UPDATED JUNE 2024

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. **APPLICATION FEE -** $75.00 (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

DATE_____ BUILDING#_____ UNIT#_____

HOME PHONE#_____ CELL PHONE#_____

PRIMARY EMAIL ADDRESS_____

SECONDARY EMAIL ADDRESS _____

NUMBER OF OWNERS_____ (ALL OWNERS MUST SIGN)

OWNERS NAME (PRINT) _____ _____

OWNERS SIGNATURE _____ _____

AWAY ADDRESS _____ AWAY PHONE#_____

CITY_____ST_____ZIP_____

AUTHORIZED OR DESIGNATED VOTER TO REPRESENT THIS UNIT – SELECT ONE FROM ABOVE ONLY

NAME_____ (Authorized voter must be an owner)

FULL TIME RESIDENT - SEASONAL RESIDENT - RENTAL UNIT OWNER (Circle one)

DO YOU HAVE A PET? YES or NO (Circle one). If yes, fill out "Pet Registration Form"

A COPY OF YOUR UNIT KEY OR THE KEY CODE FOR YOUR ELECTRONIC LOCK IS REQUIRED TO BE KEPT ON FILE AT THE OFFICE FOR EMERGENCY PURPOSES.

EMERGENCY CONTACT INFORMATION	EMERGENCY CONTACT INFORMATION
Name _____	Name_____
Email _____	Email _____
Phone_____	Phone_____
Relationship_____	Relationship_____

Vehicle 1 Parking Permit #_____

Year _____ Make _____ Model _____ Color _____ License#_____

Vehicle 2 Parking Permit #_____

Year _____ Make _____ Model _____ Color _____ License#_____

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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 #_____

BUYER / TENANT CONTACT PHONE NUMBER (circle one) _____

I (We) undersigned, hereby acknowledge that I (we) have read and understand the Rules and Regulations of Palm Colony Club Condominium Association, Inc.

I (We) also understand the Condominium Document and will abide by the regulations that it holds.

I (We) also agree that upon notification of any infraction of the terms of my lease or Rules and Regulations, I (we) will vacate the premises within fourteen days. If I (we) do not vacate the premises within thirty days, I (we) will be responsible for all costs incurred in my (our) removal from said premises.

I (We) hereby certify that I (we) will abide by the Rules and Regulations and by the Palm Colony Club Condominium Documents.

_____ _____
PRINT NAME SIGNATURE

_____ _____
PRINT NAME SIGNATURE

_____ _____
PRINT NAME SIGNATURE

_____ _____
PRINT NAME SIGNATURE

ADMINISTERED BY: _____ DATE: _____

_____ _____

SCREENING AUTHORIZATION FORM

Name:_____ Sex:_____

Address:_____

City: _____

State: _____ Zip:_____

Social Security Number:_____ Date of Birth:_____

I give my authorization to the Accudata Holdings, LLC client below, Accudata Holdings, LLC or any party or agency contacted by the aforementioned to obtain and verify the above information, concerning a credit report, criminal records, motor vehicle and other history. I understand that inquiries may be made to various federal and state agencies, employers, and references.

Applicant's Signature _____ Date_____

SCREENING AUTHORIZATION FORM

Name:_____ Sex:_____

Address:_____

City: _____

State: _____ Zip:_____

Social Security Number:_____ Date of Birth:_____

I give my authorization to the Accudata Holdings, LLC client below, Accudata Holdings, LLC or any party or agency contacted by the aforementioned to obtain and verify the above information, concerning a credit report, criminal records, motor vehicle and other history. I understand that inquiries may be made to various federal and state agencies, employers, and references.

Applicant's Signature _____ Date_____

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RECEIPT OF DOCUMENTS

The following documents have been received by the undersigned prospective owner.

_____ FREQUENTLY ASKED QUESTIONS AND ANSWERS

_____ EMERGENCY ACTION PLAN

_____ PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC. DOCUMENTS, WHICH INCLUDE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION AND BY-LAWS.

_____
Owner Signature Date

_____
Owner Signature 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 breed) **MUST SUPPLY PICTURE OF PET**

Name of veterinarian: _____

Address of veterinarian: _____

Phone number of veterinarian: _____

Below to be completed and signed by veterinarian

Name of pet: _____ **Weight:** _____

I hereby certify that the animal listed above has received all necessary vaccinations.

_____ _____

Signature of veterinarian **Date**

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

RULES & REGULATIONS
(Revised and Amended April 29, 2024)

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 kinds shall be observed.

3. No resident shall use his/her 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. No upstairs units are allowed to use chairs with rollers. Furthermore, if a unit owner of a second-floor unit wants to replace their floor coverings, it is a requirement that underlayment must be installed meeting the criteria of a sound transmission class of no less than 50 and an impact insulation class of no less than 50.

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, or on the Common Elements, in such a manner as to disturb or annoy other occupants of the condominium or the Common Elements. 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 or balconies. One U.S. flag no larger than 3 feet by 5 feet may be placed on the porch or balcony, but it must be displayed at least 3 feet from the porch/balcony enclosure. Nothing else may be stored on a porch.

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 PLASTIC BAGS AND SECURELY TIED. All recyclable materials are to be placed in the recycling bins. Plastic, glass, aluminum and tin containers are allowed; plastic bags, styrofoam and take-out food containers are not allowed. Cardboard boxes **must** be broken down before placing in recycling bins. Carpeting, major appliances, construction materials, paint, fluorescent light bulbs, furniture, sinks, toilets, cabinets, floor coverings (carpet, tile, laminate) 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 the clubhouse. Children under 14 years of age 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. No charging of motorized apparatus or toys is allowed in the Common Elements. Electric bikes may not be stored in units.

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. DRYING OF TOWELS, SWIMWEAR, CLOTHING OR ANY OTHER ITEM ON PORCHES IS PROHIBITED.

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, unless written approval is given by Management. Satellite-receiving devices shall be allowed to the extent provided under Federal law.

16. Exterior glass and porch/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 signs of any kind, foil, aluminum, plastic, paper, cardboard, or other materials shall be affixed to, placed in, against, or adjacent to any windows or screens so as to be visible from the exterior of the buildings. If aftermarket window-tinting material has been added to windows, it must be kept in "like-new" condition.

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. In lieu of a dog or cat, 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. All new residency applicants who are bringing a pet must include a picture of the pet at the time of application. Any residents who don't have a pet and plan to add one, must furnish all of the same information. These records must be updated annually.

18. Any dog or cat shall be carried or be on a leash at all times when outside the condominium unit. Pet owners must clean up any pet droppings, or any other debris from pet. 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 of any kind, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted, or affixed, 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 12-month period. An adult family member is defined as a family member who does not have ownership rights who will be residing at the unit for more than a period of 30 days in a 12-month period.

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 also 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. Once a year, management and board members may enter each unit to inspect the water heater, water alarm, toilets, sinks and associated plumbing, with 24-hour notice of said inspection.

25. 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, vans, motorcycles, or other vehicles or objects shall be placed on condominium property. Minivans are allowed. 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 parking space 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 and seven and one-half feet (90 inches) in width. The length 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 on the front and back of vehicle (except permitted handicapped) must be detachable and be removed while parked on the property.
i) Under no circumstances will any vehicles be allowed to park on the grass or sidewalks.
j) Any vehicle leaking fluids onto the pavement must be removed from the community until repairs have been made.
k) Golf carts will be allowed to enter the community to pick up or drop off someone, but they may not be parked here at all. Drivers of such carts must be licensed and insured.

26. 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 must be given to management.]

27. 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 at a temperature no higher than 80 degrees to discourage mold.

28. In the absence of the owner or tenant from the unit, a responsible firm or individual must be designated by the owner or tenant to inspect the unit every 14 days to monitor unit for any damage. The name and telephone number of the designated party must be given to Management. (NO employee of Palm Colony Club Condominium Association shall be so designated.)

29. All units must have a water alarm placed on the floor of the water heater closet. The unit must be made available for an annual inspection by Management/board personnel upon 24-hours notice.

30. Each owner shall furnish the Manager keys or keypad codes 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.

31. 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.

32. 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.

33. No equipment owned by Palm Colony Club Condominiums used for maintaining the property will be loaned to anyone.

34. 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.

35. 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.

36. 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). If a unit is going to be renovated or have major repairs done, Management must be notified of who the contractor(s) is and what work is to be done. In addition, a cleanup clause needs to be stipulated in the signed contract or proposal/estimate, for all common areas impacted by the work. The unit owner shall be responsible for all costs associated with damaged Association property caused by their contractors.

37. 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.

38. Personal floor mats and other personal property are not allowed in the hallways. The Association will remove the items from the hallways if they are not removed immediately upon notification.

RECREATIONAL FACILITIES

GENERAL RULES

39. The recreational facilities are for the specific use of the residents only. Family members and bona fide houseguests 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.

40. No more than six (6) persons from any individual unit are allowed in the pool, pool area or any other common recreational facilities at any one time unless prior written approval is obtained from the Manager. This includes occupants and guests.

41. 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.

42. No skateboarding, rollerblading, roller-skating, scooter-riding, etc. are allowed on the property. Kite-flying and radio-controlled devices, including drones, are prohibited as well.

43. 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

44. 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.

45. 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.

46. 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.

47. The Clubhouse is not to be used for business functions, religious functions, or moneymaking projects.

48. The pool, pool area and gas grill are not to be used for private parties.

49. 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.

50. No bathing suits or bare feet are allowed in the Clubhouse.

51. The clubhouse is not to be used for access to the pool area. Access to the pool is by use of the gate by the laundry room.

SWIMMING POOL RULES

52. All guests must sign pool sign-in sheet.

53. Pool hours are 8:00 AM until dusk.

54. Bathing Load: 17 persons.

55. Shower before entering.

56. Do not swallow pool water.

57. Pool maximum depth: 9 FEET

58. All persons using the pool do so at their own risk. Owners and Management are not responsible for accidents or injuries.

59. NO pets, other animals or GLASS are allowed in the pool area.

60. NO food may be brought into or consumed in the pool area. No beverages are allowed in the pool or on the wet deck (within four (4) feet of the pool). Drinks in cans or plastic containers are allowed in all other pool areas. Commercially bottled water in plastic bottles is allowed on the wet deck for pool-patron hydration.

61. Unnecessary or loud noise will not be permitted at any time. Radios, boom boxes, tablets and other audio equipment using built-in or external speakers are not allowed. Earphones or earbuds must be used.

62. No running, pushing, or rough play is allowed in the pool area.

63. 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.

64. Babies/infants must wear swimsuits while in the pool and must be potty-trained or wear a swimming diaper.

65. Surfboards, skim boards, rafts, balls, frisbees, toys, masks, fins, snorkels, foam noodles or other floating and non-floating objects are **NOT** permitted in the pool or the pool area. Water wings and small baby-floats (no larger than thirty-two (32) inches in diameter) will be permitted.

66. Poolside furniture shall not be removed from the pool area.

67. 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.

68. Towels must be placed on chairs and lounges when using sun lotions.

69. 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.

70. NO DIVING, JUMPING OR OTHER ROUGH BEHAVIORS are permitted in the pool.

71. SMOKING AND VAPING (ELECTRONIC CIGARETTES) ARE NOT ALLOWED ANYWHERE IN THE POOL AREA.

72. NO RUNNING OR ROUGH BEHAVIORS are allowed in the pool area.

73. No more than six (6) persons from any individual unit are allowed in the pool or pool area. This includes occupants and guests.

TENNIS COURT RULES

74. Tennis Court hours are 8:00 AM until dusk.

75. Tennis shoes must be worn on the court.

76. Players must wear proper attire, including shirts covering their entire torso.

77. Courts may not be used for anything except tennis. No sports balls, roller-skates, rollerblades, skateboards or any items other than tennis equipment are allowed.

78. Pets and non-playing persons, including children, are not permitted within court enclosure.

79. 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.

80. One (1) court to a resident.

81. Singles are encouraged to accommodate waiting players by offering to play doubles.

82. When players are waiting, limit your play to thirty (30) minutes for singles and one (1) hour for doubles.

83. Only authorized personnel are to adjust equipment.

ADDITIONAL RULES PASSED BY THE BOARD OF DIRECTORS:

Leasing of Units: Upon leasing your unit you, as an owner, 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 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 to prevent 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, modified May 24, 2018)

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.

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

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.

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 1/1/2024

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 $1710.00 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.