RULES AND REGULATIONS

Reviewed By:

*Printed Name:*_____*Signature:*

Date: _____/_____/_____

Received By:

*Printed Name:*_____*Signature:*

Date: _____/_____/_____



Rules and Regulations

To our Neighbor,

As you may have already noticed, Island Club is a peaceful and beautiful development. This document has been provided to assist residents in maintaining the beauty, safety, and harmony of our community. We recommend that you keep this booklet in a convenient location for ready reference.

This Rules & Regulations booklet is a summary of, and companion to, the Condominium Association Documentation. It is not intended to replace or override that documentation.

Please remember: by purchasing a unit in the condominium or residing in the development, you have agreed to abide by such reasonable rules as are established by the Board of Directors.

No attempt has been made to formally legislate the kind of conduct between neighbors that should be self-evident.

Things such as loud music, littering, general disregard for the feelings of one's neighbors, etc., are types of conduct that are difficult to legislate, however that does not mean that repeated violations will be ignored.

Be assured that these Rules and Regulations will be enforced fairly and uniformly. There will be no favoritism tolerated. The intent is to make Island Club the kind of place we all want. Exceptions would weaken the Board of Directors' authority to help all residents.

If you need any additional information concerning the major rules, please refer to your Condominium Association Documents which are recorded in the Orange County Courthouse, Official Records Department.

In the event that you should sell or lease your unit, please turn this booklet of Rules and Regulations over to the new resident.

Thank you in advance for cooperating with these Rules & Regulations. We are glad to have you as a part of our community.

Sincerely,

The Island Club Board of Directors

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SECTION 1 - DEFINITIONS

1.1	**FAMILY** - **ONE (1)** family is defined as relatives by blood, marriage and/or adoption, or **TWO (2)** unrelated adults, or a SINGLE adult living alone.
1.2	**PASSENGER VEHICLE** - A vehicle designed for the express purpose **ONLY** of carrying not more than **TEN (10)** passengers.
1.3	**FRONT PORCH AREA** - The covered entryway area leading to the front (main entry) door of the unit**,** inclusive of slab, walls and ceiling of said area. The size of the Front Porch Area is determined by measuring the area of the slab that is under cover.

SECTION 2 - GENERAL RULES

2.1	The flow of all vehicular traffic on the property shall be in the **RIGHT OUTSIDE LANE**. **2.1.1** The flow of traffic around each Island in the development is unidirectional and classified a **ONE-WAY** street. All traffic shall move in a **COUNTERCLOCKWISE** direction around each Island. **2.1.2** All vehicles shall come to a complete **STOP** at all **STOP SIGNS**.
2.2	Nuisances are not permitted upon the condominium property, nor any use or practice that is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. **2.2.1** No garage or lawn/yard sales permitted on premises.
2.3	Unit Owners or Lessees will **NOT** make or permit any disturbing noise. This includes any disturbance created by themselves, their family, servants, employees, pets or visitors.
2.4	All units of the condominium shall be kept in a clean and sanitary condition. Rubbish, refuse, garbage, etc. is not allowed to accumulate. Units must also be kept free of all potential fire hazards.

2.5	No Unit Owner shall permit any use of their Unit to make any use of the common elements that will increase the cost of maintenance and/or insurance upon the condominium property. **2.5.1** Modifications to common area elements must receive board approval prior to any adjustments. Any modification that will require additional maintenance will become the sole responsibility of the home owner. (Example: Units that have Atriums can be approved to add a screen enclosure. Upon approval the home owner is responsible for all maintenance and repair needed for the enclosure.)
2.6	ONLY Securely closed, City of Orlando-provided Recycle Bins may be placed out at the appropriate location after dark of the night before scheduled pickup (see APPENDIX B).
2.7	All other garbage shall not be placed outside the Unit until the morning of garbage collection day (see APPENDIX B).
2.8	All other garbage must be placed in a plastic bag and tied securely. 2.8.1 Paper bags or trash cans may not be used.
2.9	All personal property shall be stored within the unit including grills, toys, bicycles, shoes, furniture, etc. Any items outside of Unit, on Common Property, will be taken away. (See Section 6 for additional details regarding the Front Porch Area.)
2.10	Due to the amount of wildlife in the area, and per Florida Law: Owners shall not feed squirrels, raccoons, etc. (they feed in areas that become habit, then tear screens and chew into attics). Additionally, Owners shall not feed stray cats or dogs. No food may be left outside for any animal.
2.11	Unit Owners or Lessees are NOT permitted to direct, supervise, or in any way attempt to assert authority or control over Island Club employees of the Board of Directors.

2.12	Work orders for maintenance must be turned in to Island Club Management via phone, website, or email. Island Club Management will schedule work orders on a work priority basis. 2.12.1 Residents are NOT permitted to approach Island Club maintenance employees to submit, discuss, or question any work orders. All submissions/questions/concerns should be directed to Island Club Management.

2.13 In compliance with F.S. 718.112 and Island Club Declaration, per 12.6, and Bylaws 2.3, the Board of Directors has, by this duly adopted Rule, designated a specific location on the Condominium property for ALL notices to be posted. These include, but are not limited to, notices of Board meetings, Committee meetings, and other Member notices and messages. Said location shall be a weather-tight, locked BULLETIN BOARD, mounted on the wall of the hallway adjacent to the office. This BULLETIN BOARD will be partitioned so as to insure strict and distinct separation of Association Business from that consisting of "Community News" items, or resident messages. Management will supervise and monitor all postings to insure compliance with current Rules and Regulations, which follow:

2.13.1 Residents personal property, (principals or principal's agent') including condominium units, may be advertised "For Sale" on the Community Bulletin Board.

2.13.2 No person(s) may utilize this Bulletin Board as an ongoing forum or marketplace for Commercial or Professional goods or Services advertising.

2.13.3 Material posted must be dated, and will be removed after thirty (30) days.

2.13.4 Signs should be limited in size to not larger than 8-1/2 x 11 inches, unless an exception is approved by the Board of Directors.

2.13.5 The provisions of paragraph 12.6 of the Condominium Declaration are still valid. It states: "No "For Sale" or "For Rent" signs or, other displays or advertising shall be maintained on any part of the common elements or units."

SECTION 3 - ASSESSMENTS

3.1	A **TWENTY-FIVE ($25.00)** dollar penalty will be charged on each late assessment plus an annual interest calculated monthly based on 1/12 of 18% (1.5% per month). The late assessment penalty will increase to **FIFTY ($50.00)** dollars plus interest as described after 90 days of delinquency.
3.2	Payments will be late **TEN (10)** days following the first of the month. **3.2.1** Payments not received by BB&T on or before the tenth of the month will be considered as Late.
3.3	All payments received shall be applied to pay the following items in this order: 1. Any interest due 2. Cumulative late charges 3. Any attorney and legal fees 4. Special Assessments 5. Monthly maintenance fees (Applied to oldest debt)
3.4	**EXAMPLE:** Should a unit owner make a payment of their monthly assessments in July and there was a late fee from June, the payment will first be applied to the prior late fee and your monthly assessment will be short of the amount due. This will cause another late fee to be assessed. The non-payment of the entire fee is subject to a lien against the unit.

SECTION 4 - OCCUPANCY

4.1	**OCCUPANCY BY OWNER:** Each Unit shall be occupied by **ONE (1)** family. Exceptions will require prior approval by the Board of Directors.

4.2	**OCCUPANCY BY LESSEE:** Units are **NOT** permitted to be leased for less than **SIX (6)** months. **4.2.1** Sub-leasing is not permitted in the Island Club development. **4.2.2** If the lease is terminated for any reason, by any party, the unit will not be allowed to be rented out again until after the expiration of the original lease. Except with Board approval.

SECTION 5 – LANDSCAPING

5.1	Residents shall not plant or remove any flowers, shrubs, trees, etc., in any common area without prior approval of the Board.
5.2	Outside lighting fixture installations are **NOT** permitted without prior approval from the Board of Directors; the **ONLY** exceptions to this rule are those specifically provided in Section 5.4. If a fixture is approved, the Homeowner is responsible for all maintenance of the fixture and associated wiring.
5.3	All outside lighting must be **amber** or **white** in color.
5.4	Installation of any external security device is **NOT** permitted without prior approval of the Island Club Board of Directors. **5.4.1** Residents are allowed to install the following items to secure their homes without prior board approval: • A padlock on the Unit's exterior utility panel • A steel or metal security door • Additional outdoor security lighting, such as Dusk to Dawn, Motion, or Malibu Lights • Outdoor Cameras • Indoor Security System The colors that are approved for these items are: • Black • Island Club Rust/Brown color

SECTION 6 - FRONT PORCH AREAS

6.1	The Front Porch Areas adjacent to each Unit are part of the common elements and are not Limited Common Elements under the exclusive control of any Owner of a Unit.
6.2	Architectural alteration to the Front Porch Areas is **NOT** permissible without prior written permission of the Island Club Board of Directors and a vote of the homeowners.
6.3	Notwithstanding the foregoing rule, the following items shall be permitted to be displayed by the resident of the Unit on said Front Porch. A door hanging or wreath whose size does not to exceed 24" x 24" in size. Entry light. Doorbell button (lighted or unlighted). Doormat. A single, removable wall decoration not to exceed 24" x 24" in size. The attachment to the mantle or frame of the front door of the Unit of a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep. The display of no more than three (3) additional decorative items is allowed for porches up to 50 sq. ft. or four (4) decorative items for porches over 50 sq. ft. Acceptable items are listed below. An item may be used more than once so long as the cumulative number does not exceed the maximum permissible total. 1. A plant displayed in a decorative pot not to exceed 16" in diameter. 2. A bench, chair or table. 3. Decorative statuary not to exceed 18" in height All furniture must be constructed of a material that does not attract vermin, insects, or pests. (Example: Wood- or tree-based materials are an unacceptable material as they attract, harbor, and spread termites.)

6.4	Any of the forgoing items placed in or on the in the Front Porch Area must be constructed of metal, stone, glass, plastic, treated wood or rigid, waterproof composite materials. No untreated wood products, cloth, fabric, or leather will be permitted to be used in or on the Front Porch Area.
6.5	At no time may the items placed in or on this Front Porch Area obscure or limit the view of the front door from outside of the Unit.
6.6	At no time may items placed in or on the Front Porch Area limit the full swing of the front door.
6.7	Unit owners are **NOT** permitted to tile, enhance, or change the flooring for their Front Porch Area without prior approval of the Board of Directors.
6.8	No item not described herein shall be permitted in or on the Front Porch Area without strict compliance with Article 7.1(B) (ii) of the Declaration, unless required to be permitted by law.

SECTION 7 – PETS

7.1	All pets will be in accordance with City Ordinance, Orange County Ordinance and Island Club Declaration of Condominium.
7.2	Animals, livestock, or poultry of any kind are **NOT** permitted to be raised, bred or kept in any Unit or common areas of the Island Club. Dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.
7.3	All pets, including but not limited to, dogs and cats, **MUST** be leashed or carried at all times when outside any Unit upon the property of the condominium.
7.4	No pets shall be chained or pegged unattended without the physical presence of the owner, at any time.
7.5	All pets, including but not limited to, cats and dogs, even though leashed, are not permitted in the clubhouse, pool or pool area, or other recreational areas.

7.6	Any pet waste, anywhere, **MUST BE CLEANED UP BY THE OWNER IMMEDIATELY.**
7.7	Owners are responsible for any damages to screens, shrubs, trees, automobiles, etc., or noise intolerable to other residents, which their pet may cause.

SECTION 8 - CLUBHOUSE RULES

8.1	Persons under **TWELVE (12)** years of age must be accompanied by a responsible adult **EIGHTEEN (18)** years or older, when using the Clubhouse and/or Pool area.
8.2	Unit Owners or Lessees bringing guests in the Clubhouse shall be responsible for their conduct while on Association property and for any damages or other obligations such guests may incur.
8.3	Unit owners may request use of the Clubhouse for event dates which do not conflict with Association scheduled activities.
8.4	The Owner or Lessee (Resident) should contact the Management prior to the desired date, and state the day, time, and type of activity and number of expected guests.
8.5	There is a **TWENTY FIVE ($25.00)** dollar per day User Fee and a **TWO HUNDRED FIFTY ($250.00)** dollar deposit which must be paid to the Association prior to use. Deposits will be refunded after a final inspection of the premises is completed by the Board of Directors.
8.6	The Board of Directors may develop, post, and enforce additional rules if the need should occur.
8.7	Any violations of rules may lead to refusal of further use by the Owner/Lessee.
8.8	No unseemly conduct or actions which tend to create disharmony in the Clubhouse or areas surrounding the Clubhouse and Pool area shall be permitted.
8.9	Guests should be discouraged by the Owner/Lessee from loitering in front of the Clubhouse or obstructing traffic.
8.10	The Clubhouse is not to be used for commercial purposes by the Owner/Lessee.

8.11	The Resident must be present at the activity that he/she has scheduled.
8.12	Persons in wet bathing suits are not allowed in the Clubhouse.
8.13	The air conditioner must be turned off before leaving.
8.14	The key must be returned to the Management the following business day.
8.15	Management must be notified at least TWENTY-FOUR (24) hours in advance of the number of persons attending.
8.16	Pets are not allowed in the Clubhouse.
8.17	Proper attire, including shirts, pants/shorts/skirts, and footwear, is required in the Clubhouse.
8.18	The Owner/Lessee holds the Association harmless from all losses, liability, damages, and expenses (including attorney's fees) resulting from injury or damage in any way associated with the use of the facility.
8.19	Anyone reserving the Clubhouse for events where liquor, wine, beer may be present must also include the obligation to comply with Florida State drinking requirements.
8.20	After 10:00pm, A NO NOISE ordinance shall be observed. Also, all activities will be confined to the clubhouse.
8.21	The Clubhouse is a NON-SMOKING facility.

SECTION 9 - SWIMMING POOL

9.1	Pool is open from Dawn till 10:00 PM. **LIFEGUARDS ARE NOT IN ATTENDANCE.**
9.2	When a Unit Owner leases their Unit, they relinquish their right to Pool and Clubhouse privileges during the term of the lease.
9.3	Unit Owners and Lessees are allowed to bring a maximum of **SIX (6)** guests and family **PROVIDING UNIT OWNER/LESSEES IS ON PREMISES** and shall be also responsible for their conduct or damage incurred by them.

9.4	Children under the age of **TWELVE (12)** must be accompanied by a responsible adult who is **EIGHTEEN (18)** years of age or older. (They cannot be left unattended at any time.)
9.5	Children that are not toilet trained and children in diapers are not allowed in the pool.
9.6	All bathers must use the shower before entering the pool, especially those using suntan oil or lotion.
9.7	Towels must be placed on chairs when using tanning oils or lotions.
9.8	An individual cannot reserve the pool. **9.8.1** Unit Owners and/or Lessees and their guests may use the pool when a planned activity is in progress at the Clubhouse.
9.9	The Association shall not be responsible to any Unit Owner, Lessee or guest for loss or damage of any kind whatsoever. **9.9.1** All persons using the pool do so at their own risk. **9.9.2** The Association assumes no liability whatsoever.
9.10	Running or reckless behavior is NOT permitted around the pool.
9.11	Rollerblades, skates, skateboards, bicycles, tricycles or any other riding equipment is NOT permitted in the pool area.
9.12	Glass articles, including but not limited to cups, bottles, etc. are NOT permitted in or around the pool and pool area.
9.13	Only standard bathing suits are to be worn in the pool. 9.13.1 Bathers should not wear terry bathing suits, cut-off jeans, any clothing that has frayed edges or is torn, or will create lint particles in the pool. Lint from these items can damage the filtration system.
9.14	Music must be kept at a volume that does NOT disturb other bathers.
9.15	Rules and Regulations posted in the pool area shall be strictly observed and may change without notice.

9.16	Persons with infections or contagious health conditions such as colds/Flu, fungal infections, skin diseases, diarrhea, or any other condition that may be contagious are NOT permitted to use the pool for the health and safety of others.
9.17	Pets are NOT allowed in the pool or in the pool area.
9.18	Diving is NOT permitted at the Island Club pool.
9.19	The use of grills in the pool area is NOT permitted without prior approval from the Island Club Board of Directors. If the use is approved, the grill must ONLY be used in the Southeast corner within the pool wall enclosure. The use of a grill without approval, or in a location other than the Southeast corner within the pool wall enclosure could result in revocation of pool privileges.

SECTION 10 – PARKING

10.1	It is acknowledged that parking is limited and cramped in and around the Island Club. All Owners are expected to recognize this fact. However, if courtesy and cooperation are practiced, problems will be minimized. **10.1.1** Paved parking spaces are available throughout the property for use of Members, Guests, and for service vehicles. **10.1.2** Please note that parking pads are to be available for everyone's use, but not to be abused.
10.2	No Owner or Lessee has exclusive rights to any parking space(s).
10.3	Guest parking space(s) are to be held available expressly for use by guests. In the event that there is incidental usage by an Owner, it is their responsibility to judiciously limit their use to follow the intention of rule 10.1.2. Consistent use of a Guest parking space for personal use by an owner violates the intention of rule and will result in a violation, fine, or the vehicle being towed at owner's expense. **10.3.1** All guests parking overnight in guest parking must have an Island Club Visitor Parking Pass displayed. Additional Visitor Parking Passes are available to residents when requested.
10.4	Passenger vehicles must be parked in the garage; if the garage is occupied, then the following order of priority will be followed.

10.4.1 Residents can park in the driveway in front of the garage door.

The following are exceptions or modifications to the general rule stated above:

FIJI CIRCLE	
4904	Two cars to left side of garage, one car to the right side of the garage.
4936	One car diagonally in front of garage on driveway.

BERMUDA CIRCLE	
5005	Two cars to left side of garage, one car to the right side of the garage.
5009	Two cars to left side of garage, one car to the right side of the garage.
5025	Two cars to left side of garage, one car to the right side of the garage.
5033	One car to right side of garage driveway.
5037	One car to left side of garage driveway.
5053	Two cars to left side of garage, one car to the right side of the garage.

EASTER CIRCLE	
4904	Two cars to left side of garage, one car to the right side of the garage.
4920	One car to right side of garage driveway.
4924	One car to left side of garage driveway.
4936	No parking in front of garage on driveway.
4952	Two cars to right side of garage, one car to the left side of the garage.

HAITI CIRCLE	
4906	Two cars to left side of garage, one car to the right side of the garage.
4914	One car diagonally in front of garage on driveway.
4918	One car on right side of garage driveway.
4922	No parking in front of garage on driveway.
4926	No parking in front of garage on driveway.

4934	One car to right side of garage on driveway.
4938	One car to left side of garage on driveway.
4954	Two cars to right side of garage, one car to the left side of the garage.

SAMOA CIRCLE	
4906	Two cars to left side of garage, one car to the right side of the garage.
4922	One car diagonally in front of garage.
4938	One car diagonally in front of garage on driveway.

JAMAICA CIRCLE	
5007	Two cars to left side of garage, one car to the right side of the garage.
5023	One car diagonally in front of garage on driveway.
5039	One car on left side of garage on driveway.
5051	Two cars to right side of garage, one car to the left side of the garage.
5055	Two cars to right side of garage, one car to the left side of the garage.

MAUI CIRCLE	
5005	Two cars to left side of garage, one car to the right side of the garage.
5009	Two cars to left side of garage, one car to the right side of the garage.
5037	One car to left side of garage on driveway.
5053	Two cars to right side of garage, one car to the left side of the garage.

NASSAU CIRCLE	
5011	Two cars to left side of garage, one car to the right side of the garage.
5035	One car to right side of garage on driveway.
5039	One car to left side of garage on driveway.
5055	Two cars to right side of garage, one car to the left side of the garage.

10.5	Streets and other common areas must not be obstructed so as to prevent normal flow of traffic. **10.5.1** Additional Parking is in front of the Clubhouse and Office for guests, Clubhouse use, and Mailbox access. **10.5.2** Parking on Equator Lane is restricted to an overflow of guest vehicles, for an owner's specified function, and for a limited time. **Island Club must receive prior notice if vehicles will be parked on Equator Lane. Contact Island Club Management to provide notice. See Appendix B for contact information.** Consideration of vehicle congestion and other residents inconvenience are paramount. 1. Emergency vehicle right-of-way must be kept open and clear at all times. 2. Fire Lanes shall be observed by parking on the **RIGHT** side facing the main gate.
10.6	Parking is **NOT** permitted on the grass or on the streets within the Islands.
10.7	The posted speed limit is **10 MPH.**
10.8	**10.8.1** The flow of all vehicular traffic on the property shall be in the **RIGHT OUTSIDE LANE.** The flow of traffic around each Island is unidirectional and is classified a **ONE-WAY** street. All traffic must travel in a **COUNTERCLOCKWISE** direction around all Islands. **10.8.2** Vehicles shall come to a complete **STOP** at all **STOP SIGNS.** **10.8.3** It is expected that Residents and Guests adhere to these rules.
10.9	Inoperative or unsightly vehicles are **NOT** permitted to remain on or adjacent to any Unit for a period in excess of **TWENTY-FOUR (24) HOURS.**
10.10	There shall be no repair performed on any motor vehicle on the premises.
10.11	All vehicles must have current license plates.

10.12	FOR SALE signs are NOT permitted to be displayed on any vehicle on the property.
10.13	If an Owner or Lessee allows a vehicle to leak oil or automotive fluids, the Owner is responsible for any cleanup required. **10.13.1** After the need for cleanup is brought to the attention of the owner or lessee (in writing), said party shall have ten (10) days to complete cleanup to the satisfaction of management. If owner or lessee fails to restore satisfactorily, the management reserves the right to clean and/or repair the driveway with the charges assessed to the owner.
10.14	Unsightly or poorly maintained vehicle are not permitted to be parked in any parking space except inside a garage. Commercial vehicles may temporarily park in spaces provided to effectuate deliveries to the condominium, the Association, or Unit Owners and residents. Vehicles found to be in violation will be subject to tow. i. Some vehicles that are considered in violation for parking are the following types: 2. Commercial vehicles including but not limited to Vans or Trucks with Ladders, Side Racks, Company Logos, or Industrial tools. 3. Campers, Trailers, Boats, Recreational Vehicles, or Dumpsters. Temporary overnight parking permission can be granted to certain types of vehicles when approved by the Board of Directors prior to the vehicle arriving on property. When temporary overnight parking is approved: 1. A temporary parking pass will be issued for the vehicle for a period of time not exceeding 14 days. 2. Temporary Pass must be displayed at all times on the vehicle. 3. Approved vehicles that are not displaying the parking pass may be towed at the owner's expense. 4. Upon expiration of the temporary pass, the vehicle must be removed immediately. 5. Temporary Parking Pass extensions can be requested if the need exceeds the 14 day pass.

	6. Extensions must be requested prior to the expiration of the Temporary parking pass. **Contact Island Club Property Management to request the Temporary Parking Pass or request an extension.**
10.15	All residents must register their vehicles with Island Club Management. Vehicle registration entitles the vehicle to a Resident Parking Decal. Resident Parking decals must be displayed on the passenger side corner of the vehicles windshield. Vehicles not displaying valid Resident decals or Visitor Parking passes are subject to being towed at the owner's expense.
10.16	When entering or exiting Island Club, residents and their guests must allow the gate to completely close before engaging the gate to open. When exiting Island Club, do not operate the gate with the remote. Action will be taken against violators up to and including warnings, fines, and legal action. Any damage caused to the gate or its operating mechanism by improper operation by a resident or their guests could be assessed to the Unit Owner.

SECTION 11 - PARKING & TRAFFIC VIOLATION ENFORCEMENT PROCEDURES

11.1	Whenever a violation is: **11.1.1** Observed by **MANAGEMENT.** **11.1.2** Reported (in writing) to the **MANAGEMENT** by an owner. **11.1.3** Noted by a **MEMBER OF THE BOARD OF DIRECTORS.**
11.2	A two-part written warning notice will be placed on the subject vehicle by any one of the above individuals, in behalf of the Association, to the Unit Owner/violator, occupant, or licensee as follows:(See Appendix C) **11.2.1** The original copy of the warning will be delivered to the Unit Owner/violator, occupant, or licensees. **11.2.2** The second copy will be filed in the Unit Owner's Office File.

11.3	For Parking Violations, the subject vehicle will be towed from the premises at owner's expense. **11.3.1** After a vehicle receives a parking violation notice, the owner has **FORTY-EIGHT (48) hours** to resolve the parking violation. Once the deadline for resolution has elapsed the vehicle will be towed at the owner's expense.
11.4	A parking violation is not considered resolved by the Association if the subject vehicle is merely moved temporarily and then returned to the illegally parked position.
11.5	A **HABITUAL SPEEDING/TRAFFIC VIOLATION** on private property is considered as an affront to the Association membership's safety and will be enforced accordingly.

SECTION 12 - GENERAL RULE VIOLATION ENFORCEMENT PROCEDURES

12.1	Fines. [Per By-Laws of Island Club at Rosemont - Page 15 -Paragraph 8 and Page 16 - Paragraph 10] **12.1.1.** If the Association levies a fine against a Unit Owner for failure of the Owner of the Unit, or Unit occupant, licensee, or invitee, to comply with any provision of the Declaration of Condominium or these By-Laws, such fine shall not become a lien against a Condominium Unit. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed $1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, the Unit Owner's licensee or invitee. The hearing must be held before a Committee of other Unit Owners. If the Committee does not agree with the fine, the fine may not be levied. **12.1.2.** Fines will be levied as follows: **Rule Violations -** Violations will cause a fine of $50.00 LEVIED against violator(s). Additional fine(s) of $50.00 each may be levied for each succeeding violation. Fines will be levied after 5 days of violation notice. Fines will accumulate daily until the situation is resolved. Multiple violations constitutes **Traffic and Parking infractions** - Violations will cause a fine of $50.00

	LEVIED against violator(s). Additional fine(s) of $50.00 each may be levied for each succeeding violation.
12.2	A violator will be given a subsequent **FIVE (5) days** to request a hearing with a Grievance Committee. **12.2.1.** Grievance Committee will consist of **THREE (3)** Unit Owners as follows: A. 1 - Rules and Regulations Committee Member B. 1 - Chosen by Complainant C. 1 - Chosen by Alleged Violator **12.2.2.** The findings of the Grievance Committee are considered final, unless either party pursues Florida Arbitration.
12.3	Failure to make this request, to attend the scheduled hearing, or cease the violation will result in the appropriate corrective action by the Association, i.e.: Per Appendix B. **12.3.1.** For all other general violations, appropriate corrective action will be taken on behalf of the Association (See Section 12). **12.3.1** Fines will be levied and sent for collection.
12.4	The following is intended to guide members and Management efforts to insure Compliance with, and Enforcement of, all strata of regulation governing the Organization and operation of **ISLAND CLUB AT ROSEMONT CONDOMINIUM ASSOCIATION, INC.**
12.5	Descending order of Authority: 1. Florida Statutes 2. Orange County and City of Orlando Codes/Ordinances 3. Declaration of Condominium 4. Articles of Incorporation 5. By-Laws 6. Rules and Regulations
12.6	It is recognized that any and all of the above Regulatory Authorities are subject to amendment.

SECTION 13 - VIOLATION REPORTING

13.1	All Rule Violations should be reported immediately to the Island Club Management Company (See **APPENDIX B** for contact information.)
13.2	The Island Club Management Company will then forward the violation notification to the Rules and Regulations Committee for validation.
13.3	The Rules and Regulations Committee reviews the Violation and either confirms or denies.
13.4	If the Violation is confirmed, then the Rules and Regulations Committee directs the Island Club Management Company to proceed with written notification of the Violation.
13.5	VIOLATOR(S) 1ST RESPONSE: 22.4.1 Following Notice of Violation from the Island Club Management Company, a member shall have **FIVE (5)** Business days to correct said violation; or alternately, make a written request for a Grievance Committee Hearing. A. An AD HOC Grievance Committee shall be comprised of **THREE (3)** Unit Owners. B. **ONE (1)** person from the Rules Committee; **ONE (1)** person chosen by Complainant; **ONE (1)** person chosen by alleged Violator(s).
13.6	ISLAND CLUB 2ND ACTION: **13.6.1.** If a member fails to follow either option described in 13.5, the Island Club Management Company will send a second written notice to the alleged Violator(s), **CERTIFIED MAIL-RETURN RECEIPT.** This Second Notice will re-state the Violation(s) and require corrective action within **FIVE (5)** Business Days, or alternately, require a Grievance Committee Hearing date be set within **TEN (10)** Business Days from request for Grievance Committee review.

13.7	VIOLATOR(S) 2ND RESPONSE: **13.7.1** May accomplish the required Corrective Action, or will attend the required Grievance Hearing, or may request a Florida Arbitration Hearing, or fail to respond at all, within FIVE (5) Business Days from receipt.
13.8	ISLAND CLUB 3RD ACTION: **13.8.1** The Board of Directors shall convene the Grievance Committee for a hearing date, and/or motion for a Florida Board of Arbitration proceedings, as soon as is practical. If the Violator(s) fail to respond at all to the procedures as outlined above within FIVE (5) Calendar days, the Board of Directors then may proceed with the remedies provided to it by Law. 1. These include Fines, Injunctions, Litigation's or other Court-provided relief. 2. Reasonable attorney's fees and costs will be requested from the Court, payable by the violator(s).
13.9	ISLAND CLUB 4TH ACTION: **13.9.1** At this point, the Board of Directors contacts the Attorney and Insurance Carrier for advice regarding possible litigation. **13.9.2.** Also at this point the Violator(s) are advised in writing, of the initiation of legal action.

APPENDIX A: Complaint Form

Island Club at Rosemont Condominium Association, Inc. Official Complaint Form

COMPLAINANT	
Name	
Address	
Telephone	

VIOLATOR(S)	
Name	
Address	

SPECIFIC DETAILS OF COMPLAINT

REMEDY OR RESULTS YOU ARE SEEKING

Signature: Date:

APPENDIX B: Contact Information

CONTACT INFORMATION FOR ISLAND CLUB MANAGEMENT COMPANY

CURRENT MANAGEMENT COMPANY:

VISTA Community Association Management

323 Circle Drive, Maitland, FL 32751

Phone: **(407) 682-3443** **www.vistacamfl.com**

ISLAND CLUB PROPERTY MANAGER:

Laura Faulk, LCAM

Phone: (407) 682-3443 ext. 1213 **e-Mail:** lfaulk@vistacamfl.com

CITY OF ORLANDO SOLID WASTE MANAGEMENT

DIVISION MANAGER

MICHAEL CARROLL Phone: (407) 246-3050 e-Mail: Michael.carroll@cityoforlando.com

Trash Pickup: Monday & Thursday Yard Waste Pickup: Monday Recycle Pickup: Bi-Weekly on Tuesday

http://www.cityoforlando.net/solidwaste/contacts/

CITY OF ORLANDO POLICE DEPARTMENT

POLICE STATION

NORTHWEST COMMUNITY POLICE OFFICE

4801 Silver Star Road
Orlando, FL 32808

Non-Emergency Department Phone: (321) 235-5300

Neighborhood Watch Phone: (407) 246-2369

EMERGENCY: 911

http://www.cityoforlando.net/police/contact-us/

CITY OF ORLANDO FIRE DEPARTMENT

FIRE STATION

STATION 9
3856 Center Loop Orlando, FL 32808

Non-Emergency Department Phone: (407) 246-3473

Fire Chief Offices / Administration: (407) 246-2390

EMERGENCY: 911

http://www.cityoforlando.net/fire/contact-us/

UNITED STATES POSTAL SERVICE POST OFFICE HIAWASSEE

3200 N Hiawassee Road
Orlando, FL 32818-9998

Post Office Phone: (407) 445-0685

www.USPS.com

APPENDIX C: Parking / Speed Violation Notice

WARNING
PARKING VIOLATION

YOU ARE ILLEGALLY PARKED FOR ONE OR MORE OF THE FOLLOWING REASONS AND ARE SUBJECT TO BEING TOWED OR BOOTED AT YOUR EXPENSE.

|___|Parked in a handicappedspaceNoparking permit

___| parked in "no parking" zone |___|Improperlyparked

|___| Blocking access to the garbage areas

|___| Resident Parking

|___| Blocking enteance to building or driveway

|___| Vehicle Not in acceptable condition

|___| Other

|___| Thisvehiclewillbetowed on: Day _____ _____

Date Time _____

A copy of this notice is on file. We urge you to confrom to our parking rules to avoid the future inconvenience and eipense of towing or booting.

075073

Date_____ Time _____
By_____

MAKE	MODEL
YEAR	COLOR
TAG NO.	STATE YR.
OTHER ED	
TOWED BY	DATE TOWED