

**PALMA SOLA BAY CLUB ASSOCIATION, INC.
RULES AND REGULATIONS**

The Rules and Regulations hereinafter enumerated constitute the Rules and Regulations of the Association, promulgated pursuant to the Declaration of Condominium for Palma Sola Bay Club, a condominium (the "Declaration"), and shall be in effect until amended by the Board of Directors. 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.

1. 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 one (1) small potted plant in the immediate vicinity of the door to the Unit, so long as such plant and pot are maintained in good condition by the Owner, is not of an unreasonable size, and does not unreasonably interfere with access to the Unit, to other Units, the stairways or elevators. The Board may direct the removal of any plants that it determines not to be in compliance with these provisions. Live plants must be either in leak-proof containers, or with waterproof saucers beneath.
- (b)** Personal property of Occupants shall not be stored outside their Units, except as may be expressly permitted upon the Terrace. Drying racks and the drying of clothing or other fabrics or materials is not permitted on the Terraces. With Board prior approval, Owners may install ceiling fans in an off-white color on Terraces.
- (c)** 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.
- (d)** No person shall allow anything whatsoever to fall from the windows, stairs, landings, Terraces, entry ways or doors of the Condominium, nor sweep or throw any dirt, waste or other substances out of the Unit or its Limited Common Elements, or on the Common Elements of the Condominium.
- (e)** No sign, advertisement, notice 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 Section 12.7 of the Declaration.
- (f)** All blinds, drapes, curtains, shutters, shades, and other widow 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 such window. See Section 11.4(e) of the Declaration.
- (g)** 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.
- (h)** 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 Elements, including storage areas, except items necessary and suited for normal household use.

2. ALTERATION OF CONDOMINIUM: Owners are specifically cautioned that their right to make any addition, change, alteration, or decoration to their Unit or the exterior appearance of any portion of the Condominium is subject to the provisions of the Declaration of Condominium. For example, no Owner may 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 without the prior approval of the Board. There shall be no enclosure of a Terrace, nor shall an Owner attach or affix anything to the outside of the building. All additions, changes or alterations must be presented in writing to the Board of Directors for approval, accompanied by written plans when requested or drawings and specifications. The Board of Directors may approve such requests only if the Association is protected against, or indemnified as to, construction liens and/or claims arising from such work. Also see Article 11 of the Declaration.

3. USE RESTRICTIONS:

- (a) No Occupant shall make or permit any disturbing noises by himself, his 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.
- (b) 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.
- (c) Children of Occupants or Guests shall at all times be directly supervised, by, and the responsibility of, their parent(s). Full compliance with the Condominium Documents and the Rules and Regulations is required of children. Playing 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.
- (d) 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.
- (e) 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.
- (f) The Common Elements shall not be obstructed, littered, defaced or misused in any manner.
- (g) The Owner of a Unit is liable for any injury or damage caused by any object falling or blown from his Terrace. The Association reserves the right to require any item placed or stored on a Terrace to be secured if the item might be a safety hazard.
- (h) Watering of plants and sweeping or mopping of Terraces shall be carried out so as not to bother Occupants in lower Units or common areas. Hosing of Terraces is prohibited.
- (i) Skateboarding, roller boarding or roller skating on the walkways, driveways, or in hallways or in parking areas is prohibited.
- (j) 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.
- (k) Smoking including vaping is not permitted in each building's Common Areas or Limited Common Areas including the garages, by any entrance doors, on Unit Terraces, in the Clubhouse, pool area/fire pit, bocce court, observation deck, and BBQ or other recreational

common areas.

- (l) Owners may decorate their exterior doors and terraces with seasonal 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, white Christmas lights and blue/white or blue/silver Hanukkah lights. Other tasteful 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 common areas, including the landscaped areas around the buildings. The Board shall have authority to determine whether a holiday decoration is tasteful or not in its sole discretion.

4. ACCESS TO UNITS: The Association is entitled to access to the Units pursuant to Section 11.8 of the Declaration. It is each Owner's responsibility to make sure the Association has a pass key or duplicate key to the Unit. If there is a security system or other access code or device, the Owner shall provide the Association with such code or other information as is necessary for the Association to enjoy access to the Unit. The locks of each Unit are not to be changed or altered without providing the Association with a duplicate key.

5. ABSENCE OF OWNER: Any Owner who plans to be absent from his Unit for an extended period of time must prepare his Unit prior to his departure in the following manner:

- (a) By removing all furniture, plants and other objects from around the outside of the Unit; and
- (b) By designating a responsible caretaker to care for, monitor, and inspect his 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 the settings and operation of equipment to control temperature and humidity, in order to inhibit growth of mold and mildew. The Manager and the Association shall be provided with the name of each Owner's aforesaid designated caretaker. Such caretaker will notify the Association prior to making any entry to the Unit during the Owner's absence.
- (c) Although individual circuit breakers may be turned off, the main circuit breaker to the Unit shall not be turned off, nor shall any dehumidifier be turned off.

6. PETS: No pet shall be allowed to roam on the Condominium Property, all pets to be on a leash or be carried. 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 to the residents of the Condominium, whether because of barking, aggressive behavior or otherwise, be removed from the Condominium. All pet owners must register their pet(s) with the Board prior to occupancy. Feeding of birds, raccoons, or other wild animals, or maintaining a bird feeder station on Common Elements, is prohibited. Guests or Tenants shall not be permitted to bring pets onto the Condominium Property. No domestic birds of a variety that will emit sounds that could be heard in contiguous Units can be kept in a Unit. See also Section 12.3 of the Declaration.

7. VEHICLES AND PARKING:

- (a) Covered Limited Common Element parking spaces have been provided for the parking of Vehicles of Occupants and their Guests. 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. 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. See also Section 12.5 of the Declaration.
- (b) The Board may, in its sole discretion and on a case-by-case basis, allow a Unit Owner to place up to four motorized vehicles into the two parking spaces assigned to a Unit according to the following terms and conditions:

- Permitted vehicles are automobiles and certain recreational vehicles approved by the Board on a case-by-case basis, including but not limited to, motorcycles/scooters including three-wheel motorcycles, and personal water craft on trailers. However, non-motorized recreational vehicles are excluded.
 - No more than two Recreational or Ancillary Vehicles may be parked in one Parking space.
 - If two Passenger Vehicles are parked in the two parking spaces, one (and only one) - Ancillary or Recreational vehicle may be permitted to be parked in front of a Passenger Vehicle in a perpendicular fashion with Board approval after review of the proposed Vehicle. The Owner may not park more than one Ancillary or Recreational Vehicle if two Passenger Vehicles are parked in the two parking spaces.
 - In all cases, the vehicles must fit within the two parking spaces assigned to the Owner such that (i) the vehicles do not extend past the front parking curb, (ii) do not extend past the end of the parking spaces in a manner that would negatively impact the ability of other Owners to access their assigned areas, (iii) do not extend over the parking lines into contiguous parking spaces, (iv) do not impact the ability to walk between the parking garage walls and parking areas, and (v) do not negatively impact the ability of other Owners to enter and exit their vehicles located in contiguous parking areas. This determination shall be at the sole discretion of the Board on a case-by-case basis.
 - Provided that the Board has authorized an Owner to park more than two vehicles in the Owner's two allotted parking spaces, should the Owner replace one vehicle with another vehicle, the owner shall be required to re-obtain Board approval to park more than two vehicles in the owner's two allotted parking spaces subject to the terms and conditions above.
All Vehicles must be owned by and for the exclusive use by Owner.
- (b) No repairs or maintenance of Vehicles may be performed, except emergency repairs.
- (c) 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.
- (d) Bicycles may not be kept or stored on a Terrace or in any hallway or Limited Common Element parking space, but must be kept and stored inside the Unit.
- (e) Owners, Tenants, Guests and other Occupants, shall observe traffic directional signals, and one way signs at all times.
- (f) Owners may wash their vehicles only in parking area(s) designated by the Board. This right does not extend to guest of Owners or renters.
- (g) The Board may change both the location and number of non-Limited Element parking areas in its sole discretion.

8. **TERRACES:** Gas, charcoal and electric grills are prohibited on Terraces. See Section 12.10 of the Declaration.

9. **RULES REGARDING OWNER PARTICIPATION AT ASSOCIATION MEETINGS.**

- (a) **Attendance at Board and Committee Meetings.** Every Owner shall the right to attend Board and Committee Meetings except as may be provided by law. No person other than an Owner may be permitted to attend such meetings, except for persons invited or permitted to attend by the Board or committee.
- (b) **Participation at Meetings.**

- (1) Every Owner shall have the right to participate in meetings of the Board and Committees, to the extent required and permissible under applicable law, subject to the rules contained herein.
- (2) Statements by Owners at meetings shall be restricted solely to agenda items. No other statements shall be permitted, except as may be authorized by the chairperson or a committee, in his, her, or its sole discretion.
- (3) An Owner may speak only once on each agenda item and the Owner statement shall not exceed three (3) minutes. The chairperson of the meeting shall give the floor to any Owner desiring to speak subsequent to the calling of the agenda item, and prior to the discussion and vote of the Board or committee, as applicable, upon the agenda item. After each Owner has had an opportunity to speak, the chairperson shall announce that the Owner statements are concluded, thereby ending Owner discussion on, or participation with respect to, that agenda item.
- (4) Owners may not make or second motions, may not participate in the discussions after Owner discussion is concluded on that subject, and may not vote.
- (5) Owners shall have the right to attend and speak at meetings of the members of the Association, but statements by Owners at such meetings shall be restricted solely to agenda items and other matters that may properly come before the Association meeting. An Owner will be permitted to speak only once on each agenda item, or any other topic brought before the membership, and the Owner's statement shall not exceed three (3) minutes. The chairperson of the meeting shall open the floor to Owner statements subsequent to the calling of the agenda item, and prior to the vote of the Owners upon the agenda item.
- (6) Any Owner wishing to video or audio tape a meeting of Members, the Board, or a committee must comply with these provisions.
 - (a) Audio and video equipment and devices that Owners are authorized to use at any such meeting must not produce any distracting sound or light emissions.
 - (b) Audio and video equipment will be assembled and placed in a location that is acceptable to the Board or the committee before the beginning of the meeting.
 - (c) Anyone video taping or recording a meeting will not be permitted to move about the meeting room in order to facilitate the recording.
 - (d) At least twenty-four (24) hours advanced written notice will be given to the Board by any Owner desiring to use any audio or video equipment to record a meeting.

10. PROVISIONS FOR OWNER INQUIRIES AND ASSOCIATION'S OBLIGATION TO RESPOND:

When an Owner files a written inquiry by certified mail with the Board of Directors, the Board shall respond in writing to the Owner within thirty (30) days of the receipt of the inquiry. The Board's response shall either (a) give a substantive response, (b) notify the inquirer that a legal opinion has been requested, or (c) notify the inquirer that advice has been requested from the Division of Florida Land Sales, Condominiums And Mobile Homes. If advice has been requested from the Division, the Board shall provide a written substantive response to the inquirer within ten (10) days of receipt of the advice. If a legal opinion is requested, the Board shall provide a written substantive response to the inquirer within sixty (60) days of receipt of the inquiry. The Association shall not be obligated to respond to more than one (1) written inquiry from an Owner filed by certified mail in any given 30-day period. Any additional inquiry or inquires shall be responded to in the subsequent 30-day period or periods.

11. CLUBHOUSE: The clubhouse/fitness center is open 24 hours per day. The upstairs are of the clubhouse may be reserved by Owners for exclusive use through the Association except on major holidays. The pool, pool deck, putting green, bocce court, and observation deck hours of operation are dawn to dusk. The fire pit hours of operation are noon until 10pm.