

# ***ISLAND COVE***

## ***CONDOMINIUM***

### **RED BOOK OF RULES & REGULATIONS December, 2015**

Section 7.1 Revised 5/16/17;  
Section 7.2 & 7.3, 19.1 Revised 1/16/18



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*Condominium Living is a unique lifestyle that takes compromises, compliance, effort, consideration and common sense understanding, as well as the desire to accept owning and living within this type of community. These Rules & Regulations are designed to make living for you and your neighbors pleasant and comfortable. The restrictions that we impose upon ourselves are for the mutual benefit of all.”*

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**ISLAND COVE CONDOMINIUM  
RED BOOK OF RULES & REGULATIONS  
REVISED 2015**

The Rules & Regulations hereinafter enumerated as to the Condominium Property, the Common Elements (CE), Limited Common Elements (LCE) when referenced, the Condominium units, and the Condominium in general **shall apply to and be binding upon all** Unit Owners, their family members, guests, invitees, servants, Lessees, persons for whom they are responsible and persons over whom they exercise control & supervision. **The Unit Owners shall at all times obey the Rules & Regulations and shall use their best efforts to see that they are faithfully observed by their Lessees, families, guests, invitees, servants, persons for whom they are responsible and persons over whom they exercise control and supervision.** Residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other Residents, guests, occupants, invitees or directed at its agents, management, its employees or vendors. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other Unit Owners pursuant to the terms of the Bylaws, Declaration of Condominium, and Articles of Incorporation of Association. **Violations may be remedied by the Association by Chapter 718, Florida Statutes (Florida Condo Act) and legal means, and the Association shall be entitled to recover** in said actions any and **all court costs** incurred by it, **together with** reasonable **attorneys' fees** against any person violating the Rules & Regulations, or the Declaration of Condominium and any of the exhibits attached thereto. Any waivers, consents or approvals given under these Rules & Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations, unless notified in writing by the Board of Directors.

The Rules and Regulations are as follows:

**1. VIOLATIONS OF RULES & REGULATIONS**

- 1.1 **Violations should be reported, in writing,** to the President of the Association, the President's designee, Unit Owners' designee or the Board of Directors.
- 1.2 Violations will be called to the attention of the violating individual by the President of the Association or the President's designee, who will notify the appropriate committee and the Board of Directors.
- 1.3 Disagreements concerning violations will be presented to and be judged by the Board of Directors of the Association.
- 1.4 **Unit Owners are responsible for compliance by their guests or Lessees with these Rules & Regulations.**
- 1.5 The Association will enforce all the laws of Brevard County and the State of Florida.

**2. COMMON FACILITIES**

*(EMERGENCY – Dial 911)*

- 2.1 The facilities of ICCA **are for the exclusive use of RESIDING** Unit Owners, Lessees, Resident house guests, temporary occupants, and limited guests.
- 2.2 **Any damage** to the recreation facilities or other common areas or equipment **caused by Unit Owners' Lessees, temporary occupants, Resident house guests, or guests** shall be repaired **at the expense** of the Condominium parcel Unit Owner.
- 2.3 All Unit Owners shall have the right to question any person who is on the Common Property.
- 2.4 **All Unit Owners share the cost of water and common electric usage.** *(Conserve energy when using any facility.)*
- 2.5 **No animal or pet is permitted inside of fenced pool area.**
- 2.6 **Keys to recreational facilities must be kept and not given out** to anyone who does not **RESIDE** in the unit. Entrance/exit to any facility shall be through the key gate/door only and doors/gate shall not be propped open, **EXCEPT** for maintenance or specific Board approval.

- 2.7 Residents and/or guests shall not restrict the use of the pool or certain areas of the pool, Clubhouse and other common areas.
  - A. Fireworks are strictly prohibited from use on any part of ICCA Property.
- 2.8 According to the Fire Code of Brevard County, Florida, there shall be no personal items stored in the Chute Room except for the following:
  - A. Storm shutters to attach to front windows in case of storms.
  - B. Ladders and dollies shall be used, only obtaining permission from the Unit Owner (their name is on the item). The borrowed ladder or dolly must be returned to the Chute Room of the floor from which it was borrowed.
  - C. Grocery carts for that particular floor.
- 2.9 Residents and Residents' house guests shall call the authorities regarding any activity appearing to be life-endangering, suspicious or illegal. Call 911 and/or report the occurrence to the Brevard County Sheriff. Also, report the occurrence to a Board Member.

### 3. LEASE/RENTALS

*(READ Leasing Amendment 5 & RR 29 MOVES)*

- 3.1 *(Excluding related parties, as defined in Amendment 5)* **No unit may be leased/rented during the first year of ownership; and unit may not be leased for less than a continuous period of One Hundred Eighty (180) days and no more than twelve (12) months.** A unit may be leased only in its entirety, including a garage. When a unit is leased, a Lessee shall have all use rights in the Association Property and the Unit Owner shall not have such rights except that as a guest. **A security deposit is required along with the Unit Owner's written request to lease.**
  - A. To request a lease or rental of your Unit: Unit Owner shall provide to the Treasurer the following:
    - 1. Written rental request.
    - 2. A copy of the Lease with the ICCA Lease Addendum.
    - 3. A Lessee credit report dated no earlier than 30 days of such written request.
    - 4. A Lessee background report dated no earlier than 30 days of such written request.
    - 5. A \$500.00 Certified or Cashier's Check.
  - B. **LESSEE** *(or Unit Owner)* shall give a \$500 security deposit, by CERTIFIED OR CASHIER'S CHECK *(no cash or personal check)*, **made payable to I.C.C.A.,** to the Leasing Committee or Treasurer. **Any damage above the \$500 shall be due within three (3) days from the Unit Owner, including replacement of the \$500 security deposit and, if not forthcoming, may constitute a lien on the unit.** After Lessee moves in, a member of the Board of Directors shall inspect for any damage caused to the Common Elements or Association Property. If no damage is found, the security deposit will be held in a non-interest bearing account, maintained by the Association, until Lessee moves out or expiration of the lease agreement. The security deposit is not refunded until after Lessee has moved out and no damage has been caused by the Lessee to the Common Elements or Association Property during the move. Monies will be refunded within fifteen (15) days upon inspection by a Board Member.
  - C. Unit Owner or managing firm/person is responsible for prompt communication and appropriate action of any Lessee violation notification from the Association.
  - D. **Moves must be made between 9:00 am and 9:00 pm. Moving vans must be small enough to enter the front gate without jumping curbs.**

### 4. PARKING

- 4.1 General rules for parking vehicles on ICCA Property:
  - A. Vehicles shall not park on or beside the yellow curb lines.
    - 1. There is one exception: the "yard care" vehicles may temporarily park next to the yellow curb line; however, they shall not block the fire hydrants.
    - 2. There is zero tolerance for any other vehicles parking on or alongside the yellow curb lines.

- B. Vehicles shall not park blocking the entrance or exit of any garage.
- C. Vehicles shall not back into any parking space.
- D. Vehicles shall park no further away than 6” from the front concrete tire stopper in each parking space.
- E. Vehicles shall not block the main entrance to the Lobby Area except for the temporary use to load or unload people, luggage, groceries or the like.
- F. Vehicles shall not park at any time in the yellow-lined area designated for trash dumpster pick-up.
- G. Vehicles shall not block the Recycling Areas.
- H. Vehicles shall not display any towels or clothing articles on vehicles while on ICCA Property.
- I. All vehicle owners shall be responsible to pay for any damage done by them, their guests or their vendors, to buildings, walls, pavements, gates, floors, elevators or any ICCA Property.
- J. All Rules and Regulations shall be observed without regard to the number of vehicles owned by or in possession of the occupants’ Condominium units.
- K. The ICCA shall not permit any junkers, wrecks or abandoned vehicles on the ICCA Property.
- L. All vehicles parked on ICCA Property shall have the following:
  - 1. Current license tag.
  - 2. Be in good driving condition.
- M. ICCA shall not be responsible for any damage to or theft of any vehicle parked, operated on or towed from the ICCA Property. These matters are solely the responsibility of the vehicle owners.
- N. Residents shall be held responsible for the actions of their Lessees, vendors, housekeepers, family or visitors. Please inform them of the ICCA Rules and Regulations.

4.2 “Residents Only” parking in front of building 343:

- A. No one, other than residents who have registered their vehicles with the ICCA Condo Association and have a fixed ICCA parking sticker adhered to their rear window are allowed to park in this area from 7:00 pm to 7:00 am. Family and guests of residents may park in front of Building 343 during the hours of 7 am and 7 pm only. ICCA Parking Decals are issued to the Unit Owner of record for use on the Unit Owner’s vehicle of record. Parking decals shall be visibly displayed by being adhered to/not taped to the lower left side of the rear window. The Parking Decals shall not be transferred to others. This action shall void the eligibility of the Unit Owner’s vehicle to park in the “Residents Only” parking area.
- B. Since parking is limited, Residents shall utilize their garage first before using these parking spaces.
- C. One (1) vehicle per Condominium unit shall be permitted to park in these parking spaces.
  - 1. The following vehicles are not permitted to park in “Residents Only” parking spaces:
    - a. Housekeepers.
    - b. Healthcare workers.
    - c. Real estate agents.
    - d. Contractors.
  - 2. Residents needing close access to the 343 Building for their vendors, builders & maintenance workers must obtain special written permission from the Board of Directors.
- D. Handicapped Spaces:
  - 1. Vehicles are required to have a current Handicapped placard visibly hanging from the rearview mirror or a current Handicapped license plate.
  - 2. Handicapped parking spaces are on a “first come, first served” basis.

- E. The following are to utilize the northeast parking area:
  - 1. Motorcycles.
  - 2. Vehicles over 20 ft.
  - 3. Vendors.
  - 4. Visitors.
  - 5. Residents' vehicles when the "Resident's Only" parking spaces are filled.
- F. Boats on towable trailers:
  - 1. Prior to bringing boats and/or trailers on to ICCA Property: The owner must register with the ICCA President, presenting the following:
    - a. Ownership information.
    - b. VIN number.
    - c. Current tag numbers.
  - 2. Owners with boats on towable trailers shall park next to garage 12 and across from garages 13 and 14. There shall be no protrusion of trailer hitch, etc., or any part of a vessel or trailer. The trailer must be 16'7" from the rear concrete stop and a maximum of 8'9": wide.
  - 3. Use of this area is on a "first come, first served" basis.
- G. Car wash spaces located by Garage 7:
  - 1. The space directly next to Garage 7 is a regular parking space.
  - 2. The two spaces south of the above-described space in #1 are reserved for vehicle washing only.
  - 3. Vehicles shall not be washed at any other place on ICCA Property.
  - 4. Residents, vendors or visitors, shall not use the "car wash" spaces for parking at any time.

4.3 Towing of vehicles:

- A. Vehicles not following the parking rules and regulations shall be towed, without notice, at the vehicle owner's expense.
  - 1. All expenses of towing and storing of the vehicle are solely the responsibility of the vehicle owner.
  - 2. ICCA accepts no responsibility for any damage done to the vehicle by towing and storing. These matters are solely the responsibility of the owner of the vehicle.
  - 3. Only Board of Directors are authorized to have vehicles towed. Towing contact information is located on outside fence at gate entrance.

4.4 No parking spaces are permitted to be used for the storage of Non-Resident vehicles, including vehicles belonging to Residents' family members, guests, friends, etc. (i.e., out of town, away on vacation, cruises, airport).

4.5 Building 333 (LCE) driveway double-parking or extended vehicles must not be parked in a manner that allows any part of any vehicle to overhang onto roadway or grass.

A. Vehicles shall not be parked in 333 building parking area for more than 24 hours.

4.6 Speed limit within complex is 5 mph and shall be observed by all Residents/guests.

5. **CLUBHOUSE** (Capacity is 62 people)

***EMERGENCY – Dial 911***

5.1 Clubhouse hours are from 7:00 am to midnight, **which includes clean-up time.** All areas of the Clubhouse, including the pool/deck area, dock and grounds must be checked for any trash left by guests and disposed of properly.

5.2 **Children fourteen (14) years and under** must be accompanied and supervised by a responsible adult.

5.3 All Unit Owners share the costs of the Common electric usage. **Do not use the outside lights for indoor functions.**

5.4 Do not remove any furniture or equipment from the Clubhouse or pool area without the written permission from the Board.

5.5 **Do not bring any type of glass containers** from the Clubhouse onto deck, pool or dock.

5.6 Dry off with a towel after using the pool **before** entering the Clubhouse.

- 5.7 Although music may be played **inside** of the Clubhouse, **music shall not be turned to a volume for use on the deck or pool area.**
- 5.8 **Smoking is prohibited in the Clubhouse.**
- 5.9 **The following things must be completed before leaving the area:**
- A. The Clubhouse must be cleaned, dusted, mopped and vacuumed, etc., according to the list from the Treasurer.
  - B. Turn off A/C.
  - C. Turn off any fans.
  - D. Turn off both inside and outside lights.
  - E. Remove all trash by taking it to the front dumpsters.
  - F. Be sure all Clubhouse doors and windows are locked and that all water is turned off.
  - G. Be sure both bathroom doors are locked and all water is turned off.
  - H. Be sure the pool gates are locked.
  - I. Be sure the gate at the end of Merritt Avenue is closed and locked.
- 5.10 **TO RESERVE CLUBHOUSE:**
- A. Residents desiring to reserve a day/time to use the Clubhouse must notify the ICCA Treasurer (or appointed Resident), advising of the date and giving the Treasurer (or appointed Resident) a deposit of \$50.00.
  - B. Clubhouse may be reserved **for social purposes ONLY** by **RESIDING** Residents and not for business meetings of any kind, **EXCEPT:** ICCA Meetings. (*Calendar reserved dates are posted on bulletin boards next to the 333 & 343 elevators.*)
  - C. **Pool or deck cannot be reserved.** But may be used when reserving Clubhouse, but **shall not** infringe on other Residents' usage.
  - D. **Parking for all Clubhouse reservations is permitted ONLY on the lawn next to the Clubhouse (entering through Merritt Avenue gate) and along Merritt Ave.**
  - E. Residents should contact the Association at least one (1) week in advance to complete an Application Form and give a deposit check for \$50.00, made payable to I.C.C.A. **The deposit check shall be refunded if the Clubhouse is cleaned in accordance with the checklist posted in the Clubhouse kitchen.** If the facilities are not left clean, and the condition is not remedied immediately, the \$50.00 shall be forfeited to offset **the cost to clean the property.** If the cost of clean-up or any damage **exceeds** the amount of the deposit, then the Resident reserving the facility shall pay the difference to the ICCA Treasurer.

## 6. **DRY SAUNA – Closed**

## 7. **SWIMMING POOL (Capacity is 20 people.) (EMERGENCY: CALL 911 and notify ICCA Board.)**

- 7.1 Residents and their guests using the swimming pool do so at their own risk. **NO lifeguard on duty.** Pool hours are from 9:00 am to 10:00 p.m. (Note: Pool hours were changed from 7 a.m. to midnight to 9:00 a.m. to 10:00 p.m. at the May 16, 2017 Board Meeting.)
- 7.2 **Children sixteen (16) and under must be with and under the supervision of the Unit Owner or Lessee or an adult guest of the Unit Owner or Lessee.**
- 7.3 Pool is for Unit Owners, their Lessees and guests.
- 7.4 Shower before entering the pool.
- 7.5 Proper bathing suit attire is required. T-shirts or jean shorts shall not be worn in the pool. A bathing cap must be worn over hair that is past shoulders.
- 7.6 Children not toilet trained must wear rubber pants.
- 7.7 Cover-ups and footwear shall be worn outside of facilities area.
- 7.8 **NO DIVING**, horseplay, running, ball playing, climbing of fences or throwing of objects.
- 7.9 **NO GLASS CONTAINERS** are allowed on the deck or pool area and **food/cigarettes are prohibited on the pool edge or in pool.**
- 7.10 Pool furniture must **NOT** be removed.
- 7.11 Floats or items of similar nature for children, **except swimming aids,** are not permitted in pool.
- 7.12 Music at deck/pool area shall be kept at a **low volume or use ear buds** so as not to disturb others.
- 7.13 All trash and/or personal/pool items **must be removed PRIOR to exiting,** as well as **ensuring all doors/gates are locked.**

- 7.14 “After-hours” types of pool party swimming/gatherings, skinny dipping, inappropriate conduct, etc. will not be tolerated. Residents should call 911 about any activity that appears to be illegal or suspicious and report to ICCA President or Board Member.
- 7.15 All posted Pool Rules and Regulations shall be adhered to.

**8. WHIRLPOOL (Capacity is 9 people) *(EMERGENCY DIAL 911)***

- 8.1 Water temperature is NOT to exceed 105° F. **DO NOT USE SOAP.**
- 8.2 Members and guests using the whirlpool do so at their own risk.
- 8.3 **NO children six (6) and under are permitted, even if accompanied by an adult.**
- 8.4 **Children fourteen (14) & under must be under the supervision of an adult.**
- 8.5 **Whirlpool hours are from 7:00 am to midnight.**
- 8.6 Shower before entering whirlpool.
- 8.7 Proper bathing suit attire is required. No T-shirts/jean shorts, etc.
- 8.8 No food, beverages or glass are permitted in whirlpool or on whirlpool.
- 8.9 **NO DIVING.**

**9. NOISE**

- 9.1 Unless expressly permitted in writing by the Board of Directors, the installation of any hard surface floors in any Condominium parcel **is prohibited.** The installation of hard surface flooring must be over sound absorbent material. Proof of sound absorbent material is required and must be submitted PRIOR to any hard floor installation approval. Should noise transmission create a disturbance or a nuisance after installation, the responsibility remains that of the Unit Owner to abate the noise transmission.
- 9.2 To ensure your own comfort and that of your neighbors, exercise equipment shall not be used from 9:00 pm to 9:00 am.
- 9.3 Radio, stereo or television sets shall be turned down to a minimum volume between 9:00 pm and 9:00 am. Noise that can be heard outside of a unit’s door is considered too loud.
- 9.4 Audio equipment/base, televisions/surround sound, musical instruments, loud radios, slamming of doors, yelling, loud mufflers/vehicles, non-emergency honking of horn, or loud music from vehicles or porches is unacceptable at any time.
- 9.5 All unnecessary noises such as bidding good night to departing guests, music or raised voices on porches or walkways, and slamming car doors between 9:00 pm to 9:00 am should be avoided.
- 9.6 All Residents and/or guests shall be considerate of their neighbors. Residents should be aware that loud noises can carry through the walls and floors to other units, such as loud TVs, loud music, washers and dryers, exercise equipment.
- 9.7 No construction and/or contractor noise of any kind is allowed prior to 9:00 am and after 9:00 pm, unless specifically approved in writing by the Board of Directors

**10. PETS**

- 10.1 **Feeding of wildlife is prohibited anywhere in the complex area.**
- 10.2 No bird, pet, reptile, rodent, or other animal may be kept or harbored in the Condominium unless it has been approved in writing by the Board of Directors, **EXCEPT:**
- 10.3 Each unit is permitted **a single dog OR a single cat** provided its total body weight at maturity **shall not exceed 35 lbs.** **NOTE: Non-Resident pets weighing over 35 lbs. are not permitted in units, complex or walked on ICCA Property.**
- 10.4 No pet, animal or wildlife shall be maintained or harbored within a Condominium unit, porch, patio, balcony, garage or courtyard, which would create a nuisance to any other Unit Owner. A determination by the Board of Directors that a pet, animal or wildlife maintained or harbored within a unit, porch, patio or balcony creates a nuisance shall be conclusive and binding by all parties.
- 10.5 **All pets** when outside of the pet owner’s unit **must be leashed** or confined in a container.
- 10.6 Unit Owners/Lessees and their guests shall **pick up** any fecal matter with a plastic bag, tied up and properly placed inside the dumpster.



- 10.7 Residents shall not permit their animals to relieve themselves on the building, in the elevator or in the hallways. If this happens, Resident shall clean up that area.
- 10.8 Residents and/or Guests shall not permit their animals to relieve themselves on the shrubbery or plants since this can cause damage to the plant. If this happens, Resident will replace plants at their cost.
- 10.9 Domesticated cats MUST be confined to the interior of the unit and not let loose on common property. Litterbags must be removed from the unit, porch or garage on a regular basis to avoid foul odor.
- 10.10 Air duct cleaning, fumigation and/or carpet cleaning may be required from Board of Directors if an odor permeates outside of unit or serious flea/roach infestation occurs. All costs will be the responsibility of Unit Owner.
- 10.11 In addition to the above pet regulations, **all animal control ordinances & guidelines will be adhered to** by all Residents, guests, family members or the designated person taking care of the pet.

## 11. **OBSTRUCTIONS**

- 11.1 No radio or television aerial/antenna or satellite dish shall be attached to, or hung from the exterior of the Condominium or the roof thereon without the written approval of the Association.
- 11.2 Sidewalks, entrances, driveways, passages, patios, courtyards, vestibules, stairways, halls and corridors **must be kept open and shall not be obstructed in any manner.**
- 11.3 **No sign, notice or advertisement** shall be inscribed or exposed on or at any window or other part of the Condominium, nor shall anything be projected out of any window in the Condominium, **EXCEPT:** such as shall have been approved in writing by the Board of Directors.
- 11.4 **No drying of clothes/towels**, etc. is permitted in stairwells, hallways, on railing or outside of the unit.
- 11.5 Only **temporary** storage should be used in areas marked "Storage".
- 11.6 Hoses shall not be left on outside faucets or in yard area and must be placed in garage or porch when not in use.
- 11.7 Walkways shall be kept clear and free from any obstruction that might interfere with traffic during an emergency or otherwise; **including**, but not limited to, **unit screen doors may not be left in the propped open position.**
- 11.8 Plants, statues, door mat, or any other objects in the alcove **shall not extend or protrude beyond the plane of the front alcove into the walkway & shall not impede easy access to a unit.** All objects and containers must be maintained, kept orderly and in good repair. **Board of Directors may, at any time, require removal solely on aesthetic purposes.**

## 12. **CHILDREN**

- 12.1 Unless stipulated a **"child/children" are of age fourteen (14) and under.**
- 12.2 Children are not to play/hang out in public halls, elevators or stairways.
- 12.3 Adult supervision must be exercised when children are playing on ICCA Property. **Children watched from inside of unit are not considered supervised.**
- 12.4 Children are not permitted near or in retention ponds, any drainage site, solar panel, etc., on ICCA Property and climbing of trees, fences gates & walls, including ball bouncing on walls or buildings, etc., **is strictly prohibited.**
- 12.5 Skateboards, motorized scooters, go carts, dirt bikes, three (3) or four (4) wheel "all terrain" type vehicles are strictly prohibited and shall not be operated in the community.
- 12.6 Bicycles must be placed or stored in a unit's garage or porch. Roller skates/blades or bicycles **shall not be permitted on unpaved area, walkways (LCE) driveways or inside of fenced pool area.**

**13. DESTRUCTION OF PROPERTY**

- 13.1 No Unit Owner, family member, guest, invitee, employee, Lessee, person for whom they are responsible or person over whom they exercise control and supervision shall damage, mar, mark, deface, or engrave any part of any Condominium Property. **Unit Owners shall be financially** responsible for such damage.
- 13.2 Tampering, adjusting, capping, vandalizing, destroying any part of sprinkler system, control/circuit boxes, solar panel, or any other Condominium Property, etc., **shall not be tolerated and is strictly prohibited.**
- 13.3 Honey Bees, Carpenter Ants or Termites **can cause destruction in or around building and must be reported** immediately to any Board Member.
- 13.4 **Vehicles with oil/fluid leaks** must have a collector pan placed under the vehicle immediately to limit damage to common parking spaces and roadway. Leaks shall be repaired within twenty-four (24) hours and, if ignored, all costs of clean up will be Owner's responsibility.

**14. EXTERIOR APPEARANCE**

- 14.1 The exterior of the Condominium, all common areas, and all other areas appurtenant to the Condominium shall not be painted, decorated or modified by any Resident in any manner, without **PRIOR** written consent of the Association which consent may be withheld purely on aesthetic grounds within the sole discretion of the Association.
- 14.2 No awnings, window guards, light reflective material, fans, air conditioning devices, ventilators, hurricane or storm shutters shall be used in or about the Condominium; **EXCEPT** as shall have been approved by the Association, **which approval may be withheld on purely aesthetic** grounds with the sole discretion of the Association.
- 14.3 **No sign, notice or advertisement** shall be inscribed or exposed on the Common Elements, or at any window, or any part of the Condominium, garage or vehicle **EXCEPT** as shall have been approved in writing by the Association, including anything projected out of any window or porch in the Condominium without same approval, **EXCEPT:**
- 14.4 **FOR SALE/OPEN HOUSE/RENTAL SIGNS** may be placed on common ground along Tropical Trail for direction **Saturday and/or Sunday from 10 am to 4 pm ONLY**. Signs must be removed by 4 pm each evening.
  - A. Due to gated/foyer security, **telephone number must be used** as the gate/foyer **shall not be left open** for open house/sale showings.
  - B. Unit Owners shall have current copies of Rules & Regulations for viewers and **shall be responsible for agents' and viewers' notification** of Rules & Regulations, as well as **all parking regulations**. No Unit Owner, family member, guest, invitee, servant, Lessee, person for whom they are responsible or person over whom they exercise control and supervision shall damage, mar, mark, deface, or engrave any part of any Condominium Property. **Unit Owners shall be financially** responsible for such damage.
  - C. Unit Owners must call Waste Management and request a "pickup" of large recyclable items, such as mattresses, TVs, etc.

**15. CLEANLINESS/RECYCLING**

*(Follow Recycling Guidelines in Addendum)*

- 15.1 **Recyclable/dumpster locations:**
  - A. Trash chutes for Building 343 are located on floors 2-4 by the elevators. **NOTE:** To avoid clogging the chutes, **ALL BOXES MUST BE CUT DOWN TO DISPOSAL SIZE, TAKEN TO AND PUT INTO THE 1<sup>ST</sup> FLOOR DUMPSTER BIN** located across from 343 elevator and **not on the ground next to any dumpster bin.** A second dumpster is located at the main entrance across from building 333.
  - B. Recycle containers are located in gated area next to garage #32 and at main entrance next to the 333 dumpster enclosure.

- 15.2 All garbage/refuse shall be deposited, with care, **inside of the garbage/recycling containers** intended for such purposes, at such times and in such manner, as the Association Directs.
- A. All refuse, waste and garbage shall be placed **inside** of a paper or plastic kitchen-type garbage bag, then **securely tied/wrapped PRIOR** to disposal including, but not limited to, greasy pizza boxes or any container which may cause ant attraction or leakage.
- B. **TIE OR SEAL ALL BAGS** placed into a dumpster, **including grocery paper bags, shopping bags or any bag used as a garbage bag.**
- C. Popcorn/Styrofoam pieces or shredded paper **shall be placed inside of a closed bag** to avoid flyaway when bins are turned upside down by waste management.
- 15.3 **Waste Management will not pick up any item LEFT OUTSIDE OF, ON TOP OF, OR ON THE GROUND NEXT TO recyclable or trash bins.** All items **must be placed inside** of such bins with lids being closed and gate(s) latched securely. **DO NOT OVERLOAD.** Take trash to another bin or wait until bins are empty after trash pickup.
- 15.4 **NEVER PUT PAINT, MOTOR OIL, ETC., IN THE TRASH OR RECYCLABLES.**
- 15.5 **ALL BOXES MUST BE CUT DOWN TO DISPOSAL SIZE.**
- 15.6 **NO** items may be left in main lobby for distribution, i.e., Thrift Shop items, etc.

## **16. BALCONIES/PORCHES**

- 16.1 NO PORCH or SCREENED/DOOR areas may be **ENCLOSED WITHOUT PRIOR** written **CONSENT** of the Board of Directors of the Association.
- 16.2 **No gas, charcoal barbecue grills, or any gas tanks are allowed in any unit, garage, or on any porch, patio, balcony or walkway.**
- 16.3 No cloth, towels, clothing, rugs or mops shall be left outside of, hung up or shaken from windows, doors, balconies or screened porches.
- 16.4 No objects or plants shall be hung from the ceiling, placed on the ledges, line the hallways or obstruct the doorways. The Fire Code of Brevard County, Florida states: “There shall be clear passage in case of emergency”.
- 16.5 Tobacco products, or any other object, shall not be thrown from windows, doors, railings, balconies or porches.
- 16.6 When cleaning the hallways: Avoid allowing substances to escape and litter the areas beside you or below you.
- 16.7 All exterior balconies on the east side of Building 343 shall be kept orderly and pleasing in appearance at all times. There shall be limited plants in these areas, and plants must not protrude over the front railing.
- 16.8 **FRONT COMMON BALCONIES** that extend from breezeways shall have limited plants that do not extend, in any part, out into the breezeways or over the front railings.
- A. Doorways shall be clear for emergency equipment. The ICCA Board of Directors shall require Residents to remove things that protrude into the breezeway or block the doorway.
- 16.9 **CARPETING ON OPEN BALCONIES: No carpeting, e.g., indoor/outdoor carpets or other porous material shall be placed or affixed to open balcony decks. Such material traps moisture and salt that leads to premature degradation of the balcony structure caused by corrosion of the building materials. A fine of \$25.00 per day shall be levied against any Unit Owner per violation.**

## **17. HALLWAYS/BREEZEWAY**

- 17.1 Garbage **cans/bags, laundry, cleaning supplies, shoes, towels, clothing or other articles shall not be left out, hung or placed** in the halls, on staircase landings, air conditioning rooms, outside of unit or on any **common property**. The Board of Directors may, at any time, require removal of any personal item/object solely on aesthetic purposes as per the Fire Code of Brevard County, Florida.
- 17.2 **No Resident shall allow** doors or **screen doors**, to the corridor, **to remain open for any purpose** other than **immediate** ingress or egress.

- 17.3 **Smoking or carrying lighted tobacco is prohibited** in the foyer, hallways, breezeway, stairs and elevator or in front of lobby door.

## **18. EMERGENCY ENTRY**

- 18.1 **Residents shall leave a unit key, an emergency contact number and an alternate and/or secondary contact person's phone number with the President. Members shall abide by Declaration 13.5: "Right of Entry into Private Condominium Parcels in Emergencies" which reads as follows: "In case of emergency originating in or threatening any condominium parcel, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building superintendent or managing agent, shall have the right to enter such condominium parcel for the purpose of remedying or abating the cause of such emergency and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each condominium parcel shall deposit under the control of the Association, a key to each condominium parcel."** After an ICCA Board Member enters a Resident's unit, they shall leave a signed and dated note for the Resident explaining why they were in the unit and what they found.
- A. ANY UNIT OWNER WHO HAS NOT OR DOES NOT COMPLY WITH THE DECLARATION, PARAGRAPH 13.5 **SHALL BE FINANCIALLY AND FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES** FORTHCOMING DURING THE PURPOSE OF REMEDYING OR ABATING THE CAUSE OF SUCH EMERGENCY.

## **19. PLUMBING AND WATER USAGE**

- 19.1 Water leaks from A/C, water heater, washers, commodes, dishwashers, etc., **shall be the financial responsibility of the Unit Owner, including the cost of repairing damage to other units. Unit Owners are required to pour 1 cup of All Purpose Cleaning Vinegar into AC drains monthly.** Water damage from drain clogs or backups due to the failure to perform this monthly AC maintenance will be the responsibility of the Unit Owners. Water leaks of any kind are considered an emergency when other units are in immediate danger of damage. Paragraph 13.5 of the Declaration provides for immediate entry by a Board Member or authorized representative to any unit that appears to be the source of the leak. Unit Owners are required to provide a key to the Association for emergency access so that further damage or expenditure to the Unit Owners can be avoided.
- 19.2 **Conserve water as ALL UNIT OWNERS share the costs of water usage.**
- A. Car/laundry washing are limited to residents actually RESIDING in the unit and NO family or friend's usage of water in this manner is permitted at any time.
- B. Residents shall **promptly repair any faucet or water leak/drip within the unit and report any OUTSIDE faucet leaks immediately** to a Board Member.
- C. Water is not to run continually and faucets must be turned off after use.
- D. Metal type hoses are required for washing machines to avoid breakage & flooding.
- E. Hoses **used inside/outside** of unit must be equipped with a shutoff nozzle.
- 19.3 Water closets and other plumbing in common areas shall not be used for any other purpose than those for which they are constructed, and no sweepings, rubbish, rags or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse shall be borne by the Unit Owner.
- 19.4 **Any time that the Association receives a bill** for a service and/or a material charge resulting from a water leak in a unit **and it is determined** by that service person, the President or the Board of Directors that **the leak is the Owner's responsibility,** a bill for the charges shall be mailed to Unit Owner, and if not paid within ten (10) days, **the Unit Owner will be fined \$25.00 per day until paid.**

## **20. ROOF**

- 20.1 Unit Owners, their Lessees, their family or guests **are not permitted on any Island Cove Condominium Property roof** for any purpose whatsoever, without specific Board of Director approval, **including:** Resident cleaning of gutters, roof dryer or lint vents or fireplace chimney sweeping; **EXCEPT** for specifically hired Professionals.

## **21. SOLICITATION**

- 21.1 **Garage/tag sales are strictly prohibited at any time**
- 21.2 **There shall be NO solicitation** by any person, anywhere, for any cause, charity or other purpose whatsoever, unless specifically authorized by the Board of Directors.

## **22. DOCUMENTS/ENTRANCE CODES**

- 22.1 The charge for each copy of the Condominium Documents is \$25.00, the Red Book of Rules & Regulations is \$5.00 and official records are 25 cents per page. *(Contact ICCA Secretary for copies.)*
- 22.2 There is a \$75.00 charge, payable to ICCA, to change Building 343 lobby entrance telephone codes. There is no charge to change the front gate entrance telephone codes.

## **23. GARAGES**

- 23.1 Garage spaces shall not be leased to or used by anyone other than Unit Owners or their Lessee. In no event shall any garage be used for parking, storage or any other purpose by anyone other than a Resident.
- 23.2 Unit Owners are responsible to see that nothing is placed in the attic storage areas or unit's garage which would create a fire hazard or foul odor.
- 23.3 All garage doors shall remain completely closed when unattended by Resident.
- 23.4 **Building 343 garages:**
  - A. There is a required \$35.00 per month charge **for each** dehumidifier, refrigerator, freezer or any similar equipment used in a unit's garage. If not paid separately, the Association will issue a bill electronically or by U.S. Mail.
  - B. The Association's garages #14 & 15 can only be used by Board of Directors, its agents, employees or vendors.

## **24. HURRICANE SHUTTERS/SCREEN DOORS**

- 24.1 Shutters and screen doors shall be installed as per specifications as adopted by the Board of Directors.
  - A. Application for "approval to proceed" with installation shall be completed by the Unit Owner, together with the required exhibits, and submitted to the Board of Directors. Shutters and screen doors shall not be installed until the application for installation has been approved. The Unit Owner shall be notified with written approval and a copy of the request/approval shall be in the unit's file.

## **25. HURRICANE PREPAREDNESS**

- 25.1 **Each Owner/Lessee who plans to be absent** from their unit **during Hurricane season must** prepare their unit **prior** to departure by:
  - A. Removing all furniture, plants & any loose objects from inside/outside of the patios, balconies, alcoves, courtyards, etc.
  - B. **Designating a responsible firm or individual** to care for the unit in the event unit should suffer damage. The name and number of that individual or firm shall be furnished, in writing, to the Association prior to departure, as well as contact number for Unit Owner.
  - C. At no time shall any Resident or the designated person install or affix to any building wood panels, aluminum, shutters, or other material: **except** for approved hurricane shutters.
- 25.2 **In the event of an imminent hurricane, all** Unit Owners, Lessees, management firm or the individual designated by Resident **shall prepare the unit by:**
  - A. Removal of all loose objects from inside/outside of porch, patio or balcony, including any personal moveable items from outside of unit.
  - B. Unplug all appliances and turn off air conditioners before/after electrical outage to **avoid potential fire and/or damage to the compressor when power/surge resumes.**

- C. Protect unit (& other units) by being prepared and follow the Association Hurricane Preparedness Guidelines.
  - D. Residents are responsible for any medical needs, insuring of personal contents, and any items necessary in case of lengthy electrical outage and/or water contamination.
- 25.3 Board Members will be handling building damage concerns, as well as their own units' damage. Able Unit Owners are **requested to assist** each other, to work together during the days after, and patience is going to be needed by all, as roof damage/clean up will take time to repair/correct.

**26. PEST CONTROL (Call Massey Pest Control for individual unit concerns)**

**27. BUTANE AND GAS TANKS**

- 27.1 **Butane or any gas type tanks or barbecue grills with butane or any gas type tank are prohibited in units, garages or on porches, patios or balconies.**
- 27.2 Adhere to all Fire Codes of Brevard County, Florida Enforcement Regulations.

**28. DOCK**

- 28.1 No boat may be tied at the ICCA dock for more than 24 hours. Liability to the boat and/or the ICCA dock is the sole responsibility of the boat owner and/or Unit Owners.
- 28.2 Children fourteen (14) and under shall be supervised while on dock.
- 28.3 Remove any trash from the dock area & dispose of properly.
- 28.4 NO glass containers are permitted on the dock.

**29. MOVES**

- 29.1 **In order to control costs of damage when moving in or out of the ICCA complex,** the following guidelines shall be adhered to by all **Unit Owners** or related parties (*as defined in Amendment 5*):
  - A. **PRIOR to any move in/out of the ICCA complex, a \$500 PERSONAL OR CASHIER'S CHECK** (*no cash*) assessment fee shall be given in advance to the Treasurer, made payable to I.C.C.A.
  - B. After completion of the move and inspection of the complex for damage by a Board Member and, if no damage or additional expense related to the move is found, the \$500 deposit shall be refunded within fifteen (15) days.
  - C. If any damage is found, costs will be deducted from the \$500. The balance, if any, will be refunded within fifteen (15) days after the repairs have been completed. Any damage amount over the \$500 shall be paid by the person making the move within three (3) days after notice OR the Unit Owner will be responsible for the payment.
  - D. **LESSEES'** move/in out fee, as noted above for Unit Owners, shall **INSTEAD, be a Security Deposit that is required from Lessee(s) in the amount of a \$500.00 CERTIFIED or CASHIER'S CHECK** (*no personal check or cash*), MADE PAYABLE to I.C.C.A., and shall be given to the Unit Owner prior for lease approval by the Leasing Committee. **NOTE: See RR 3.0 LEASES/RENTALS for additional guidelines/refunds.**
  - E. **All moves must be made between 9:00 am and 9:00 pm. Moving vans must be small enough to enter the front gate without jumping the curb.**

**30. WINDOWS**

- 30.1 Interior blinds, shades, verticals, drapes and wood shutters are the only acceptable window covering and shall only be **white, beige or pastel colors that blend with exterior of the building** and shall be maintained in good condition.

### **31. WASHERS/DRYERS/WATER HEATERS**

- 31.1 In order to prevent flooding of first floor condos, **USE ONLY CONCENTRATE LOW SUDS POWDER IN WASHING MACHINE.** (*Using high suds liquid or powder detergent can cause flooding and plug the air venting.*)
- 31.2 Washing machines are required to have metal type hoses attached to limit breakage. Unit Owners are financially responsible for any damage occurring to their unit or other units.
- 31.3 The dryer's lint collector should be cleaned out after every use. If your dryer is not operating properly or moisture/water is seen on the floor or behind dryer, the vents may be clogging up. Clogged vents are a direct cause of overheating and can be a fire hazard. A professional cleaning is required, **as Residents are not permitted on roofs.**
- 31.4 If water from water heater is seen on the pan or on floor, then cleaning of water heater is required as per manual. **NOTE: If water from the water heater leaks onto the floor, Unit Owners will be financially responsible for any damage to their unit and to other affected units.**

### **32. YARD AREA**

- 32.1 **NO planting, removal or trimming of trees, shrubbery or grass** without Board of Directors' written approval and consent.
- 32.2 **NO COMMON ELEMENT (CE) AREA IS A LIMITED COMMON ELEMENT (LCE) NOR THE PRIVATE USE/OWNERSHIP OF ANY ONE UNIT OWNER.**
- 32.3 All lawn/yard areas are deemed common property and may/can be utilized by all Unit Owners. Consideration of privacy when walking or utilizing an area behind patios and balconies is requested.
- 32.4 **All Residents shall assist in keeping grounds clean by picking up and disposing of any trash** they may have dropped or find on common property, including mail, newspapers, flyers, cigarettes, wrappings, etc.

### **33. EMPLOYEES/VENDORS**

- 33.1 Employees of the Association shall not be sent out of a building by any Unit Owner or Lessee, **EXCEPT** in the Unit Owner's capacity as an Officer or Director of the Association, at any time for any purpose.
- 33.2 **NO Resident shall** direct, insist on service, supervise, imply authority, **or in any manner** attempt to assert any control over the employees/vendors of the Association.
- 33.3 Foul language, insults, or any other unacceptable communication will not be tolerated from any Unit Owner, Resident or guest toward employees or vendors of the Association.
- 33.4 Any conflict or problem with Association employees or vendors should be reported immediately to President or Board of Directors and will be resolved in a proper manner.
- 33.5 All maintenance requests are to go through the President and/or Board of Directors and not through the employees of the Association.

### **34. MAINTENANCE OF COMMON ELEMENTS**

- 34.1 **NO Resident may HIRE, DIRECT, IMPLY AUTHORITY OR OBTAIN** any vendor or person for maintenance and/or work on association common property. **LEGAL ACTION WILL BE PURSUED AND ALL LEGAL FEES SHALL BE THE FINANCIAL COSTS OF UNIT OWNER.**
- 34.2 Any maintenance, including anything connected to the Common Element of Island Cove Condominium, i.e., landscaping, trees, trimming, planting, cutting, etc., including, but not limited to, purchasing of materials, requires prior approval by the Board of Directors.

### 35. CHIMNEYS

- 35.1 Residents who burn wood in fireplaces shall have their chimneys checked and cleaned by a professional Chimney Sweeper yearly.
- 35.2 Residents shall be aware of any untreated wood brought into unit for firewood, as wood can be/or become, infested with Carpenter ants and/or termites. Any infestation caused by bringing such wood into unit shall be Unit Owner's financial responsibility for damage and treatments.

### 36. DECK BARBEQUE GRILL

- 36.1 After usage, the pit area and barbeque **grill must be thoroughly cleaned** and left sanitary by all Residents using the grill. A \$30.00 clean up fee will be assessed to Resident if proper cleaning is not completed.
- 36.2 Upon finding an empty propane tank, the Resident shall refill the tank and submit the receipt to the ICCA Treasurer for a refund.

### 37. MAINTENANCE FEE

- 37.1 **Maintenance fees are DUE on the 1<sup>st</sup> of every month.**
  - A. Per Declaration 17.3, .4 & .5, **a late fee of \$25.00**, plus 18% daily interest may be assessed; and, if no payment is forthcoming, a **Letter of Intent to Lien** shall be mailed, followed with all remedies entitled to by the Association. All lien, foreclosure and attorney fees shall be the financial responsibility of the Unit Owner and shall be processed through the ICCA Attorney.
  - B. Even though ICCA's preferred method for paying monthly maintenance is direct deposit, two other options are available: (a) Mail-in coupons for a charge of \$10 **OR** (b) a check, made payable **only for the following month**, must be placed into the lobby black box **BEFORE the last day of the month to avoid being charged late fees.** *(The contents are removed early on the 1<sup>st</sup> of each month and may not be checked again in time to avoid being charged the extra fees.)*

### 38. SECURITY ENTRANCE GATE/DOOR

- 38.1 For the security and safety of all Residents, the entrances to complex shall remain closed and key, code or openers shall be used. Aside from Board approved required maintenance or emergency, in order to accommodate Island Cove Residents' need for special "in unit" functions, the following **shall** be the **EXCEPTIONS:**
- 38.2 **Special SOCIAL functions** for guests arriving in **four or more cars invited to the owner's unit for the function** shall:
  - A. Contact a **Board Member ONLY**, at least 24 hours in advance of function for main entrance gate opening operation.
  - B. Guests shall be advised to arrive **within a forty-five minute time frame.** *(If unit function is at 7:00 pm, guests should be instructed to arrive no later than 7:45 pm);* otherwise, guests shall use the normal gate opening procedure as Board Member shall be closing gate between forty-five and no later than, sixty minutes of the function.
  - C. **Residents must advise guests of parking regulations.** Guests shall not use car wash space or parking spaces reserved for "Residents Only". If additional parking is needed, guests shall park along Merritt Ave. **as parking at Clubhouse through gate on Merritt Ave. shall not be used for personal "in unit" social functions.**
  - D. For all Resident security concerns, the above procedure shall be used only if necessary **for special "in unit" functions.**



**39. TEMPORARY OCCUPANT(S)**

- 39.1 For the comfort of all Residents, **a contact number** and the **type of vehicle along with tag number(s)** **shall be given for all temporary occupant(s)**. Occupant(s) shall have access to and agrees to comply with the rules & Regulations and all documents of ICCA. **IN ADDITION:**
- A. **RESIDING** Unit Owners shall notify the President or Board Member at least 48 hours in advance of the arrival of temporary occupant(s) who have permission to occupy the unit **IN THEIR ABSENCE**, along with an emergency contact number for the Unit Owner. (*Lessees must have prior approval from Unit Owner.*) **AND:**
  - B. **NON-RESIDENT** Owners shall notify the President or Board Member at least two (2) weeks in advance of the arrival of any temporary occupant(s) who have permission to occupy their unit. Their stay shall be limited to two (2) weeks unless stipulated by the Board of Directors in writing.

**IF ANY IRRECONCILABLE CONFLICT SHOULD EXIST WITH RESPECT TO THE INTERPRETATION OF THE RULES AND REGULATIONS AND DECLARATION OF CONDOMINIUM, THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM SHALL PREVAIL.**

**THE FOREGOING RULES AND REGULATIONS ARE SUBJECT TO AMENDMENT AS PROVIDED IN THE DECLARATION OF CONDOMINIUM OF ISLAND COVE, A CONDOMINIUM, AND THE BYLAWS OF THE ASSOCIATION.**

**ALL LOCAL, MUNICIPAL, COUNTY, STATE AND FEDERAL REGULATIONS, RULES AND ORDINANCES APPLY TO ALL UNIT OWNERS, GUESTS, INVITEES, UNITS AND COMMON AREAS WITHIN.**

**THE ISLAND COVE CONDOMINIUM ASSOCIATION, INC., A FLORIDA CORPORATION, NOT-FOR-PROFIT.**

**BY: BOARD OF DIRECTORS AND  
RULES AND REGULATIONS COMMITTEE**

## **CONTACT INFORMATION**

### **Maintenance Fee Information**

**ICCA Bookkeeper – Michelle Davis,**

**Reconcilable Differences, Inc. (RDI)**

**(Office): 321-453-1585**

**E-mail – [Office@recdif.com](mailto:Office@recdif.com)**

**[www.ReconcilableDifferences.net](http://www.ReconcilableDifferences.net) (Island Cove web info)**

### **Gated Entrance/Lobby Entrance**

**Gate Control Technologies**

**No charge for 333/343 Front Entrance Gate changes – NOTE: Residents are to contact by e-mail only with name, unit number and any changes to:**

**[gate.control.tech@gmail.com](mailto:gate.control.tech@gmail.com)**

**NOTE: (*Contact a Board Member for 343 Lobby Entrance Changes - \$75*)**

### **ICCA Insurance Information**

**J. W. (Jay) Hancock**

**Brown Insurance Services**

**1418 W. 23rd Street, Suite 200**

**Panama City, FL 32405**

**[jhancock@browninsuranceservices.net](mailto:jhancock@browninsuranceservices.net)**

**850-215-5384 Direct Line**

**866-878-7786 Toll Free**

**850-215-5360 Fax**

**\*NEW\* SINGLE STREAM RECYCLING**  
**Do not include food waste, films, plastic wrap or Styrofoam**

**PLACE THE FOLLOWING INTO ANY RECYCLE BIN:**

**Flattened Cardboard**

**Magazines**

**White Paper**

**Brown Paper Bags**

**Newspaper**

**Junk Mail**

**Phone Books**

**Plastic Bottles & Containers #1-7**

**Glass bottles & Jars**

**Aluminum cans, foil & pie tins**

**Tin or Steel Cans**

**Paperboard Cartons:**

*(Includes boxes of snack, crackers, cookies, cereal, etc.)*

**Paper Cardboard: *(Dairy & Juice containers)***

**NO NEED TO SEPARATE – PLACE INTO ANY RECYCLE CONTAINER.**

# RECYCLING HAZARDOUS WASTE

Take the following hazardous waste to:

**CENTRAL DISPOSAL FACILITY \* 2250 ADAMSON RD.\* COCOA**

**321-633-1888**

**Take S.R. 524 west, turn right onto Adamson Road.**

**Then travel 2 miles – facility is on the left.**

## PAINT PRODUCTS:

**LATEX (WATER BASE), ENAMEL (OIL BASED), AEROSOL PAINT, WOOD STAINS, STRIPPERS/THINNERS, MINERAL SPIRITS, PRESERVATIVES, TURPENTINE/ACETONE, ETC.**

## AUTOMOVITE:

**BATTERIES & ACID, BRAKE/TRANSMISSION/POWER STEERING FLUIDS, USED MOTOR OIL, ANTIFREEZE, GASOLINE, RUST REMOVERS, ETC.**

## ELECTRONICS:

**TV'S, CELL PHONES, PRINTERS, SCANNERS, MONITORS, MOUSE, FAX MACHINES, ETC.**

## MISCELLANEOUS ITEMS:

**DRAIN CLEANERS, LIGHTER FLUID, FLEA DIPS/SPRAYS, AEROSOL SPRAYS, NI-CAD BATTERIES, FLUORESCENT LAMPS/BULBS, MERCURY THERMOMETERS, ETC.**

.....  
**Disposal of home-used sharps is prohibited by law in any recycling, trash bins or sewers (*includes lancets & needles*).**

**Get free containers & disposal at Fire Station**

**ISLAND COVE CONDOMINIUM ASSOCIATION, INC.**  
**<http://brevardclerk.us>**

**AMENDMENTS TO ICCA DECLARATION**

- |   |                                  |
|---|----------------------------------|
| <b>(1<sup>ST</sup>) First Amendment to Declaration</b>  | <b>Filed: May 9, 1994</b>        |
| <b>*Book 3391 Pages 0433 thru 0436</b>                  |                                  |
| <b>(2<sup>nd</sup>) Second Amendment to Declaration</b> | <b>Filed: March 26, 1999</b>     |
| <b>*Book 3986 Pages 0024 thru 0033</b>                  |                                  |
| <b>(3<sup>rd</sup>) Third Amendment to Declaration</b>  | <b>Filed: April 2, 2002</b>      |
| <b>*Book 4760 Pages 2923 thru 2927</b>                  |                                  |
| <b>(4<sup>th</sup>) Fourth Amendment to Declaration</b> | <b>Filed: September 24, 2004</b> |
| <b>*Book 5360 Page 3771 and 3772</b>                    |                                  |
| <b>(5<sup>th</sup>) Fifth Amendment to Declaration</b>  | <b>Filed: July 14, 2008</b>      |
| <b>*Book 5876 Pages 0331 thru 0334</b>                  |                                  |

**AMENDMENTS TO ICCA BYLAWS**

- |  |                              |
|--|------------------------------|
| <b>(1<sup>ST</sup>) First Amendment to Bylaws</b>  | <b>Filed: May 9, 1994</b>    |
| <b>*Book 3391 Pages 0437 thru 0446</b>             |                              |
| <b>(2<sup>nd</sup>) Second Amendment to Bylaws</b> | <b>Filed: March 26, 1999</b> |
| <b>*Book 3986 Pages 0020 thru 0023</b>             |                              |
| <b>(3<sup>rd</sup>) Third Amendment to Bylaws</b>  | <b>Filed April 20, 2015</b>  |
| <b>*Book 7349 Page 2495</b>                        |                              |

**ICCA DOCUMENTS CAN BE DOWNLOADED**

**Brevard County Florida – Clerk of the Court – Official Records**  
**Book 3050 Pages 3462 to 3546**                      **Filed: January 31, 1990**

**<http://brevardclerk.us>**

## ISLAND COVE CONDOMINIUM

Condensed sections of the Declaration outlining a portion of Unit Owner responsibilities

### **9. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS**

#### **9.1.2 BY THE UNIT OWNER:**

- 9.1.2.1 Notwithstanding anything contained in this Declaration, the owner of each unit shall be responsible and reliable for, the maintenance, repair & replacement, as the case may be of  
\*\* *all air conditioning equipment, both inside & outside the unit*  
\*\* *of all windows & exterior doors, including sliding glass doors*  
\*\* *all heating equipment, stoves, refrigerators, fans & other appliances and equipment, including:*  
\*\* *pipes, wiring, ducts, fixtures, and/or their connection required to provide water, light, power, a/c & heating, telephone, sewage & sanitary service to his unit.*
- 9.1.2.2 To maintain, repair & replace any & all  
\*\* *walls, ceilings & floor interior surfaces, painting, decorating & furnishings and*  
\*\* *all other accessories, which such owner may desire to place & maintain in his unit.*
- 9.1.2.3 Where applicable, to maintain & keep in a neat & trim condition the  
\*\* *floor, interior walls, screening & railing of porches or balconies.*
- 9.1.2.4 To promptly report to the Association any  
\*\* *defect or need for repairs for which the Association is responsible*
- 9.1.2.5 Plumbing & electrical repairs to fixtures & equipment located within  
\*\* *a unit & exclusively servicing a unit shall be paid for & be a financial obligation to the unit owner.*
- 9.1.2.7 Not to paint or otherwise decorate or change the appearance of  
\*\* *any portion of the exterior of the condominium building and/or property.*
- 9.1.2.8 Not do anything within his unit or in the common elements, which would  
\*\* *adversely & materially affect the safety, sanitation or soundness of the common elements or any portion of the association property or condominium property, which is maintained by the Association.*

# ISLAND COVE CONDOMINIUM

Below are condensed sections of the Bylaws

## **II. MEETINGS OF MEMBERS AND VOTING**

- 2.3 Notice of Annual Meeting:** *Written notice, which notice must include an agenda, shall be mailed or delivered to each Unit Owner at least 14 days prior to the annual meeting & shall be posted in a conspicuous place on the condominium property at least 14 consecutive days preceding the annual meeting, etc. (First Amendment)*
- 2.11 Membership Designation of Voting Members:** *If a unit is owned by more than one natural person, etc., then the voting interest of the unit shall be exercised by such natural person as shall be named in a voting certificate signed by all the natural persons who are owners, etc.*

## **III. DIRECTORS**

- 3.1 Number & Qualifications.** *The affairs of the Association shall be managed by a Board of five (5) Directors, etc. (Second Amendment)*
- 3.2 Election of Directors:** *Not less than 60 days before a scheduled election, the association shall mail or deliver a first notice of the date of the election. Any Unit Owner or eligible person desiring to be a candidate for the Board of Directors must give written notice to the association not less than 40 days before a scheduled election. Not less than 14 days before the election, the association shall mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a ballot which lists all candidates. (Second Amendment)*
- 3.3 Term:** *Directors shall serve for a term of one (1) year.*
- 3.4 Vacancies:** *Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by majority vote of the remaining Directors & such vote to occur no sooner than 10 Days after written notice to the members of the existence of a vacancy, etc. In the event more than one member, etc: the vacancy shall be filled by election as pursuant to Section 3.2 of these Bylaws. Any Director elected to fill a vacancy shall hold office for the remaining term of the vacating Director. (Second Amendment)*
- 3.17 Meetings Open to Members:** *Meetings of the Board of Directors & any committee thereof at which a quorum of the members of that committee is present shall be open to all Unit Owners. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration & manner of unit owner statements. (First Amendment)*