

Island Club Three Inc. – Rules and Regulations

(Revised February 22, 2017)

Note: Where applicable, refer to Declaration of Condominium for additional information.

1. PARKING & VEHICLES

- NO PICK-UP TRUCKS, TRUCKS, COMMERCIAL VEHICLES, BOATS, TRAILERS or MOTORCYCLES are allowed. NO RECREATIONAL VEHICLES MAY BE PARKED ON CONDO GROUNDS.
- Head-in parking only. RESIDENTS ARE TO PARK IN THEIR ASSIGNED PARKING SPACE.
- Residents can rent a parking space from our phase or from another owner or phase. Advise the Board of Directors of the rented parking space number. Rental spaces are determined by availability.
One vehicle per unit is allowed. A second vehicle is permitted ONLY if there is parking space available.
- CONTRACTORS, REPAIRMEN, INSTALLERS may unload/load tools, materials by the Fire lane and then move vehicles to Guest spaces facing Federal HIGHWAY.
- NO OVERNIGHT PARKING IN GUEST SPACES EXCEPT IN THE NORTH LOT ONLY WHEN PERMITTED BY THE BOARD OF DIRECTORS. NO OVERNIGHT PARKING OF RENTAL MOVING VEHICLES AND STORAGE PODS.
- Owners should NOT use guest spaces themselves, so as to leave them available for guests, service vehicles, etc.
- No auto repairs allowed except those of emergency nature.
- Vehicles must be parked in the proper space, or it will be towed away at vehicle OWNERS EXPENSE or HAVE WHEELS BOOTED.
- IT IS THE RESPONSIBILITY OF THE HOST RESIDENT TO NOTIFY GUESTS TO PARK ONLY IN A GUEST PARKING SPACE.
- Guests must obtain a GUEST PASS from security with unit number displayed on dashboard of car and must be visible and readable or the parking pass will be considered invalid.
- An extended overnight guest parking pass may be obtained from the Office Manager.
- NO PARKING PERMITTED, AT ANY TIME, IN DUMPSTER AREAS OR ON THE GRASS OR ILLEGAL AREAS. DO NOT BLOCK FIRE HYDRANTS. Parking in the dumpster area is permitted when washing cars.

2. CAR WASHING

Wash cars ONLY in designated areas: (B, C & D Buildings) in the space outside the dumpster room by the C building.

3. RESIDENTS PARKING DECALS

Decals are to be placed on the outside driver's side rear window. Parking decals must be visible to gate attendants.

4. SAFETY

For reasons of safety; skating, skateboarding, riding battery powered scooter/segway or playing of any kind will not be permitted in the parking area or anywhere else on the property. Bicycle riding is permitted with caution.

5. PETS

NO PETS (dogs, cats, birds, etc.) ALLOWED by owners, renters or guests in Phase Three Inc.

6. WALKWAYS, CATWALKS AND PATIOS

No towels, bedding clothing, etc. shall be hung from the catwalks. Walkways and doorways shall be kept free and clear at all times. No owner shall place any object of any kind on any walkway or stairway, except for a door mat.

7. LAUNDRY

Laundry, rugs, bath towels or other articles shall be hung indoors and NOT ON THE WALKWAYS; NOT IN THE LAUNDRY ROOMS; NOT ON THE ENCLOSED PATIOS/BALCONIES. Keep the laundry rooms clean. Clean the lint screens of the dryers after EVERY use. Doors must be kept closed when laundry rooms are not in use.

8. BARBECUING

No charcoal or propane barbecuing is allowed on the unit patios.

9. DUMPSTERS

In order to avoid vermin and rodent infestation and additional charges for pest control, PUT ALL GARBAGE IN PLASTIC, TIED BAGS. This is a recurring problem and creates a real odor and health hazard for you and your neighbors.

All corrugated boxes must be broken down (FLATTENED) before placing them in the dumpster. DO NOT PUT BULK ITEMS IN DUMPSTERS OR DUMPSTER ROOM; FOR EXAMPLE, NO CONSTRUCTION DEBRIS, TV'S, MICROWAVES, BEDDING, SINKS/TOILETS/BATHTUBS, OLD FURNITURE OF ANY SORT, APPLIANCES OF ANY KIND, CARPETS, PADDING, FLOORING MATERIALS, TILES, PAINT CANS, ETC. MUST NOT BE THROWN IN THE DUMPSTERS.

The garbage trucks are not equipped to handle this trash. All workmen must carry away their own trash and dispose of it elsewhere. IT IS THE RESPONSIBILITY OF THE OWNER OR RESIDENT TO BE SURE THIS IS DONE. THE DUMPSTER AREA IS UNDER VIDEO SURVEILLANCE AND BEING RECORDED.

10. COMPLAINTS

All complaints (ONLY BY OWNERS (NOT RENTERS) MUST BE IN WRITING, SIGNED WITH UNIT NUMBER and placed in the B building office mail box.

11. SCREENINGS

There will be a \$100 fee (subject to change per FL Statutes) for screening and interview by the Board of Directors of prospective owners and residents. If a unit is purchased by or rented to two or more individuals, a screening fee and application will be required from EACH.

Allow thirty (30) days for such screening, from the date of receipt of all required materials, etc. by the Board of Directors.

12. LEASING

A unit may be leased once in a twelve (12) month period with minimum lease of not less than three (3) months and one (1) day; not to exceed twelve (12) months. The Owner must notify the Board of Directors if the renter will be renewing the lease 30 days before the lease expires. The Board of Directors has the option to require residents to be re-screened.

Approval for leasing A UNIT, for any period of time, will not be considered unless the owner has a service contract for all appliances, including plumbing and electric. The term of the contract must cover the length of the lease. A copy of the contract must accompany the lease.

13. GUESTS

The Board of Directors MUST BE NOTIFIED, IN WRITING, of the names of Guests when Owner is NOT in residence. GUESTS MUST NOTIFY THE BOARD OF DIRECTORS OF THEIR ARRIVAL AND DEPARTURE. Remember, these are single-family units, and Owners must limit the number of their guests will be restricted to a thirty (30) day (in aggregate) visit in the unit PER YEAR, otherwise after 30 days; guests will have to apply for residency and be screened by the Board of Directors.

Be sure that your Guests observe all rules and regulations of Island Club Phase Three Inc. and that they do not create a disturbance for other residents. Owners will be held directly responsible for any inappropriate behavior and actions.

14. SECURITY

The Guard House MUST BE NOTIFIED IN ADVANCE when you are expecting guests, service men or deliveries. Otherwise, they will not be admitted. The phone number of the GUARD HOUSE is 954-782-3893. Anyone using the Guest entrance must show picture ID.

15. SIGNS, IMPROVEMENTS, EXTERIOR & PERMITS

No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Owner or Resident on any part of the outside or inside of any unit or any automobile, without prior written consent of the Board of Directors.

No improvements may be constructed on the exterior of the building or on the land upon which it is located without the written consent of the Board of Directors. No exterior paint

shall be applied to any building, exterior doorways or walkways without prior written consent of the Board of Directors.

No outside equipment, objects or any wiring for any purpose may be installed on the exterior of the buildings. No TV dishes are permitted.

If required by the City or County, submit building permits to the Board prior to any renovation or interior alterations inside the unit. Permits are to be visibly posted and displayed on the inside of the window facing the common walkway. **Remodeling is permitted Monday thru Friday from 9:00 AM to 5:00 PM and Saturday from 9:00 AM until 3:00 PM only.**

16. MOVING IN/OUT TIMES

Restricted to 8:00 am to 5:00 pm weekdays; 9:00 am to 3:00 pm Saturdays; not permitted on Sundays or Holidays.

17. MAINTENANCE FEES

Maintenance fees are made payable to Island Club Three Inc. Payment information will be provided to the Owner by Island Club Three Inc. either at time of closing or mailed prior to closing.

A \$25 late charge will be applied if payments are not received by the 10th of each month. Should legal action be initiated, any legal fees charged to the Island Club Phase Three Inc. will be the responsibility of the delinquent owner; remember that delinquencies including late charges, interest, etc. become a lien against the unit which can result in foreclosure.

18. ABSENTEE OWNERS

It will be the Owner's responsibility, before leaving town, to arrange with someone to check their apartment weekly to see that all plumbing, appliances, air conditioners, etc. are in working order and that there are no problems. If there is a problem, that person should notify the Owner's service company, or the Owner, and NOT REFER IT TO A MEMBER OF THE BOARD OF DIRECTORS. **BOARD MEMBERS WILL NOT HANDLE THESE MATTERS unless adjoining units are being affected or in the event of an emergency.**

NOTE: The name and phone number of the person responsible for your unit MUST be left with a member of the Board of Directors in case of an emergency. That person must be a resident of the ISLAND CLUB.

THE CONDOMINIUM ACT PROVIDES, AT CHAPTER 718.111(5) FLORIDA STATUTES, AS FOLLOWS:

"... The Association (Board Member) has the IRREVOCABLE RIGHT to access each unit during reasonable hours when necessary for the maintenance, repair or replacement of any common elements or for making EMERGENCY REPAIRS NECESSARY TO PREVENT DAMAGE to the common elements OR TO ANOTHER UNIT OR UNITS."

When you leave town and the unit is closed, ALL ITEMS MUST BE REMOVED FROM THE DOCKS AND UNSHUTTERED BALCONIES IN CASE OF A STORM, TORNADO OR HURRICANE.

19. KEYS & CONTACT INFORMATION

OWNERS ARE REQUIRED BY LAW TO PROVIDE THE BOARD of DIRECTORS WITH KEYS TO THEIR UNIT, PASS CODES FOR ANY CODED LOCKS AND PROVIDE TELEPHONE/CELL NUMBERS WHERE THE OWNER CAN BE REACHED IN THE EVENT OF AN EMERGENCY.

20. EXTERIOR STORM DOORS AND WINDOWS

In an ongoing effort to maintain a pleasant appearance in our community, Owners are responsible for maintaining the proper appearance of exterior storm doors and screens. If deemed by the Board of Directors that these items are in need of repair or replacement, a warning letter will be sent to the Owner. If corrective action does not occur within 30 days, the Board of Directors will hire a contractor with the charges passed on to the Owner. Failure to pay for any charges will be posted to the Owners account and will be subject to late fees, collection and attorney's fees.

Replacement doors and windows must be approved by the Board of Directors prior to installation. Replacement storm doors and window frames are to be WHITE.

Installing new or replacement storm shutters over windows is not permitted. Only impact windows are permitted.

21. ISLAND CLUB REC CENTER

The ISLAND CLUB REC CENTER has established rules for the POOL AREA, THE BILLIARD ROOM, and THE REC ROOM AND ALL COMMON GROUNDS. PLEASE FAMILIARIZE YOURSELVES WITH THEIR RULES.

22. DOCKS

The number of "detached" docks and the amount of dock space provided is limited and assigned to owners who have purchased docks.

The owners of said docks shall be responsible for paying the maintenance and repairs of said docks and for keeping the same in a safe and sanitary condition. Island Club Three Inc. will bill the owners annually for expenses incurred by Island Club Three Inc. for Manatee Protection, electric usage and dock related expenses. Owners shall reimburse Island Club Three Inc. for these expenses as determined by the Board of Directors. The owner of a dock shall be responsible for keeping the area adjacent to his dock in a clean and sanitary condition at all times. For security, owners are expected to install light bulbs of the approved type and properly maintain the same. Soft White energy efficient bulbs are to be used.

NO DOCK MAY BE OWNED OR LEASED TO BY ANYONE OTHER THAN AN OWNER OF PHASE 3. Docks may be leased to a resident of Phase 3 only.

Dock owners are required to maintain public liability insurance within the prescribed limits of \$300,000 personal injury and \$10,000 property damage and to furnish the Board of Directors with proof of insurance each year.

Any Owner or renter from Phase 3, who wants to use a private dock for fishing, docking a boat or other, must get permission from the dock owner.

In the event that the owner of any dock space should fail to maintain and repair the dock, Island Club Three Inc. shall have the right to maintain the same or make said repairs and to charge the same to said owner as a special assessment, as authorized under Article IX, Section H of the Declaration of Condominium, which shall be payable solely by the owner of the dock. If said assessment is not paid within the times provided, Island Club Three Inc. shall have the right to invoke all of the penalties or rights accorded under Article VIII of the Declaration of Condominiums.

23. BOAT SIZE

Boats (boat length including raised engines) shall not extend into adjoining docks.

Please acknowledge acceptance of RULES AND REGULATIONS.

SIGN _____

Date _____