

RULES AND REGULATIONS  
OF THE ISLAND CLUB ASSOCIATION, INC. EFFECTIVE FEBRUARY 29, 1992  
AND RESOLUTION

718.103 F. S. DEFINITIONS:

"Association Property" means that property, real and personal, which is owned or dedicated by a recorded plat to the association for the use and benefit of its members.

"Unit Owner" means a record owner of legal title to a condominium parcel.

I. PARKING

1. One parking space will be designated for the use of each condominium unit. Such parking space will be painted so as to identify the unit to which the parking space has been assigned.
2. Each unassigned space will be designated and painted to identify it as a visitor parking space.
3. All persons who reside in a unit shall park only in the parking space designated for that unit.
4. There shall be no parking of any vehicle in any parking space except private passenger vehicles, including vans or pickup trucks with no advertising displayed on the body of the vehicle. Except as herein provided, there will be no parking of motorcycles, commercial vans, trailers, commercial pickup trucks or recreational vehicles.
5. Any van or pickup truck used as a private passenger vehicle must be parked up against the curbstone so as to allow full vision of traffic for all other vehicles backing out of parking lot.
6. No vehicles shall be parked in any parking space except vehicles with current license tags and registration tags.
7. Persons residing in an Island Club unit, whether they be owners, tenants or guest, shall not park in the visitor's spaces.
8. Visitor spaces shall be used by persons not residing at The Island Club, including repairman, delivery men and visitors of unit owners. Trade persons may park commercial vehicles in the visitor's spaces.
9. Parking is not permitted in visitor spaces except under the following circumstances:
  - a. Each unit shall be provided with two guests cards marked ISLAND CLUB VISITOR, UNIT\_\_\_\_\_.

b. Such card shall be placed on the dashboard of visitors vehicle, which may then be parked overnight for up to 72 hours in a guest parking space, said time limit being subject to extensions at the discretion of the board.

10. Any vehicle in violation of the foregoing will be towed at the expense of the owner after notice of warning has been placed on the vehicle in violation. A log of license plate numbers and notices of violations shall be kept for verification purposes.

## II. BOAT DOCKAGE (strikeout language superseded by the 2012 Declaration Amendment)

1. Dock space shall be ~~rented from The Island Club Association, Inc.,~~ at the rental rate approved by the Board of Directors and/or majority of unit owners. Dock ~~rental~~ fees shall be increased at the same annual percentage increase in maintenance assessments charged each unit owner for common expenses.

~~2. Any unit owner or Board approved tenant, whose primary residence is The Island Club, shall be entitled to the rental of dock space upon the filing of a letter of request with the Board of Directors and the availability of such dock space.~~

~~3. In the event that there are more requests for dock space than available dock space, dock space will be made available on a first come first serve basis. In such case, all persons now renting space who re-apply shall be entitled to priority, and application dates of the remaining boat owners will determine the order in which space, which subsequently becomes available, will be assigned. Priority of dock space rental shall be given to resident owners/tenants and then to nonresident owners if such space is available, or upon thirty day notice to vacate if the space is occupied by a non resident owner.~~

4. In all cases, ~~the leasing of~~ dock space shall be subject to the following restrictions:

a. Maximum boat size, shall be limited to an overall boat length of 47 feet, including swim platform, bow sprit, bow pulpit, or any other projection. (NOTICE: Nov. 2017 – Note concerning 43 foot limit is removed since the actual limit was discovered to be 48 foot.)

~~b. All letters of request for dock space shall be accompanied with proof of ownership of the boat which the applicant proposes the dock. In the alternative, applicants planning to purchase boats, upon assignment of dock space, shall provide proof of purchase within thirty (30) days from the date of assignment and proof of ownership within sixty days.~~

c. Any assigned dock space which remains vacant for a period in excess of six months shall be assigned to the next applicant on the list of priority, if any. Persons ~~renting~~ dock space advise the Association whenever they expect not to use their space, including projected date of departure and date of return, and may request that the space be held for the boat pending its return.

5. Guests' boats may be accommodated in vacant spaces, including the assigned spaces from which assignees are temporarily absent, with the approval of the Board of Directors for periods of time not in excess of 72 hours, which accommodations may be renewed. Nothing herein shall obligate the Board of Directors to renew guest accommodations and renewal may be refused without cause.

6. From the dock rental revenue, a reasonable reserve for dock maintenance shall be maintained and the remaining balance, if any, shall be paid to the general maintenance account. All revenue from dock rental, including revenue from temporary use of space assigned to residents, shall be the property of the Association

7. No persons shall be allowed to reside in a boat while docked at The Island Club.

8. There shall be no additions, appurtenances, improvements or signs made or placed on or about the dock without the express approval of the Board of Directors. Each and every addition or improvement heretofore made on or about the dock shall become and remain the sole property of the Island Club Association.

### III. RENTALS

1. No unit may be rented without prior written approval of the Board of Directors, the duration of the lease not to exceed one year. No person may reside in any unit except a unit owner/tenant and his or her immediate family (hereinafter defined) without prior written approval of the Board of Directors. A unit owner/tenant's immediate family shall consist of his or her spouse, parent or child. No unit may be subleased without prior approval by the Board of Directors.

2. For the purpose of this section, guest residing in a unit with the unit owner/tenant or a member of his or her immediate family need not be approved. If, however, the owner/tenant or a member of the owner/tenant's immediate family is not present or, if an owner/tenant who is present at the time the guest takes occupancy removes himself, then and in that event the guest shall be subject to Board approval as required in paragraph 1 above.

3. Board approval shall be secured by making application to the Board of Directors on the appropriate form, accompanied by a check to cover the fee of \$50, and must be re-secured at the termination of each one year lease.

4. A copy of the Condominium Documents and a copy of the Rules and Regulations in effect at the current time shall be provided to all tenants by the unit owner.

5. Pursuant to Florida Statute 718.106: When a unit is leased, a tenant shall have all rights in the Association property and those common elements otherwise readily available for use generally by unit owners and the unit owner shall not have such rights except as to a guest... The Association shall have the right to adopt rules to prohibit dual usage by a unit owner and

tenant of Association property and common elements otherwise readily available for use generally by unit owners.

6. In the event that a tenant or guest violates the provisions of the Condominium Documents or the Rules and Regulations, then and in that event the violator shall be notified by the Board of Directors of his violations and a copy thereof shall be sent to the unit owner by certified mail. Thereafter, if the violator continues to violate the Rules, the Association shall deliver to the violator written notice of his violation with a copy to the unit owner and demand to the unit owner that the violator be removed from the premises. If within seven (7) days of the receipt of such notice the violator has not been removed or action is not pending for the removal of said violator, then and in that event the Board of Directors employs legal counsel to assist in the removal, then the unit owner shall be responsible for all reasonable attorney's fees and court costs, which fees shall be collected in the same manner as the maintenance assessment fee. The Board of Directors must have approved the institution for the action for removal by a seventy-five percent (75%) vote.

#### IV. MAINTENANCE AND ASSESSMENT PAYMENTS

1. All regular and monthly maintenance payments and assessments shall be paid by each unit owner in a timely manner. Any maintenance and/or assessment payments not paid within ten (10) days when due shall automatically bear interest at the rate of ten per cent (10%) of the delinquent assessment. The Association shall be entitled to recover all attorneys' fees and costs incurred by legal enforcement and/or collection measures.

#### V. PETS

1. Domesticated dogs, cats and birds are permitted one per unit, not to exceed 40 pounds fully grown. No pit bulls will be permitted.

2. All pets must receive written approval by the Board of Directors.

3. Proof of rabies vaccination and any other vaccinations required by city, county and/or state laws shall be required and proof of same submitted to the Board on a yearly basis upon the anniversary of the renewal.

4. Excessive noise is prohibited. Two violations within a 30 day period may result in the Board of Directors requiring the owner to remove the pet.

5. No pets shall be allowed in the common areas, except for ingress and egress from their respective units. All dogs must be leashed when outside their unit. All cats and birds must be carried when outside their unit.

6. Any waste from pets on common property will be removed by the owner immediately.

Be it resolved this 29th day of February, 1992, that the above Rules and Regulations were approved by the Board of Directors of The Island Club Association, Inc., in accordance with paragraph 7.6 of the Declaration of Condominium of the Island Club Condominium.

PATRICIA ANNE YOUNG, President

DON HELOW, Vice President

GEVIE WINDLE, Secretary

KATHERINE AYRE, Treasurer

JEANETTE WENZEL, Member of Large