suits are to be worn in the pool. Cutoffs or shorts are not allowed. Only proper swim attire may be worn. Thong or g-string style swim bottoms are not allowed.

- 59. Babies/infants must wear swimsuits while in the pool and must be potty-trained or wear a swimming diaper.
- 60. Surfboards, skim boards, rafts, toys, masks, fins, snorkels, foam noodles or other floating objects are <u>NOT</u> permitted in the pool or the pool area. Water wings and small baby floats (no larger than 32 inches in diameter) will be permitted.
- 61. Poolside furniture shall not be removed from the pool area.
- 62. When pool chairs or lounges are vacated, they are not to be reserved by placing towels or other items on them for other than short periods of time such as a swim in the pool.
- 63. Towels must be placed on chairs and lounges when using sun lotions.
- 64. When sun lotions have been used, a shower is required before entering the pool. Showers are located in the Clubhouse and the southwest corner of the pool area.
- 65. NO DIVING, JUMPING OR OTHER ROUGH BEHAVIORS are permitted in the pool.
- 66. SMOKING AND VAPING (ELECTRONIC CIGARETTES) ARE NOT ALLOWED ANYWHERE IN THE POOL AREA.
- 67. NO RUNNING OR ROUGH BEHAVIORS are allowed in the pool area.
- 68. Unassigned
- 69. Unassigned
- 70. Unassigned
- 71. Unassigned

TENNIS COURT RULES

- 72. Tennis Court hours are 8:00 AM until dusk.
- 73. Tennis shoes must be worn on the court.
- 74. Players must wear proper attire, including shirts covering their entire torso.
- 75. Courts may not be used for anything except tennis. No sports balls, roller skates, roller blades, skate boards or any items other than tennis equipment are allowed.

- 76. Pets and non-playing persons, including children are not permitted within court enclosure.
- 77. No food is permitted within the court enclosure. Drinks in cans or plastic containers are permitted. NO GLASS. Use trash containers provided to dispose of all refuse.
- 78. One court to a resident.
- 79. Singles are encouraged to accommodate waiting players by offering to play doubles.
- 80. When players are waiting, limit your play to 30 minutes for singles and one hour for doubles.
- 81. Only authorized personnel are to adjust equipment.

ADDITIONAL RULES PASSED BY THE BOARD OF DIRECTORS:

<u>Leasing of Units:</u> Upon leasing your unit you, as an owner, you have leased your privileges to your tenants. You no longer have access to the recreational facilities (clubhouse, pool, tennis courts, shuffleboard, etc.), unless you are a guest of someone living at Palm Colony Club. (Passed November 18, 1991)

Lockouts:

- 1. No charge to an owner/renter who might who lock themselves out of their unit during normal working hours of Monday-Friday from 8:00 AM to 4:30 PM.
- 2. A \$50.00 fee will be charged for all first-time offenders (residents) who need assistance from management after working hours on weekdays, weekends, holidays, etc. (Make a habit of locking your doors with your key and this will help prevent you from locking yourself out.)
- 3. Thereafter, a \$100.00 charge will be enforced for this service.
- 4. If it becomes necessary to engage a professional locksmith, it will be at the owner/renter's expense. (Passed April 11, 1992)

Glass Enclosures on Porches: At the April 1997 Board meeting, a motion was made and carried to allow glass enclosures on the porches, subject to approval by the Palm Colony office. Before construction can start, a set of plans and specifications must be submitted to the office for approval. One note of warning on this, if your porch will need concrete repairs, it is possible that this enclosure or parts of it may have to be removed. Please do not contract for enclosures or hurricane shutters until it can be determined what work will be required. Enclosures may use single or double hung windows, or awning type windows, as long as they conform to the standards set by the Board.

No carpet or tile will be allowed on the porches. No coverings will be allowed that will entrap water.

Palm Colony Club Condominium Association, Inc. 2700 North Hwy. MA, Indialantic, FL 32903

Phone: 321-777-0939 Fax: 321-777-0922

FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET AS OF 1/1/2019

Q: What are my voting rights in the condominium association?

A: The Owner(s) of each unit is entitled to cast one vote for the unit. Should a unit be co-owned, all co-owners must unanimously agree in regard to the casting of a vote for the unit? If title of unit is held in joint names of husband and wife, the one present and voting shall be presumed to have the consent of the other. (See By-Law Article IV, Section 7.)

Q: What restrictions exist in the condominium documents on my right to use my unit?

A: The Declaration of Condominium, including Article XVI, and the Rules and Regulations, provide specific restrictions regarding the use of units. These include prohibitions against the creation of nuisance, against the alteration of exterior appearances without Board approval, against keeping more than one dog (whose weight cannot exceed 15 pounds) or cat or two birds (parakeets or canaries), and requiring that a unit only be occupied for single family residential use, etc.

Q: What restrictions exist in the condominium documents on leasing of my unit type?

A: Declaration Article XVI, Section (E), establishes a minimum lease of 60 days. By-Law Article V, Section 11, establishes Association authority to approve and/or disapprove prospective unit leases.

Q: How much are my maintenance assessments to the condominium association for my unit type and when are they due?

A: Maintenance Assessments are due quarterly, on the first day of each quarter (January, April, July and October); these assessments are currently \$945.00 per quarter. If not paid when due, an interest penalty of 10% will be charged against the assessment, plus a late fee of \$1.00 per day late (up to \$25.00 or 5% of the delinquent assessment), as provided in the Declaration Article XII.

Q: Do I have to be a member in any other association? If so, what is the name of the association, what are my voting rights in this association, and how much are my assessments?

A: There is no requirement to be a member of any other associations.

Q: Am I required to pay land rent or land use for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: No.

Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.

A: No.

Q: Where do I purchase a set of Association documents? Is there a charge?

A: A complete and official copy of all recorded documents and recorded amendments for the Association may be had at the Public Records of Brevard County. A copy (one complete set) of the documents from the official records of the Association may be obtained from the manager at a cost of \$35.00. All owners have been provided a complete set of documents that should be transferred to new owners of a unit.

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS.