

Sale

Buyers Name: _____

Unit: _____

_____Application to Background check \$150.00

_____Fee Paid

_____Copy of Contract

_____Estoppel Completed \$250.00 Fee

_____Document Cost \$75.00

_____Condo Questionnaire \$200.00

_____Receipt of Palmsea House Rules

_____Emergency Information

_____Family Member Roster

_____Agreement for Disposition of Packages, Boxes & Mail For Unit Owner

_____Parking Space # & Vehicle ID Storage unit

_____Parking Sticker

_____Approval of Transfer

Interview Date: _____

Director: _____

Director: _____



palmsea
CONDOMINIUM, INC.

3520 South Ocean Blvd. • South Palm Beach, FL 33480
Phone (561) 586-6345 • Fax (561) 588-9382

APPLICATION FOR OCCUPANCY

*THIS APPLICATION IS FOR A SINGLE PERSON OR A
MARRIED COUPLE ONLY*

Complete all questions and fill in all blanks. If any question is not answered or left blank, this application may be returned, not processed and/or not approved. Print legibly or type all information. Missing information will cause delays.

All information on this application will be verified.

PLEASE USE BLACK INK.

NOTE: All telephone numbers must be able to be reached between 9-5P.M. Date _____
Please write property address as it should appear on your invoice.

Purchase _____ Lease _____ Apt _____ Bldg. No. _____

Full Name: _____ Maiden Name: _____

Property Address: _____ Date of Birth: _____ SS# _____

Phone: _____ (_____) Single (_____) Married (_____) Divorced – How Long _____

Have you ever been convicted of a crime Yes No Date(s): _____ County/State Convicted in: _____

Charge(s): _____

Spouse's Name: _____ Maiden Name: _____

Date of Birth: _____ SS# _____ Have you ever been convicted of a crime Yes No

Date(s): _____ County/State Convicted in: _____ Charge(s): _____

No. of people who will occupy unit – (over age 18): _____ Names and ages of others who will occupy unit: _____

Have any of the other occupants been convicted of a crime Yes No. If Yes, Explain: _____

_____ In case of emergency notify: _____

Phone: _____ Address: _____

PART 1 – RESIDENCE HISTORY

(PLEASE PRINT FULL ADDRESS, INCLUDING UNIT#, CITY, STATE & ZIP CODE)

A. Present Address: _____ City _____
State _____ Zip Code: _____ From: _____ To: _____

B. Previous Address: _____ City _____
State _____ Zip Code: _____ From: _____ To: _____

PART 11 – EMPLOYMENT REFERENCES

- A. Employed by: _____ Position: _____ Phone: _____
How long: _____ Address: _____
- B. Spouse's Employment: _____ Position: _____ Phone: _____
How long: _____ Address: _____

PART 111 – CHARACTER REFERENCES (No family members)

1. Contact Name: _____ Phone: _____
Address: _____ How Long: _____
2. Contact Name: _____ Phone: _____
Address: _____ How Long: _____
3. Contact Name: _____ Phone: _____
Address: _____ How Long: _____

Number of Cars: _____

Driver's License Number (Primary Applicant) _____ State: _____

Driver's License Number (Secondary Applicant) _____ State: _____

Make: _____ Type: _____ Year: _____ License Plate#: _____

Make: _____ Type: _____ Year: _____ License Plate#: _____

If this application is not legible or is not completely filled out, Associated Credit (and the Association) will not be liable or responsible for any inaccurate information in the investigation and related report (to the Association) caused by such omissions or illegibility.

By signing the applicant recognizes that the Association Credit will investigate the information supplied by the applicant and a full disclosure of pertinent facts will be made to the Association. The investigation may be made of the applicant's character, general reputation, personal characteristics, credit standing, police arrest record and mode of living as applicable. This form is for the exclusive use of Associated Credit Reporting, Inc.

Applicant's Signature: _____ Date: _____

Spouse's Signature: _____ Date: _____



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EMERGENCY INFORMATION

Apartment Building & No. _____ Date: _____

Name: _____

Name of Doctor (Local) _____ Phone: _____

Name of Doctor (Other) _____ Phone: _____

Name of Hospital: _____

Existing or Past Conditions: _____

Heart Problem: _____ Emphysema: _____ Diabetic: _____ Asthmatic: _____

Blood Pressure: _____ Cancer: _____ Sight: _____ Hearing: _____ Pacemaker: _____

Please list any other ailments we should be aware of: _____

Please list any medications taken: _____

In Case of Emergency: Notify: _____

Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____



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**AGREEMENT FOR DISPOSITION
OF PACKAGES, BOXES & MAIL FOR UNIT OWNER**

UNIT OWNER'S NAME: _____

BUILDING NAME: _____ UNIT#: _____

Owner authorizes Palmsea Condominium, Inc. (Through its' employees to accept delivery of packages, when delivery is attempted at the Association's office on behalf of the Owner pursuant to this Agreement.

The Association may establish whatever procedures it deems appropriate to accept delivery of packages and may terminate such services(s) and this Agreement at any time without the consent of the Owner.

To the greatest extent allowed by law, the Owner shall indemnify, defend and not hold harmless the Association and its officers, directors, members, employees and agents from any and all liability, injury, damage, loss, cost, expense, cause of action or claim of any kind whatsoever related, directly or indirectly to the service performed under this Agreement by the Association or any employee or agent thereof, for the Owner, or anyone claiming by, through, or on behalf of the Owner.

This Agreement may be terminated by either party, at any time.

Please select one of the following three choices:

1. _____ I request all boxes, packages and mail received at the Association's Office to be placed in my unit.
2. _____ I request all boxes, packages and mail received at the Association's Office to be left at the front door of my unit.
3. _____ I do not desire the Association's Office to accept any of my boxes, packages or mail.

Please select one of the following two (2) choices:

1. _____ I give my permission for all my mail requiring a signature to be accepted and signed for by an employee of the Association.
2. _____ I do not give my permission for my mail requiring a signature to be accepted and signed for by an employee of the Association.

UNIT OWNER SIGNATURE: _____ DATE: _____

In the absence of this completed signed form, the Association's Office will accept NO deliveries for your unit.

LETTER OF IMDEMNIFICATION

I/we, _____, hereby indemnify Palmsea Condominium, Inc. and all of its employees from accepting any and all packages from any delivery companies, including but not limited to UPS, FedEx and United States Postal Services. I/we fully understand that Palmsea Condominium and its employees cannot be responsible for any loss and/or breakage of any package(s). It is further understood that at the convenience of the association any packages received will be left at the front door of our unit without notification or I/we may pick up packages at the office during normal business hours. In addition any guests must be registered with the office if packages are expected, names that are unknown by the association will not accept any packages that are delivered.

Signed this _____ day of _____, 20_____

By: _____ Unit No.: _____
PRINT NAME

SIGNATURE

SECOND NAME: _____



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Email: palmsea3520@comcast.net

RESIDENT INFORMATION FORM

PLEASE PRINT INFORMATION ONLY

LAST NAME: _____ FIRST NAME: _____

LAST NAME: _____ FIRST NAME: _____

BUILDING: _____ UNIT NUMBER: _____

TELEPHONE & EMAIL INFORMATION:

LOCAL NUMBER: _____

CELL PHONE: _____

SECOND NUMBER: _____

THIRD NUMBER: _____

EMAIL ADDRESS: _____

2ND EMAIL ADDRESS: _____

DIRECTORY ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

ALTERNATE ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

UNIT KEYS MUST BE ON FILE WITH THE OFFICE, FAILURE TO DO SO MAY RESULT IN BREAKING LOCK/DOOR TO UNIT.

I DO NOT WISH TO HAVE MY PERSONAL INFORMATION PUBLISHED IN THE DIRECTORY.

I AUTHORIZE PALMSEA TO ACCEPT PACKAGES ON MY BEHALF AND HAVE SIGNED RELEASE FORM.

SIGNATURE

DATE



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FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

- Q. What are my voting rights in the Condominium Association?
- A. ***Each apartment unit is entitled to one vote in the affairs of the Condominium. Section 2.3 of the By-Laws requires the owners of any apartment owned by more than one person or by a corporation to designate by written certificate who shall be the authorized voting representative for the apartment. This includes a unit owned by a husband and wife. Section 2.3 of the By-Laws provides that an owner may vote in person or by proxy, subject to the restrictions contained in the Condominium Act, and the Condominium Documents.***
- Q. What restrictions exist in the Condominium Documents on my right to use my unit?
- A. ***Article 10 of the Declaration of Condominium provides use restrictions concerning use of units, and a copy of the current Rules and Regulations is attached hereto for reference.***
- Q. What restrictions exist in the Condominium Documents on the leasing of you unit?
- A. ***Must own unit for at least twelve months prior to leasing. Leasing and rental of all units is subject to review and approval by the Association, prior to any occupancy by a renter. Nor rooms may be rented to transient tenants accommodated. Section 10.5 of the Declaration of Condominium provides specific requirements for leasing approval. No owner is permitted to lease their apartments no less than 3 months & no more than 6 months in any twelve month period.***
- Q. How much are my assessments to the Condominium Association for my unit type and when are they due?
- A. ***The percentage of ownership in the common elements and common surplus appurtenant to each unit is set forth in Section 4.1 of the Declaration of Condominium and Exhibit A to the Declaration of Condominium. Two bedroom apartments are currently assessed at the rate of \$735.14 per month and three bedroom apartments are currently \$1015.02 per month, payable to Palmsea Condominium, Inc. and due on the 1st day of each month.***



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- Q. Do I have to be a member in any other Association? If so, what is the name of the Association and what are my voting rights in the Association? Also, how much are my Assessments?
- A. **No.**
- Q. Am I required to pay rent or land use fees 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 a liability in excess of \$100,000.00? If so, identify each such case.
- A. **No.**

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.

Updated 5/31/19



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VERIFICATION OF RECEIPT

- PALMSEA HOUSE RULES
- QUESTION & ANSWER SHEET
- APPLICATION FOR RESIDENCY

Signature

Date: _____

Signature

Date: _____



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RESIDENT VEHICLE INFORMATION FORM

LAST NAME: _____ FIRST NAME: _____

LAST NAME: _____ FIRST NAME: _____

BUILDING: _____ UNIT NUMBER: _____

NUMBER OF VEHICLES: _____ PARKING SPACE NUMBERS: _____

MAKE/MODEL: _____ MAKE/MODEL: _____

LICENSE PLATE #: _____ LICENSE PLATE #: _____

DO YOU ALLOW ANY OTHER RESIDENT(S) TO USE YOUR SPACE WHEN YOUR NOT AT PALMSEA?

- YES
- NO

IF SO PLEASE PROVIDE THEIR INFORMATION BELOW:

LAST NAME: _____ FIRST NAME: _____

BUILDING: _____ UNIT NUMBER: _____

SIGNATURE

DATE



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APPROVAL OF TRANSFER

KNOW ALL MEN THESE PRESENTS: That pursuant to the Declaration and By-Laws of Palmsea Condominium, Inc. The Condominium Association by and through its undersigned authorized officer (s) does, by these presents, approve the transfer of that its Board of Directors has approved, and does, by these presents, approve the transfer of that certain condominium parcel described as:

Unit Number _____

From: _____

To: _____

IN WITNESS WHEREOF, The Association has caused these presents to be executed this ____ / ____ /20__

PALMSEA CONDOMINIUM, INC.

_____ Title,

_____ Title,

(Corp Seal)

STATE OF FLORIDA

COUNTY OF PALM BEACH

THE FOREGOING INSTURMENT was acknowledged before me on this ____ / ____ / ____ by _____ and _____ personally known to me to be the _____ and _____ Palmsea Condominium, Inc. And acknowledged executing the same freely and voluntarily under authorization duly vested in them by the Association

Notary Signature

Print Notary Name & Cert. No.
Commission Expires - ____ / ____ 20__

BACKGROUND CHECK INFORMATION

Please complete this section:

Company: Palmsea Condominium, Inc

Applicant Name: _____
on Driver's License/ID *Last* *First* *Middle* *Suffix*

Alias/AKA*: _____
Last *First* *Middle* *Suffix*

Social Security Number*: _____ Date of Birth* (MM/DD/YYYY): _____

Driver's License (DL) State: _____ DL No.: _____ DL Exp. Date: _____

Current Physical Address: _____ Apt: _____
NOT P.O. Box _____
City _____ *State* _____ *Zip Code*

Phone Number: _____ Email Address: _____

**This information will be used for background check purposes only and will not be used as hiring criteria.*

Please complete this section if check box is checked: May we contact the current employer? Yes No

EMPLOYMENT HISTORY

1. Former Employer Name: _____
Address: _____
City _____ *State* _____ *Zip Code*

Position/Title: _____ Dates of Employment: _____ Department Worked In: _____

Supervisor Name: _____ Supervisor Telephone: _____ Supervisor Email: _____

2. Former Employer Name: _____
Address: _____
City _____ *State* _____ *Zip Code*

Position/Title: _____ Dates of Employment: _____ Department Worked In: _____

Supervisor Name: _____ Supervisor Telephone: _____ Supervisor Email: _____

3. Former Employer Name: _____
Address: _____
City _____ *State* _____ *Zip Code*

Position/Title: _____ Dates of Employment: _____ Department Worked In: _____

Supervisor Name: _____ Supervisor Telephone: _____ Supervisor Email: _____

REFERENCES

1. Name: _____ Relationship: _____ Telephone: _____ Email: _____

2. Name: _____ Relationship: _____ Telephone: _____ Email: _____

3. Name: _____ Relationship: _____ Telephone: _____ Email: _____

EDUCATION HISTORY (highest level or most relevant to position applied for)

School Name: _____ Did you graduate? Yes No GED
City _____ *State* _____ *Zip Code*

Degree: _____ Major: _____ Name Used During Attendance: _____

Attendance Dates: _____ Graduation/GED Date: _____

EMPLOYMENT BACKGROUND CHECK DISCLOSURE AND AUTHORIZATION

DISCLOSURE

Palmsea Condominium, Inc

____ (“Company”) may obtain information about you from ClearStar Logistics, Inc., PO Box 1003, Cumming, GA 30028, 877-796-2559, or another third-party consumer reporting agency, for employment purposes, including without limitation, for the purpose of evaluating you for employment, promotion, reassignment and retention as an employee, at any time prior to or during your employment, if applicable, and without giving you any further notice. Thus, you may be the subject of a background check, also known as a “consumer report” and/or an “investigative consumer report,” which may include information about your character, general reputation, personal characteristics, and/or mode of living. These reports may contain, without limitation, all or some of the following types of information about you: credit history, social security number verification, address and alias history, personal references, professional references, employment history, educational history, licenses, certifications, motor vehicle records, driving records, criminal history, and civil court record history. Credit history will only be requested where such information is substantially related to the duties and responsibilities of the applied-for position. You have the right to know whether a consumer report has been obtained about you; and you have the right to request a copy of any report obtained by Company, a copy of “A Summary of Your Rights Under the FCRA,” and a complete and accurate written disclosure of the nature and scope of any investigative consumer report obtained by Company. An investigative consumer report is information on an individual's character, general reputation, personal characteristics, or mode of living is obtained through a personal interview with an information source. The nature and scope of the most common form of investigative consumer report obtained for employment purposes is an interview with a reference, employer, coworker, supervisor, or customer.

New York and Maine residents only: You have the right to inspect and receive a copy of any investigative consumer report requested by Company by contacting the consumer reporting agency identified above directly. You may contact the Company to request the name, address and telephone number of the nearest unit of the consumer reporting agency designated to handle inquiries, which the Company shall provide within 5 days.

New York residents only: Upon request, you will be informed whether or not a consumer report was requested by Company, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. By signing below, you acknowledge receipt of Article 23-A of the New York Correction Law.

Oregon residents only: Information describing your rights under federal and Oregon law regarding consumer identity theft protection, the storage and disposal of your credit information, and remedies available should you suspect or find that the Company has not maintained secured records will be provided upon request.

Washington State residents only: You have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

AUTHORIZATION

I acknowledge receipt of the Background Check Disclosure and A Summary of Your Rights Under the FCRA, and certify that I have read and understand both documents. I hereby authorize Company to obtain background check information, including consumer reports and investigative consumer reports, about me from ClearStar Logistics, Inc., or another third-party consumer reporting agency, for employment purposes, including without limitation, for the purpose of evaluating you for employment, promotion, reassignment and retention as an employee, at any time prior to or during my employment, if applicable, and without giving me any further notice. To this end, I hereby authorize, without reservation, any credit bureau, creditor, employer, coworker, supervisor, customer, institution, school, college, university, license or certificate granting entity, state department of motor vehicles, state department of revenue, court, governmental agency, law enforcement agency, information service bureau, insurance company, other record-keeping agency, person, administrator, organization, company, corporation, entity, and any other information source, to furnish any and all background information requested by ClearStar Logistics, PO Box 1003, Cumming, GA 30028, 877-796-2559, www.clearstar.net, another third-party acting on behalf of Company, and/or Company itself, and regardless of whether the requested information was received from another source. I agree that a copy of this Authorization shall be as valid as the original.

New York residents only: By signing below, you acknowledge receipt of Article 23-A of the New York Correction Law.

Minnesota and Oklahoma residents only: Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company.

California residents only: By signing below, you also acknowledge receipt of the NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW. Please check this box if you would like to receive a copy of an investigative consumer report or consumer credit report at no charge if one is obtained by the Company whenever you have a right to receive such a copy under California law.

Authorization Signature

Date

First Name

Middle Name

Last Name

Para información en español, visite www.consumerfinance.gov/learnmore o escriba a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identify theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.

- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:

1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.

b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:

2. To the extent not included in item 1 above:

a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks

b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act

c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations

d. Federal Credit Unions

3. Air carriers

4. Creditors Subject to Surface Transportation Board

5. Creditors Subject to Packers and Stockyards Act

6. Small Business Investment Companies

7. Brokers and Dealers

8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations

9. Retailers, Finance Companies, and All Other Creditors Not Listed Above

CONTACT:

a. Bureau of Consumer Financial Protection
1700 G Street NW
Washington, DC 20552

b. Federal Trade Commission: Consumer Response Center
– FCRA Washington, DC 20580
(877) 382-4357

a. Office of the Comptroller of the Currency
Customer Assistance Group
1301 McKinney Street, Suite 3450
Houston, TX 77010-9050

b. Federal Reserve Consumer Help Center
P.O. Box 1200
Minneapolis, MN 55480

c. FDIC Consumer Response Center
1100 Walnut Street, Box #11
Kansas City, MO 64106

d. National Credit Union Administration
Office of Consumer Protection (OCP)
Division of Consumer Compliance and Outreach (DCCO)
1775 Duke Street
Alexandria, VA 22314

Asst. General Counsel for Aviation Enforcement & Proceedings
Department of Transportation
400 Seventh Street SW
Washington, DC 20590

Office of Proceedings, Surface Transportation Board
Department of Transportation
395 E Street S.W.
Washington, DC 20423

Nearest Packers and Stockyards Administration area supervisor

Associate Deputy Administrator for Capital Access
United State Small Business Administration
409 Third Street, SW, 8th Floor
Washington, DC 20416

Securities and Exchange Commission
100 F St NE
Washington, DC 20549

Farm Credit Administration
1501 Farm Credit Drive
McLean, VA 22102-5090

FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580
(877) 382-4357

CALIFORNIA BACKGROUND CHECK NOTICE

Palmsea Condominium, Inc

_____ (“Company”) intends to obtain information about you for employment purposes from a consumer reporting agency. Thus, you can expect to be the subject of a background check, also known as a “investigative consumer reports” and “consumer credit reports” under California law, obtained for employment purposes. Such reports may include information about your character, general reputation, personal characteristics and mode of living. With respect to any investigative consumer report from an investigative consumer reporting agency (“ICRA”), the Company may investigate the information contained in your employment application and other background information about you, including but not limited to obtaining a criminal record report, verifying references, work history, your social security number, your educational achievements, licensure, and certifications, your driving record, and other information about you, and interviewing people who are knowledgeable about you. The results of this report may be used as a factor in making employment decisions. The source of any investigative consumer report (as that term is defined under California law) will be ClearStar Logistics, Inc., PO Box 1003, Cumming, GA 30028, 877-796-2559, www.clearstar.net. The source of any credit report will be TransUnion / TransUnion Consumer Solutions, PO Box 2000, Chester, PA 19022-2000, 800-916-8800. The Company agrees to provide you with a copy of an investigative consumer report when required to do so under California law.

Under California Civil Code section 1786.22, you are entitled to find out from an ICRA what is in the ICRA’s file on you with proper identification, as follows:

- In person, by visual inspection of your file during normal business hours and on reasonable notice. You also may request a copy of the information in person. The ICRA may not charge you more than the actual copying costs for providing you with a copy of your file.
- A summary of all information contained in the ICRA’s file on you that is required to be provided by the California Civil Code will be provided to you via telephone, if you have made a written request, with proper identification, for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to you.
- By requesting a copy be sent to a specified addressee by certified mail. ICRAs complying with requests for certified mailings shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the ICRAs.

“Proper Identification” includes documents such as a valid driver’s license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the ICRA require additional information concerning your employment and personal or family history in order to verify your identity.

The ICRA will provide trained personnel to explain any information furnished to you and will provide a written explanation of any coded information contained in files maintained on you. This written explanation will be provided whenever a file is provided to you for visual inspection.

You may be accompanied by one other person of your choosing, who must furnish reasonable identification. An ICRA may require you to furnish a written statement granting permission to the ICRA to discuss your file in such person’s presence.

NEW YORK STATE CORRECTION LAW
ARTICLE 23-A, SECTION 753
LICENSURE AND EMPLOYMENT OF PERSONS
PREVIOUSLY CONVICTED OF ONE OR MORE CRIMINAL OFFENSES

§753. Factors to be considered concerning a previous criminal conviction; presumption.

1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:
 - (a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.
 - (b) The specific duties and responsibilities necessarily related to the license or employment sought or held by the person.
 - (c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.
 - (d) The time which has elapsed since the occurrence of the criminal offense or offenses.
 - (e) The age of the person at the time of occurrence of the criminal offense or offenses.
 - (f) The seriousness of the offense or offenses.
 - (g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.
 - (h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.

2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

Rules & Regulations

Introduction

Condominiums have been likened to mini-governments. Authority to operate condominium property is delegated by Florida statutes, The Declaration of their condominium and the Bylaws.

All good government must have rules to ensure that the enjoyment of one owner's rights does not interfere with the rights of others.

Each owner is deemed to have full knowledge and understanding of all rules and is obligated to make sure that each guest, tenant, invitee and employee is aware of and complies with the same.

Each person buying or renting shall be given a copy of these rules prior to the time and application for the purchase or rental is submitted.

This handbook of House Rules establishes obligations and principles of conduct for the good and welfare of all owners in our condominium. They include provisions affecting the safety, health and comfort of all persons within our condominium premises.

These rules and regulations reflect the expectations of the Palmsea community. Together with the By-Laws they are intended to provide the maximum benefit to our unit owners and to allow us all to enjoy our common facilities to the fullest.

Unit owners will be issued a copy of these rules with written acceptance thereof noted in the condominium office.

The Board of Directors earnestly requests the complete cooperation of all unit owners and their families, visitors, guests, lessees as well as employees, to respect and follow these House Rules.

No set of rules has yet been devised to cover every conceivable situation or emergency. There is no substitute for common sense, good manners and neighborliness. Your complete cooperation is earnestly requested.

It is the obligation of the Board of Directors to interpret and regulate the House Rules. The Board of Directors of the Association shall have the powers and the duties necessary for the administration of the affairs of the Association.

Repeated violations or willful disregard of any of these Rules and Regulations, after a written warning, will, at the sole discretion of the Board of Directors, subject the owner(s) to a monetary penalty to be determined by said Board.

Although not an assessment per se, any such penalty imposed by a decision of the Board of Directors shall have the same force and effect as an assessment on a unit. After notice, if unpaid for over ten (10) days after due date, it shall become a lien on the apartment unit and be collected under the same terms and conditions as an assessment. (Declaration of Condominium, Article X, page 6, et seq). In addition to damages, injunctive relief may be sought from the court. (FL. Stat. 711.23)

The Rules and Regulations of the Palmsea Condominium, Inc. are to be considered an integral part of the Condominium By-Laws.

Authority

Our Condominium Documents: The Articles of Incorporation, the Declaration of Condominium, the By-Laws of the Association, all as they may be restated and updated, any and all amendments of the Florida Condominium Act, are incorporated herein and made a part hereof as if fully set forth.

Definitions

Owner: A duly registered and recorded purchaser of a condominium apartment at Palmsea Condominium.

Immediate

Family: Parents, children, brothers, sisters, grandparents, grandchildren and their respective spouses.

Lessee: A person, who leases or rents an apartment from a Unit Owner with approval from the Board of Directors, must be registered with the office.

Guest: A person, not a member of the immediate family, who resides in the apartment while the Unit Owner or Lessee, is in residence, without monetary consideration involved.

Visitor: A person who visits the Unit Owner or Lessee, and does not live in the apartment.

Private party: An owner/lessee having more than 4 visitors as defined above in the House Rules.

The Unit Owner will be responsible and liable for the conduct of members of his/her Immediate family, employees, guests, visitors and lessees in observing and complying with all the House Rules adopted by the Board of Directors by making them fully aware thereof. It will be the responsibility and duty of the Unit Owner to make available to Lessees a copy of these House Rules and impress upon them the importance of compliance with same.

ANY AND ALL PERSONS above described violating a House Rule will be notified of the problem. Hopefully, the notice will suffice. The Board will follow the Florida Condominium law if there is a flagrant continuance of the violation, by giving the alleged violator notice and a hearing. The law allows a fine of \$100.00 a day, up to a maximum of \$1,000.00.

Any and all damage to the common areas because of negligent actions on the part of an owner and/or lessee, his/her family, employees, visitors or guests will be the financial responsibility of the Unit Owner and/or Lessee. The unit owner will be billed for all costs associated with any damage including labor at a rate of \$25.00 per hour. Should a staff member have to come in after normal working hours or on weekends or Holidays the billed rate will be at double time (\$50.00 per hour).

Late Fee Policy approved 3/29/2005:

Every community association should establish a uniform collection procedure, which should be followed, without exception, in the case of owner delinquency.

Monthly maintenance payments are due and payable on the 1st of the month.

Payments not received by the 10th of the month shall be considered late.

On the first business day after the 10th of the month, a late letter shall go out to the delinquent owner including a \$25.00 late fee.

If the payment, including late fee, is not received by the 1st day of the following month then the account shall be turned over to counsel to begin collection procedures. The association also has the right to accelerate future monthly maintenance payments for the remainder of the current year. Acceleration is recommended if an owner is late more than two (2) times.

Our counsel will generally send a letter to the owner demanding payment within thirty (30) days. This letter introduces counsel for the association, sets forth the exact amount due, including interest, late charges, costs and attorney's fees and gives the owner thirty (30) days to pay the account in full.

If still not paid, the next step is to have counsel file a claim of lien and simultaneously send a certified letter to the owner advising the claim of lien has been recorded, setting forth the amount due, including interest, late charges, costs and demanding payments within thirty (30) days. The letter also informs the owner that the association will commence a foreclosure action if the account is not paid in full within the thirty (30) day deadline. All legal fees will be the responsibility of the owner. Next, foreclose the claim of lien.

The policy will also apply to any delinquent special assessment and reserve payments as well. The dates of the special assessment and reserve payments may have a different payable date. Owners will still have ten (10) days from the date due to make payments before a late letter is sent out. If payment is not received after thirty (30) days from due date, the matter will be turned over for collection and a late fee of \$25.00 will be imposed.

Any unit owner who is delinquent more than ninety (90) days will not be permitted use of any common area facilities, including, but not limited to, Exercise Room, Card Room, Billiard Room, Villa Poco, Barbeques Grill, Pool and pool deck.

All association meeting notices and association announcements will be posted in the glass enclosed locked bulletin board located in or near each building. Notices pertaining to all other association business and personal notices will be posted on larger bulletin boards next to elevator in lobbies.

All town notices will be posted on the board outside of the office in the Hermosa building (as long as there is room available).

Fire Instructions:

Several fires in high rise apartment buildings have awakened renewed interest in fire safety on the part of the public, and in particular, apartment dwellers themselves. For this reason, the Palm Beach County Fire Department has developed this action plan in hopes that it will be used as a guide by all high rise residents in the event of a fire emergency.

Because high rise buildings are of fire resistive construction and possess reliable enclosed stairways, fires are generally confined to individual apartments, furnishings, and/or possibly the contents of one floor level.

Thus, it is important to understand that a fire in a high rise building is no cause for panic. The Palm Beach Fire Department responds to all high rise building alarms with a complement of persons and equipment experienced in rescue and fire control operations. Upon arrival, this force will promptly administer necessary rescues, confine and control the fire and ventilate the smoke from the building.

Nevertheless, it must be realized that should a fire occur within your apartment or on your floor, level, it will be necessary for you to seek safe refuge as soon as possible. Therefore, it is extremely important that you, as an occupant, become well acquainted with the stairways provided in your building and the correct procedures to follow in case of a fire.

SHOULD A FIRE OCCUR IN YOUR APARTMENT:

- 1.) Immediately dial emergency **911** and notify the office. Tell the operator/office the floor level, apartment number and street number.
- 2.) Without further delay, leave your apartment. Be sure to close the door behind you, leaving it unlocked. This will prevent any delay in getting into your apartment as well as the possible spread of heat and smoke into your corridor.
- 3.) Remember to alert occupants of other apartments on your floor. It is vitally important that they be given a warning as early as possible, especially at night. Activate the fire alarm device nearest your apartment as you exit. (Two fire alarm devices are located on each floor.)
- 4.) Use the closest exit stairway. Be sure to close the stairway door behind you. Once in the stairway, you are in a safe area and can proceed with caution in descending.
- 5.) Do not attempt to use any of the building elevators as they may be already out of service, malfunctioning or not readily available. In addition, the Fire Department will need to use all operable elevators at the time of arrival in order to gain quick access to the fire area.

Attire:

All persons must wear shirts, robes or other covering over swim suits and shorts and footwear must be worn in hallways, elevators and all other common areas.

Insurance and Building Regulations:

- 1.) Palmsea Association, under that portion of its condominium insurance policy relating to units, insures only that part of the building which is within the unfurnished inside surfaces of the perimeter walls, floors and ceilings of the individual units.
- 2.) Under the “walls in” concept of the Florida Condominium Act, it is the responsibility of the Unit Owner to insure not only the floor, wall and ceiling coverings within the unit, but also the interior equipment such as, but not limited to, built-in cabinets, electrical fixtures, air conditioning and heating equipment, bathroom fixtures, water heaters and appliances. It is important to check your insurance coverage. Each Unit Owner is responsible for the maintenance and repair of their unit.

- 3.) No structural or architectural alterations of any kind may be made to an apartment's interior without prior written request to and consent from the Board of Directors. No structural or architectural alterations of any kind may be made to the Common Areas or the exterior of the building.
- 4.) Outdoor furniture and plants are permitted on the terrace. Laundry towels, clothing and bedding may not be hung or aired on any terrace at any time, NOR may any object be drilled into the walls of the terrace.
- 5.) Carpeting and rugs of any kind are not permitted as a floor covering on terraces. Concrete flooring must remain installed.
- 6.) Screening of the terrace, or storm shutters that comply with the South Florida Building Code for hurricane protection, may be installed at Owner's expense. They must conform to the uniform design plan on file in the Association Office.
- 7.) When leaving the apartment for more than two consecutive weeks, or in the event of a hurricane alert, the resident is to clear the terrace of all movable objects if there is no hurricane shutter protection on the terrace.
- 8.) The use of the terrace or any areas in or out of any of our buildings for any type of outdoor cooking is in violation of the fire laws and **STRICTLY PROHIBITED**. The barbecue facility outside of Poco is available for use. Grills are to be cleaned by the unit owner using it.
- 9.) The Palm Beach Fire Department requires that each apartment be equipped with at least one operable smoke detector in each bedroom and one smoke detector in the surrounding area of the bedrooms.
- 10.) Packages, cartons, baby carriages or any other objects are not to be left outside of any building, or in any other areas such as, lobbies, hallways, terraces or stairwells.
- 11.) The placing of any and all signs inside or outside an apartment or on a motor vehicle is prohibited.
- 12.) Rafts may be stored in Owner's bins or at the bins located outside of Poco. All beach items may be stored in Poco bins when Unit Owner is in residence. If you will be absent for more than two consecutive weeks, all beach items are to be stored in your unit or personal storage area. Management has the right to dispose of these items if they are left in the Poco bins. All items should be labeled with owners unit #.
- 13.) Children need to be supervised, and are not permitted to loiter or play in corridors, lobbies, stairways, elevators, common areas or parking areas.
- 14.) When leaving the apartment for an extended period of time, the main water valve in the unit must be turned off and the water heater disconnected.

15.) The car wash can only be used between the hours of 8:00 a.m. and 10:00 p.m.

16.) Owners may choose to enhance the appearance of their hallway at their own expense with the written consent of all unit owners on that floor. Final approval of the Board of Directors is required. Owners are required to maintain & clean all enhancements they place in the hallway. The staff will not be responsible nor the association.

Elevators:

- 1.) Elevators are indispensable for everyday living, and are very costly to maintain. Persons must make sure swimsuits and foot coverings are dry before using elevators. Wet floors anywhere in our buildings are unsightly, slippery and dangerous and can cause serious injuries.
- 2.) In the event of Elevator Failure: **REMAIN CALM.** There is a telephone in each elevator to call the Association Office during business hours, or the emergency number is **911** thereafter. Also, Sound the alarm button until someone responds.
- 3.) To protect the elevators from unnecessary damage, please advise the Association Office before moving large objects in or out of the condominium building so that the interior can be padded. Padding should be removed at the end of the each working day by the staff.
- 4.) Smoking in the elevators and anywhere in our indoor Common Areas is **STRICTLY PROHIBITED BY LAW.**

Condominium Employees:

- 1.) No one other than the Manager is permitted to give orders or directions to any condominium employee. Problems should be reported and suggestions should be made in writing to the Association Office.
- 2.) Association employees are not permitted to provide personal services during working hours, except under the Manager's direction.

Employee Relationships:

The Manager takes his/her orders only from the Board of Directors.

Building employees, as well as the Manager, are not permitted to perform personal services during regular duty hours. Employment of a building employee after hours must be personally arranged and payment is to be made directly to the employee.

All complaints or suggestions must be made in writing to the Board of Directors. Forms and a drop-box are located outside of the office to place such requests.

Any complaint or suggestion calling for immediate action should be brought to the Manager's attention.

Immediate Family, Lessees, Guests, and Visitors:

- 1.) During the absence of the Unit Owner, the only persons permitted to occupy the apartment are members of the immediate family: parents, children, brothers, sisters, grandparents, grandchildren and their respective spouses and/or partner or the Owner's approved Lessee.

- 2.) The Unit Owner shall give prior notice in writing or by phone, to the Association Office of the proposed occupancy of the apartment, stating the occupant's name, address, and relationship to the Owner, together with the length of stay. All such occupants **MUST NOTIFY** the Association Office upon arrival (or the first business day following arrival). Keys to the outside door and the apartment door must be provided to such occupants by the Owner. The Association Office is not permitted to give out duplicate keys in its possession.

- 3.) Occupancy shall be limited to:
 2 Bedroom Apartments.....6 Persons Per Unit
 3 Bedroom Apartments.....8 Persons Per Unit

- 4.) Members of the Owner's or Lessee's immediate family under the age of 18 are not permitted to occupy an apartment without Unit Owner or an adult immediate family member in residence.

Noise:

- 1.) No one shall make, or allow, any disturbing noise to be made in the apartment or anywhere on the premises, nor permit anything to be done to interfere with the rights, comfort or convenience of other residents. Noise should be kept at a level low enough so as not to disturb neighbors.

- 2.) Except in the case of an emergency, no construction or repair work will be permitted before 8:00 a.m. or after 5:30 p.m., Monday through Friday, (special permission may be granted for emergencies) and at no times on Sundays and all holidays.

Keys:

If a resident has lost a key(s) to their unit and an employee must be called in after hours or on week-ends to obtain a key from the office, there will be a charge for any expense involved for the employee to obtain key. Person calling for key must have identification to prove that they are the legal resident for the unit.

Parking:

- 1.) Each Unit Owner and/or Lessee shall park their passenger vehicle only in their designated space and no lettering or signs are permitted anywhere on the vehicle.
- 2.) Cars must be parked with the **FRONT END IN**. Backing into a parking space is not permitted.
- 3.) Temporary exchanges of parking spaces between Owners must be recorded with the Association Office via a written letter.
- 4.) Unit Owner and/or Lessees who have cars in the parking area and who are away from their respective unit for more than several days must leave car keys with the Property Manager so that their vehicles can be moved in the event of an emergency. It is also acceptable to leave spare keys in their unit with a letter to the Manager specifying permission.
- 5.) All Owners' and Lessees' cars must have an identifying condominium sticker displayed on the left rear window. These are available in the Association Office. Each unit will be issued 2 temporary parking permits to be used by overnight guest or for rental cars.
- 6.) The parking spaces shall be used by the Unit Owners and/or Lessees and Visitors for parking only a private passenger vehicle. **NO** vans, trucks (owners only allowed to have trucks), boats, trailers, busses, campers, motorcycles or commercial vehicles are permitted. This rule is necessary for the safety of all our residents, and to preserve the beautiful appearance of our property. The only exception to the van prohibition is a small minivan or a van specifically equipped with a lift to accommodate a handicapped person. These vehicles must be parked in a space designated by the Association Office. See By-Laws for more details.
- 7.) Employees, delivery trucks and contractor's trucks may load or unload in the loading zones, but then must park in service spaces or guest spaces at the north wall of the condominium.
- 8.) Ball playing, bicycling, roller-blading, skating or the use of skateboards anywhere on condominium property is prohibited. The only exception to bicycling or roller-blading on condominium property is its use in exiting the property and entering to return to the unit.
- 9.) **ENTRANCE ONLY**.....Driveway South of the Hermosa Building.
EXIT ONLY.....Driveway North of the Hermosa Building.
- 10.) Posted stop signs must be observed at all times.

***Any unauthorized vehicle (with or without parking permit) and any vehicle in violation of the Amended & Restated Declarations of Condominium, or House Rules, may be towed from the Condominium/Association property at the expense of the owner/operator of the vehicle.**

Pest Control:

- 1.) All residents must immediately report to the Manager any signs of insects or rodents in the apartment or common areas.
- 2.) The exterminator **MUST** be permitted to enter every apartment monthly or in an emergency situation, because infestation can jeopardize and entire building. Special requests for exceptions for health reasons must be made in writing to the Board of Directors along with a certified physician's letter. There are exterminator companies that offer different options to these individuals with health issues. extermination is a must and if you choose to get your own company, a monthly proof sheet is to be given to the office.
- 3.) The exterminator is **ALWAYS** accompanied by an Association employee.

PETS—NONE EXCEPT FOR THE FOLLOWING:

No animals of any kind shall be kept in a Unit or allowed upon the Condominium Property, except as permitted herein. The following animals will be permitted, but only after prior written approval from the Board of Directors: 1.) No more than (1) strictly indoor cat which has been neutered, declawed, treated regularly with flea prevention and remains only in the inner confines of an apartment. 2.) Birds kept in a cage. 3.) Fish in a tank. Should the Board grant approval for any of the aforementioned pets, such approval shall be revocable by the Board of Directors at any time if such pet should cause damage, become a nuisance, be an annoyance to other residents, or increase the Condominium's need for the pest extermination. In accordance with the provisions set forth in the Fair Housing Amendments Act, the Association will provide a "reasonable accommodation" for those individuals in need of a service animal or Emotional Support Animal, provided that the appropriate documentation is presented to the Association.

Pool, Deck, Sauna and Villa Poco:

- 1.) Pool and Sauna hours are from 9:00 a.m. to 10:00 p.m. daily. Every person using the pool is responsible for reading, understanding, and following the Board of Health Rules that are clearly posted.
- 2.) Toddlers or seniors who suffer incontinence **MUST** wear leak-proof diapers, in accordance with HRS regulations.
- 3.) **All children under 12 years of age must be accompanied and supervised by an adult at all times while in these areas.** Toys must not be left in Poco or on the pool deck.

- 4.) Horseplay or ball playing in the pool or on the deck will not be tolerated.
- 5.) All tar and sand must be removed from feet, foot coverings or shoes when returning from the beach. Tar removal supplies are available on the landing of the beach stairway. A shower is provided outside when leaving the beach.
- 6.) NO GLASS is allowed on the pool deck. Paper or plastic glasses or cups, or aluminum cans are permitted. No food of any kind is permitted on the pool deck; only on the Poco Terrace. The feeding of birds is strictly prohibited.
- 7.) Furniture may not be taken to the beach. Sun tan oil use mandates covering chairs and/or lounges with a towel.
- 8.) For everyone's safety, no one is permitted to enter the lobbies, restrooms, hallways or elevators with sand or dripping bathing suits, or with bare feet. They must be completely dry.
- 9.) A visitor using the pool and deck facilities must be accompanied by the Unit Owner and/or the Lessee. **Pool and deck are restricted from use by private parties as defined in the House Rules.**
- 10.) Persons with contagious or infectious health conditions such as colds, ear fungus, skin disease with bandages or open skin abrasions are not permitted in the pool.
- 11.) All persons using the sauna do so at their own risk. Please read and observe signs and warnings. No towels, newspapers or other literature are to be left out in the sauna. Saunas are to be turned OFF when not in use. Do not preheat the sauna and leave the premises for any length of time.

Villa Poco:

- 1.) Poco cannot be reserved for social functions (only the Association may reserve Poco).
- 2.) Poco, the pool and pool deck cannot be used for private parties **as defined in the House Rules.**~~to the exclusion of other residents.~~
- 3.) Community parties for Palmsea residents ONLY are permitted, provided that ALL owners are invited. Notices of an event must be conspicuously posted at least (10) days in advance of the event.
- 4.) Private parties **as defined in the House Rules** are restricted to the beach area, ~~no private parties may restrict the use of Poco to any resident, nor can a private party monopolize the use of the grills and/or the kitchen area, prohibiting residents from the use of grills and/or kitchen.~~ **Private parties are to access the beach via the North ramp. No access through the pool deck and stairs. Private parties may NOT have access to the Villa Poco, Pool, Villa Poco restrooms, BBQ grills, or Saunas.**
- 5.) BBQ grill and adjoining counters must be completely wiped down and cleaned after each use and gas jets must be turned off after use.
- 6.) The use of the kitchen in Poco may not be limited by any person(s), including the use of the refrigerator.
- 7.) All food items placed in the Poco refrigerator must be removed after each use. Any food items left in the refrigerator will be disposed of by staff.
- 8.) ~~Party goers~~ **Anyone** making use of the beach must wash sand from their body and feet before **entering** pool area (deck) and Poco.

- 9.) Owners will be responsible for the behavior of their guests/visitors and to make sure that all rules are followed.
- 10.) A clean up fee of \$25.00 per staff member, per hour will be imposed on the unit owner if the pool area and Poco are not left in the same condition that existed prior to the festivities.
- 11.) No person(s) may shut off, cover or in any manor darken or black out lighting that exists in the pool deck area or in Poco.

12) No reserving of tables in the Villa Poco. Table cloths and such may only be placed on tables when they are ready to be used by the owner. When it comes to outside tables, only the 2 tables on Poco deck are to be used while eating your meals. All Poco tables (inside or out) are not to be occupied by the same individuals for extended periods of time (limit to 1 hour during the day & 2 hours at night if people are waiting). After a meal is finished, owners/guests must clean the area & vacate.

Recreation Rooms:

- 1.) No social club, charitable organization, service club, governmental board or agency or similar organization will be permitted to use these facilities to conduct meetings, or for any other purpose directly related to the business of the group. A request by a resident on behalf of an organization must be submitted to and approved by the Board of Directors.
- 2.) Reservations for private functions in the Social Hall must be made with the Association office on an availability basis and approval by the Board of Directors. A deposit of \$100.00 is required for private use. The Unit Owner reserving the room is responsible for set up and cleaning up and for any damage that may be caused for its use. Failure to clean room after use will result in a \$25.00 per hour per person fee to clean the room.
- 3.) The Billiard Room must be shared and not monopolized to the exclusion of those waiting. The tables must be covered and the door kept locked when the room is not being used. **Children under 16 years of age are not permitted in the Billiard Room unless accompanied and supervised by an adult.**

- 4.) The Gymnasium Room and its equipment must be shared and not monopolized to the exclusion of those waiting. The treadmill must not be left individual programmed and its use is limited to 30 minutes when others are waiting. After use, please be sure to leave all the equipment in a neat and orderly condition. **Children under 16 years of age are not permitted in the Gymnasium Room unless accompanied and supervised by an adult.** It is not a playroom and is to be used only as intended. Thermostat has been set at a temperature of 74°+- for the comfort of those using the exercise room and said thermostat shall not be tampered with or adjusted for any reason. The door must be kept locked when the room is not being used. In the interest of good health, any and all equipment should be sanitized after use with a disinfectant provided by management. **All residents and/or guests use the facilities at their own risk.** Persons having infectious/contagious health conditions, such as colds, skin fungus or open abrasions are not permitted in the Gymnasium Room.
- 5.) **Children under 12 years of age are not permitted unaccompanied in the Card Room. Chairs and tables are to be left in a neat and orderly condition.**
- 6.) The Unit Owner, Lessee or Guest is financially responsible for any damage caused by any one of them to the common or recreational areas or to any equipment or furnishings contained in such areas.

Resale and Leasing:

- 1.) **A Unit Owner must first notify the Board of Directors in writing of intent to sell his/her apartment, stating the asking price.** Thereafter, an applicant for purchase of an apartment unit must submit to the Association a fully completed written application, an investigation form, a signed copy of the purchase contract and a non-refundable application fee in an amount required for investigation, of \$150.00. This will constitute notice to the Association of a probable sale. The applicant also is required to appear at the Association office for a personal, **or video** meeting with the Admissions Committee. The Board of Directors has 25 days from submission of the completed purchase package and personal meeting to approve or disapprove the purchase. Said unit may only be sold to a single family. Board members will not approve Corporations.
- 2.) A Unit Owner is permitted to rent the apartment for a minimum period of three (3) months, maximum of (6) months, **ONLY ONCE** within a twelve (12) month period. **No unit may be rented until it has been owned for a period of one year.** If a tenant vacates before the lease is up, it is the Unit Owner's responsibility to notify the office. If they fail to do so, the lease is then considered to run for the full length of the lease. Fourteen (14) days prior to commencement of the rental date, the Owner must submit to the Association Office the fully completed rental application, the investigation form, the Lease signed by all parties. An interview with the Admissions Committee may be held in person or via skype or Face time There can be **NO** tenant occupancy of the apartment prior to the personal meeting with the Admissions Committee and final Lease approval by the Board of Directors. Long-term Leases need to be approved on a yearly basis. Lessees are not permitted to sub-lease their apartment.

- 3.) The Lease must contain, among the usual conditions a rental addendum stating that; The Association agrees to approve the lease, providing the tenant complies with the Association's Rules and Regulations. If the tenant materially, or significantly, violates the Rules and Regulations of the Association, the Association shall have the right to rescind the lease. In such event, the tenant will be obligated to vacate the unit within 30 days from receiving notice from the Association. If the tenant does not vacate within the 30 day period, the unit owner agrees to file an eviction proceeding against the tenant, and to pursue the eviction to its successful conclusion. A \$1000.00 security deposit to the Association is required.
- 4.) All taxes and other like fees connected with Leases of six (6) month or less must be paid by the Unit Owner to the State and County Authorities. These taxes/fees are not the responsibility of the Condominium Association.
- 5.) The Admissions Committee and the Board of Directors will not consider or approve a Lease application submitted by a Unit Owner who is in arrears for maintenance, special assessments, liens or other fees/charges, or who has violated the House Rules.
- 6.) A Unit Owner who leases his/her apartment forfeits all rights to use the common areas and the apartment during the FULL TERM of the Lease. All Leases will be monitored for the stated term in the Lease and the tenant's departure.
- 7.) The Condominium unit is solely a personal residence. It is not to be used as a hotel, transient apartment, motel or business office, other than for administrative (paper work) use only.
- 8.) Open houses are prohibited under any and all conditions and no lock-boxes may be placed on any residence door, nor may any owner give out a common area access key.

SCHEDULE OF FEES

Application fee (rental or sale)	\$150.00
Purchase of Association Documents	\$75.00 (per set)
Estoppel Fee (Sales Only)	\$250.00

Security:

- 1.) The cooperation of all residents is an absolute necessity to maintain maximum security. **All outside doors and gates to the buildings/property must be kept closed. Gates are not to be jumped.**
- 2.) For your protection, a list of the names of your immediate family who might be using your apartment in your absence must be on file in the Association Office prior to any authorized occupancy. Registration in the office is **mandatory** prior to occupancy. No person will be admitted to any apartment in the absence of the Unit Owner without written

authorization by said Owner, except for emergency repairs. The Association Office must have keys to each apartment as required by Florida Law. The following is a security protocol regarding apartment keys:

- A. When a Unit Owner registers his/her apartment with a Broker for sale or rental, the key to the apartment must be given to the Broker by the Owner, leaving **NO** obligation whatsoever on the part of the Association Office. Listing Brokers must provide the keys to **ALL OTHER BROKER/ASSOCIATES**. **Under no circumstances** will the Association Office give out the key.
 - B. Upon an Owner's written request only, the Association Office will accompany a Non-Broker prospective buyer or renter to the apartment, wait there and then lock the apartment upon completion.
 - C. An owner's key will not be given out to outside service persons without prior authorization from the Owners. The Association Office personnel will not accompany outside service persons to the apartment or to any outside contracted person (i.e. repair men, contractors, housekeepers) with the exception of the pest control service.
 - D. The Association Office will not provide keys to visiting family members. If an Owner wishes to leave a duplicate set of keys clearly labeled, as to the recipient, the office will hold them in the Owner's file. The office will give no keys to immediate family members not listed on the required form that is on file.
 - E. The use of Lock Boxes is prohibited.
- 3.) For your protection, all corridor doors must be closed securely at all times.
- 4.) All doors marked "EXIT" are fire doors and must be securely closed at all times. All entrance doors and recreation room doors must be closed at all times.
- 5.) In case of fire, **DO NOT** use the elevators. Use the stairways.
- 6.) Every Unit Owner or Lessee leaving the apartment for an extended period of time should notify the Association Office of their departure and return. This is for your protection.
- 7.) Neither the Association, The Board of Directors, employees, agents nor successors shall in any manner be deemed insurers/guarantors of security within the Condo Property.

Stairways, Hallways Storage Rooms and Laundry Rooms:

- 1.) The steps and landings of stairwells and the hallways must not be used for storage of any kind.
- 2.) The Unit Owner's storage bin must not contain anything which could create a fire hazard. Stored property is at the risk of the Unit Owner.
- 3.) Laundry should not be left in the washer or dryer after the machine shuts down. Be sure to remove lint from the dryer after use and deposit it in the Lint Bin. Keep laundry rooms clean, for they are part of your home, and keep the laundry room doors closed.
- 4.) Personal items must not be left or stored in laundry rooms.
- 5.) Utility carts are provided in each building for the use of Unit Owners/Lesseees only. Please return carts immediately after use, to their proper storage area for the convenience of other residents.

Trash Disposal and Recycling:

- 1.) All refuse which cannot be handled by the disposal unit in the apartment should be securely wrapped in plastic bags before depositing in the trash chute. If anything is too large to go down the trash chute, please contact the office for disposal instructions.
- 2.) No cartons or wrapping materials or other objects should be left in corridors or elevators.
- 3.) Under no circumstances should lighted cigarettes, cigar butts or other live ashes be thrown down the trash chute. Any such action would constitute a very serious fire hazard for all occupants of the building and is in violation of the fire laws.
- 4.) Extreme care should be exercised in carrying all bundles, refuse and laundry supplies to and from apartments to prevent littering and damage to the corridors and laundry/storage rooms.
- 5.) Please place rinsed and clean items in the appropriately marked containers provided for recycling of newspapers, glass, plastic and aluminum cans.
- 6.) The entrance doors to the trash chute and the trash chute doors must be kept closed at all times. If any large items such as, cartons, TV's, chairs etc. need to be disposed of, please contact the office.

Construction and Remodeling:

Prior to major work in any unit by an outside contractor, the Manager must be notified in writing as to the extent of the work to be done and the identification of the contractor to determine the licensing, permit and insurance coverage prior to start of work and to obtain approval from the Manager, where appropriate. Flooring installation, excluding carpeting, must meet the specifications concerning noise reduction.

All contractors, in non-emergency conditions, may perform work only between the hours of 8:00 a.m. and 5:30 p.m., Monday through Friday, unless specifically authorized by the Board of Directors. **NO WORK IS TO BE ALLOWED ON SATURDAYS, SUNDAYS OR LEGAL HOLIDAYS.**

The clean-up of hallways, elevators and all common areas that the contractor uses must be done expeditiously at least daily. The Unit Owner is responsible to see that it is done. The Manager is authorized to stop any construction work in a unit in the event of deviation of anything of the original inquiry sheet.

Emergency and Hurricane Rules:

During an emergency the Manager has the authority to take such action as he/she feels advisable to secure the buildings, protect lives and protect the physical property. This is not limited to, but will include directing owners to clear the decks, closing shutters, and preparing all areas of water and wind intrusion. The authority shall continue until the Manager has determined the emergency is over.

Apartment Maintenance:

- 1.) To avoid destructive accidents within the apartment, which could result in dangerous situations for all occupants, the following actions are strongly suggested:
 - a.) Clean or change air conditioner filter periodically.
 - b.) Keep terrace doors well lubricated so that doors slide open and close easily.
 - c.) Repair rollers on terrace doors as needed.
 - d.) Shut off the apartment's water supply when leaving for several days.
 - e.) When water supply is shut off, shut off the hot water electricity by pulling the electrical plug or tripping the circuit breaker.
 - f.) Remove all furniture from balconies, when leaving or when rainstorms or hurricanes are forecast.
 - g.) Maintain storm shutters in proper working order.
 - h.) Advise Manager immediately of any emergency.
 - i.) Be sure to keep your two emergency contacts' names, addresses and phone numbers up to date in the Office records.