

**Board Rules and Regulations**  
**Island Village Condominium Association, Incorporated**  
**January 1, 2023**

**Article 1**

**Authority**

Under provision VIII A. 2 of the IVCA Bylaws the following rules and regulations have been promulgated by the Executive Board with individual owner member participation and have been adopted for compliance by owners, tenants and their guests to govern the details of the use of the common elements.

**Article 2**

**Identity and Purpose**

- A. These rules shall be known and may be cited as the IVCA Board Rules and Regulations.
- B. The purpose of these rules is:
  - 1. To give statutory recognition to the condominium form of regulating the use of the common elements.
  - 2. To establish procedures governing restrictions on and requirements for the use, maintenance and appearance of the units and the use of the common elements.

**Article III**

**Good Faith Efforts to Comply**

- A. Condominium living is a choice selection to share with a common goal. Understand and respect the rights of others in this choice.
- B. No resident shall be expected to monitor any activity, and shall not be expected to unnecessarily challenge other's rights. Challenges should be made to the IVCA President and/or an Executive Board member, who represents the association, for violations of specific association rules.
- C. These regulations have been promulgated by the association by individual owner members and committee participation, and have been adopted by the association for compliance by owner members, tenants (renters) and their guests as authorized in the IVCA Bylaws.
- D. Penalties for noncompliance of these regulations shall be as the Executive Board determines, in accordance with Article XIII, IVCA Board Rules and Regulations authorized by Florida statutes.

**Article IV**

**Grievances**

- A. If a resident, observing a violation cannot achieve an equitable resolution, the violation should be reported to an Executive Board member in written form. Every effort will be made to resolve the differences at the Director level. Failing to achieve satisfactory resolution at this level will be incumbent upon the aggrieved Director to present the problem at the next regular meeting of the Executive Board.
- B. Serious problems or violations should be reported to the President immediately, who will convene a special meeting of the Executive Board if determined necessary.
- C. Resolutions adopted by the Executive Board upon the grievance properly presented will be binding.
- D. No resident shall write or distribute letters or memos of personal grievance to other residents. These matters must be handled by the Executive Board.
- E. When a unit owner files a written complaint by certified mail with the Board, the Board shall respond to this unit owner within 30 days of receipt of the complaint. The Board shall give a substantive response to the complaint, noting that a legal opinion has been requested, or notify the complainant that advice has been requested from the association attorney. The failure to act within 30 days and to notify the unit owner within 30 days after the action

taken precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding or arbitration arising out of the complaint.

## **Article V**

### **Obligations of Owners**

- A. Each unit owner and the association shall be governed by, and shall comply with the provisions of the Declaration, Articles of Incorporation and the Bylaws. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the association or by a unit owner against:
  - 1. The association
  - 2. A unit owner
  - 3. Any director who willfully and knowingly fails to comply with these provisions
- B. The prevailing party is entitled to recover reasonable attorney's fees. This relief does not exclude other remedies provided by law.

## **Article VI**

### **Emergency Notifications**

- A. In the event of a FIRE, or call the POLICE, or for in need of an AMBULANCE, DIAL 911. Make a follow-up notification to an Executive Board Member as soon as practicable. For all other complaints, contact the property management company.
- B. Emergency requirements and/or efforts shall be published in regulations governing the facility it regulates.

## **Article VII**

### **Maintenance and Improvement**

- A. Maintenance of the common elements is the responsibility of the association. Maintenance of the Limited Common Element is the responsibility of the unit owner.
- B. There shall be no material alteration or substantial additions to the common elements except in a manner provided for in the IVCA Declaration.
- C. A unit owner shall not make any alterations to his unit which would remove any portion of, or make any additions to, common elements or do anything which would adversely affect the safety or soundness of the common elements or any portion of the condominium property which is to be maintained by the association. An owner may paint a patio or balcony after obtaining paint provided by the association.
- D. If damage is caused to another unit or common/limited common property due to an owner/resident's failure to maintain their unit and/or update appliances, when necessary, will be responsible for any and all damages incurred.

## **Article VIII**

### **Common Expenses**

- A. Funds for the payment of common expenses shall be collected by assessments against unit owners in the proportions or percentages provided in the declaration. Unit owners' shares of common expenses shall be in the same proportions as their ownership interest in the common elements.
- B. A unit owner regardless of how title is acquired, including a purchase at a judicial sale, shall be liable for all assessments coming due while he is the unit owner.

## **Article IX**

### **Liability Limitation**

- A. The liability of the owner of a unit for common expenses is limited to the amounts for which he is assessed for common expenses from time to time in accordance with the declaration and bylaws.
- B. The owner of a unit may be personally liable for the acts or omissions of the association in relation to the use of the common elements, but only to the extent of his pro rata share of common elements, and then in no case shall that liability exceed the value of his unit.

## **Article X**

### **Owners Right to Peaceably Assemble**

- A. All common elements, common areas, and recreational facilities shall be available to unit owners and their invited guests for the use intended.
- B. The association shall not unreasonably restrict any unit owner's right to peaceably assemble.

## **Article XI**

### **Unit Access**

The association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of common elements or for making emergency repairs necessary to prevent damage to the common elements or to another unit or units.

- A. All unit owners and/or their tenants shall make available to the association secretary a duplicate key, or keys, to the parking lot entry door of their unit, to be used only in an emergency if the resident is not available.
- B. It shall be the responsibility of the owner and/or tenant to furnish replacement keys to the secretary when applicable.

## **Article XII**

### **Tenant Liability**

- A. The same authority used to adopt these Board Rules to govern the common elements are also applicable to the tenants:
  - 1. Board Rules and Regulations adopted have been written for the protection of the rights of tenants as well as unit owners.
  - 2. Regulations shall apply to tenants so long as they remain residents of this condominium and have access to the common elements.
  - 3. Residents and tenants, shall be accountable for their own actions, and shall be liable for the same fines contained in Article XIII of this document.
- B. Tenants signing rental leases, must be informed of Article XIII, Board Rules and Regulations by their 'landlord' owners, verbally or written, as a precondition to accepting conditions to rent and share the common elements of this condominium.
- C. Ignorance of this article claimed by tenants (renters) shall not be accepted as a valid or legal reason to avoid liability. Unit owners shall be responsible to inform their tenants of the Article, or be liable for sanctions and/or fines as permitted by law.

## Article XIII

### Assessment Fines

Unit owners may be fined by the association for:

- A. For late payment of assessments in the form of interest at the current legal rate plus late fee;
- B. Non-compliance with Board Rules and Regulations in a reasonable amount as recommended by a committee appointed for that purpose and approved by the Executive Board;
- C. Damage to or replacement of common property in an amount determined by the Executive Board;
- D. Reimbursement for services rendered, such as removal of unauthorized property from common Nonpayment elements; or as otherwise determined by the association.
- E. If an unpaid share of common expenses or assessments is extinguished by foreclosure of a superior lien or by a deed in lieu or foreclosure thereof, the unpaid share of common expenses or assessments are collectible from all the unit owners.
- F. A unit owner, regardless of how his title has been acquired, including a purchaser at a judicial sale, is liable for all assessments which come due while he is the unit owner. The grantee is jointly and severally liable with grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. A first mortgagee who acquires title to the unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that become due prior to the mortgagee's receipt of the deed. However, the mortgagee's liability is limited to a period not exceeding twelve (12) months, but in no event does the first mortgagee's liability exceed 1 percent of the original mortgage debt. The first mortgagee's liability for such expenses or assessments does not commence until 30 days after the date the first mortgagee received the last payment of principal or interest. In no event shall the mortgagee be liable for more than twelve (12) months of the unit's unpaid common expenses or assessments accrued before the acquisition of the title to the unit by the mortgagee or 1 percent of the original mortgage debt, whichever amount is less. Subject to change as prescribed by state law.

## Article XIV

### Cable Television Service

No resident of any dwelling unit, whether tenant or owner, shall be denied access to any available franchised or licensed cable television service, nor shall such resident or cable television service be required to pay anything of value in order to obtain or provide such service except those charges normally paid for like services by residents of, or providers of such services to, single family homes within the same franchised or licensed area agreed to between such resident and the provider of such services.

## Article XV

### Hurricane Shutters

#### **A. Hurricane Shutters:**

- 1. All hurricane shutters shall meet stated Board specifications.
- 2. Any unit owner may install hurricane shutters upon application to the Board of Directors.

#### **B. Hurricane Shutter/Specifications:**

- 1. Shutters shall be any of the following types: rolldown, accordion or storm panels.
- 2. Shutters shall be installed either on the outside (patio side) of living room and bedroom sliding doors or just inside the patio screens or railing.
- 3. Shutter materials may be PVC (plastic), stainless steel, aluminum or armor screen.
- 4. All shutters' materials (except fasteners) shall be white. This includes slats, hoods and tracks.
- 5. All shutter fasteners shall be non-rusting.

#### **A. Unit Owner Responsibilities:**

- 1. Unit owner agrees to be responsible for all costs and expenses incurred in the installations, maintenance and continued first class upkeep of the hurricane shutters, and for all insurance with respect to any casualty in

connection with the hurricane shutters. Unit owner shall permit Association to inspect the shutters, as necessary, to ensure compliance with the Board Rules.

2. Unit owner assumes all responsibility for obtaining all necessary Building Permits. Unit owner is also responsible for adherence and compliance to applicable building codes, where required.
3. Unit owner agrees to construct and maintain the hurricane shutters in a first-class manner. If unit owner fails to maintain the hurricane shutters as required herein, after fifteen (15) days written notice from the Association to the unit owner. The Association shall have the right to perform, or have performed any required maintenance or repair work or to have the hurricane shutters removed and the property restored to its original condition.
4. Unit owner hereby agrees to be personally responsible for all costs thus incurred and grants Association a lien right against the condominium unit referred to here in order to secure payment of any such sums. Said lien shall be foreclosable in the same fashion as liens granted to the Association under the Declaration of Condominium for non-payment of condominium assessments.
5. Unit owner agrees to indemnify, defend and hold harmless the Association from any and all claims, actions, costs or expenses of any nature whatsoever, including but not limited to attorney's fees, arising out of, or because of, the construction and maintenance of the hurricane shutters.
6. Unit owner agrees to be responsible for any damage to the Common Elements or other units which is caused as a result of the construction, installation, maintenance or use of the hurricane shutters described herein.
7. It is expressly understood and agreed by the unit owner that all the above responsibilities shall be binding upon unit owner and his heirs, successors in interest, and assigns, and shall be a condition implied in any conveyance or any instrument affecting title of the aforesaid condominium unit.

## **Article XVI**

### **Windows/Doors/Storm Doors**

#### **A. Windows**

1. Windows along the walkway are to be single hung with a white frame.

#### **B. Doors/Storm Doors**

1. Front entrance doors and storm doors are to be white in color.

All new installations must comply with the new rules.

## **Article XVII**

### **General Regulations**

Unit owners shall maintain an updated copy of these General Regulations for guest and/or tenant information and compliance.

#### **A. Owners And/Or Tenants**

1. The recreational storage area and 'Brown House' building is provided for the owners and tenants.
  - a. Furniture and household items to be stored in the 'Brown House' must have Board approval and be labeled with name and unit number.
  - b. Boats, trailers, campers, trucks and recreational vehicles shall be parked in the storage area and **MUST** be registered with the association prior to storage.
  - c. Disabled vehicles requiring repairs must be moved to the storage area for a period of not longer than ninety (90) days. Unattended, disabled vehicles in disrepair stored longer than ninety (90) days shall be removed at owner's expense.
  - d. Operable cars may be stored in the fenced area and must be registered with the association prior to storage. The fenced area is **NOT** to be used for additional daily parking.
2. **Quiet-hours** are to be observed from 10PM to 8AM. Moreover, at all times of the day, residents should take care to modulate the volume on their televisions, radios, music players and the like so as not to disturb their neighbors.

3. **Bug Control:** All resident units shall be sprayed with insecticide by schedule. For proper bug control, all residents shall allow the maintenance personnel entry for spraying; however, residents who do their own spraying shall submit evidence to that effect upon request to the Executive Board for control purposes.
  - a. Should a unit not be available for insecticide spraying during the scheduled time, there will not be spraying until the next scheduled time.
  - b. Residents supplying their own insecticide shall notify the Executive Board to have pest control bypass them and furnish the Association with documentation that the unit is being treated.
4. **Fire extinguishers** shall be kept and maintained in each resident's dwelling. It is the resident's responsibility to maintain their own fire extinguisher.
5. **Barbecue Grills:** Residents must use caution while using grills.
  - a. Liquid starter/propane is NOT permitted to be used and/or stored on patios and/or balconies.
  - b. ONLY electric grills are permitted to be used and/or stored on patios/balconies.
  - c. Keep fire extinguisher handy.
6. **Patio blinds/shades:** Residents may hang patio blinds/shades of their own choosing, provide they are neutral colors (beige, cream or white) without gaudy designs. Blinds/shades must be kept neat and in good repair:
  - a. Screen enclosures may be installed, provided they match existing screen. Screen replacement is the responsibility of the owner.
  - b. Patio enclosures (protective plastic sliding windows) may be installed on existing screens, providing they match existing enclosures and MUST be pre-approved by the Association.
7. **Items of clothing** or laundry shall not be visible from the exterior of any building or from patios.
8. **Air Conditioners:** Owners are responsible for the maintenance, repair and replacement of their air-conditioners, included any and all wiring and piping.

#### **B. Common Elements**

1. The common elements are identified as 'Private Property':
  - a. Common elements, patios and balconies: Ceiling, walls and floors of patios and balconies are **limited common** elements.
  - b. Signs shall be posted at the entrance to the common elements announcing it is Private Property with other such appropriate information identifying dwelling by number, location and direction.
  - c. Crime Watch signs may be posted throughout the common elements announcing participation in a Crime Watch program.
  - d. Appropriate traffic signs relating to parking and speed control may be posted in appropriate areas.
  - e. "For Sale" or "For Rent" or other solicitation signs are not permitted within the property.
2. Owners renting their units relinquish their rights of access as long as their units are rented to others. Recreational facilities are not available to non-resident owners or their families and guests.
3. For reasons of safety, security, and common sense, all recreational facilities (pool area, recreation room storage area, and tennis court) shall be locked at all times.
4. The Executive Board shall monitor the recreational facilities and make recommended regulations for board approval.
5. Persons entering recreational facilities with their own keys assumedly prove residency, therefore assuring other residents their rights of access, without undue challenges.
6. Recreational facility keys may be purchased by residents from the association secretary. Keys should be passed on to new owners and tenants when the unit has been sold or rented:
  - a. Pool area and Recreation room keys are the same key. These keys are not to be copied, sold, given or loaned to any person who is not an IVCA resident.
  - b. For safety and/or security reasons, lost keys shall be reported to the Executive Board.
7. Residents shall be responsible to ensure the security of recreational areas used by conscientiously making certain that the area is locked upon their departure.
8. Planting or removing flowers, trees, shrubs, etc., on the common elements of IVCA shall be done only with the knowledge and permission of the Executive Board except for the following:
  - a. Plots at the parking-lot-entry end of each unit maybe maintained by the owner and/or tenant at his discretion.
9. Swimming, boating or fishing is not permitted in the lake.

10. Riding bicycles, skates, skateboards, etc. is not permitted on walkways or sidewalks.
11. Sleeping is not permitted in recreational vehicles on the common property and utility hook-up is prohibited.

**C. Guests**

1. Residents are responsible for the conduct of their guests.
2. A resident's guest is one who is legitimately visiting the dwelling or a resident.
  - a. A legitimate guest may have access to recreational facilities only as long as they either are accompanied by their sponsor resident, or can produce such evidence as the resident's dwelling key and recreational facility key.

**D. Parking**

1. Residents shall use the parking area marked for their unit. The unmarked spaces located near the units of each building shall be shared by all residents on a first come, first served basis.  
Exceptions are permitted for emergencies or for major maintenance repairs on or in dwellings.  
Unmarked spaces may be used by guests or commercial maintenance personnel on a first come first served basis.
2. There shall be no parking over the sidewalks. Vehicles must be parked with bumpers parallel to the sidewalk curbs:
  - a. Parking over the sidewalk with car bumpers is a safety hazard and is an infringement on others' rights to access these common elements safely with walkers or wheelchairs. Residents shall be responsible for their guests not to park over the sidewalks with their car bumpers.
  - b. Executive Board members shall bring parking violations to the attention of residents on occurrence. Continued violators shall be subject to fines as authorized.
  - c. Owners shall be liable for pavement damages due to oil leaks and other fluid discharges where the vehicle is parked.
3. All vehicles on IVCA property must have a current license tag and be legal to operate. Any vehicle without a current license tag and in legal condition will be considered in violation and towed at the owner's expense.
4. There shall be no parking parallel to or along the fence.
5. Vehicles shall not be parked near the entrance to IVCA in order not to interfere with the flow of traffic.
6. To avoid vehicle exhaust fumes, caution should be exercised when parking, or performing minor maintenance on vehicles when the exhaust end is up to the curb near dwelling. It is recommended that parking front end first be done where possible.

**E. Pets**

1. No unit owner, resident tenant or guest shall allow an animal to be brought, kept or maintained in any unit or on the common elements, except for:
  - a. Cats: no more than two (2) cats kept or maintained in unit, and all cats must be kept inside the unit at all times.
  - b. "Small birds": shall exclude parrots, macaws and the like, and no bird shall be allowed to be a nuisance or annoyance to other residents.
  - c. No Dogs: no dog is allowed on condominium property at any time.
  - d. Aquarium fish are allowed.
2. There will be no feeding or harboring of any stray animals such as cats and dogs at any time by owners and tenants.
3. The Executive Board must be notified, in advance of the residency, of all pets living in a unit.

**Article XVIII**

**Recreation Regulations**

**General Rules**

The Executive Board of Directors shall regulate or monitor, all recreational facilities, and make recommendations to the President for board approval on maintenance, restrictions, etc. The following regulations generally apply to all of the activities:

1. Children under twelve (12) years of age must be accompanied by a responsible adult.
2. Equipment belonging to recreational facilities shall be locked in the recreation room closet when not in use.
3. Damages to equipment of recreational facilities shall be reported to the Executive Board.
4. All persons shall use the recreational facilities at their own risk.
5. The pool area, recreations room, storage area and tennis court shall be locked at all times.
6. Residents and their guests shall not regulate common element lighting, water pumps, or other equipment normally regulated by the maintenance personnel.
7. Residents and their guests entering recreational facilities with their keys assumedly prove residency; therefore, assuring them their right of access.
8. Residents shall ensure the security of areas used by conscientiously making certain that the area is locked upon their departure.
9. Complaints, contact a member of the Executive Board.
10. Use of the recreation room is prohibited after 10PM unless due to an association sanctioned function.

## **Recreational Facilities**

### **A. Recreation Room**

The recreation room is available to all residents and their guests who have a recreation room key.

1. Limited personal use of the recreation room by a resident is permitted, provided advanced reservations are made with the recreation committee member.
- ~~2. Volunteer donations of recreational items are encouraged.~~
3. Residents may invite friends and relatives to specific planned functions as determined in advance by the recreation committee.
4. The recreation room is also the designated association "Board Room" used for Executive Board meetings.
5. ~~When entering the recreation room from the pool area, efforts should be made to dry off sufficiently.~~ **Do not enter or utilize the recreation room when wet or damp.**
6. Equipment, such as utensils, dishes, furniture, etc. belonging to the recreation room shall remain in the recreation room and shall not be loaned out.
  - ~~a. Residents using kitchen utensils, equipment, etc. shall wash, clean and return all items to their proper place.~~
  - b. Any malfunctioning electrical appliance should be reported to the recreation committee immediately.
7. Pool table usage is available at any time the rec room is open, except during planned or reserved activities.
  - a. The pool table is not to be used for anything it was not intended for unless covered by a protective board.
  - b. Users of the pool table shall leave it in a clean condition when they are finished using it.
  - c. Food or drink should not be placed on the pool table.
8. The association office shall be closed to all recreational activities.
9. Security: The last resident to leave the recreation room shall assume the responsibility of security by:
  - a. Turning off the lights
  - c. Locking the entrance door

### **B. Swimming Pool**

1. The fenced swimming pool area is available to residents and their guest, who have a key.
2. **Pool and enclosure hours are from dawn until dusk.**
3. Proper bathing attire must be worn to enter the swimming pool.
  - a. Levis, cut-off pants, Bermuda shorts, etc. are not permitted.
  - b. Children not toilet trained are required to wear "Swimmies" which are pool safe diapers.
  - c. Swimming in the nude is not permitted.
4. Residents and their guests are required to use the pool shower before entering the swimming pool in an attempt to remove excessive oils and lotions.
5. Residents or guests with skin rashes or sores, etc. shall not be permitted in the swimming pool.
6. Loud yelling, vulgarity, horseplay, disturbing noises or loud music, is not permitted in the swimming pool area.
7. Breakable items, such as glass bottles, glasses, etc., are not permitted in the swimming pool area.
8. Food and drinks.



- a. Drinks in cans, plastic or paper containers, are permitted, so long as the containers are brought no closer than four (4) feet from the water and are properly disposed of in receptacles provided.
- b. Food: Food may be permitted, so long as it is brought no closer than four (4) feet from the water and all trash removed afterwards.
- 9. Litter containers maintained in the pool areas shall not be used for the disposal of food, food containers or diapers.
- 10. Rafts, beach balls, underwater gear, etc. shall not be permitted in the swimming pool.
- 11. Swimming aids: exercise equipment, water wings, arm rings, small safety rings, etc. shall be permitted in the pool, so long as they are used for their purpose. **Anything left at the pool will be disposed of.**
- 12. Sun umbrellas that are unfolded shall be folded upon completion of use.
- 13. Chairs and tables should be put in proper order before leaving.
- 14. Residents/guests using the pool areas shall ensure safety and security by abiding by these regulations and making sure that the pool area is locked at all times.
- 15. Smoking is NOT permitted in the fenced pool area at any time.
- 16. Children under twelve (12) years of age must be accompanied by a responsible adult.
- 17. **All persons are to utilize the ADA/pool bathroom when necessary. Do not use the recreation room bathrooms.**

**C. Tennis Court**

- 1. The tennis court is available to residents and their guests, who have a key.
- 2. Equipment (such as net, chairs and benches) shall not be removed from the tennis court.
- 3. Tennis player user groups may be formed for competition.
- 4. Tennis player user groups may, and are encouraged to, maintain the tennis court for cleanliness and make recommendations to the recreation committee for maintenance and restrictions for use.
- 5. Tennis players shall observe proper decorum expected of them.
- 6. Residents using the tennis court shall ensure safety and security by abiding by these regulations and making sure that the tennis court is locked at all times.

**D. Shuffleboard and Putting Green**

- 1. The shuffleboard and putting green are available to residents and their guests.
- 2. Equipment may be stored in the recreation room closets.
- 3. Resident players may group for competition.
- 4. Players shall observe proper decorum expected of them.
- 5. Residents using the shuffleboard and putting green shall ensure safety standards and abide by these regulations.

**Article XIX**

**Amendments**

- A. ~~Amendments~~ **Revisions** to these IVCA Board Rules and Regulations may be proposed by the Executive Board of the association acting upon a vote of the majority of the Board Members, or by a majority of the members of a committee appointed by the President for that purpose.
- B. Any ~~amendment~~ **revisions** being proposed must have had:
  - 1. A chance for unit owner input and/or participation
  - 2. A public discussion at a regular board meeting, or special board meeting called for the purpose acting on the ~~amendment~~ **revisions**, prior to the Executive Board approval.
- C. Upon adoption of ~~an amendment~~ **a revision** by the Executive Board, it shall be transcribed, certified by the President and Secretary, acknowledged by committee members, if appropriate, and a copy made available to each unit owner and/or tenant for compliance.

**Executive Board Approval**

Date \_\_\_\_\_

\_\_\_\_\_ **Ruth Thomas, President** \_\_\_\_\_ **Mary Touris, Secretary**