

# ***ISLAND COVE***

## ***CONDOMINIUM***

**RED BOOK OF  
RULES & REGULATIONS  
DATED OCTOBER 17, 2023**



*Condominium Living is a unique lifestyle that requires compliance, compromise, consideration and acceptance of owning and living in this type of community. These Rules & Regulations are designed to make living here pleasant and comfortable. The restrictions that we impose upon ourselves are for the mutual benefit of all.*

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**ISLAND COVE COMDONMINIUM  
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DATED: OCTOBER 17, 2023**

The Island Cove Condominium Rules & Regulations apply to and are binding upon all unit owners, family members, residents, Lessees, guests, and persons for whom they are responsible, all of whom are expected to use their best efforts to see they are faithfully observed. Violations of these Rules and Regulations are subject to all remedies available to the Board of Directors pursuant to the terms of the Island Cove Declaration of Condominium, Bylaws and Articles of Incorporation. **Violations may be remedied** by the Board of Directors under the terms of Chapter 718, Florida Statutes (Florida Condominium Act) and any **legal means**. **The Board of Directors shall** be entitled to **recover** any and **all court costs** incurred by it **together with** reasonable **attorneys' fees** against any person violating Island Cove governing documents. 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 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:

**Section 1. VIOLATIONS OF RULES & REGULATIONS**

1. **Violations should be reported** to Management or a Board member.
2. Unit Owners and/or residents will be notified by Management or a Board member of a violation of the Rules & Regulations by them or their guests.
3. Disagreements concerning violations will be presented to the Board of Directors for resolution.
4. Management and the Board of Directors will enforce all the laws of Brevard County and the State of Florida.

**Section 2: COMMON FACILITIES**

*(Emergency – Dial 911)*

1. Island Cove facilities **are for the exclusive use of Unit Owners and Residents**, Lessees, temporary occupants, resident house guests or guests.
2. **Any damage** to the recreation facilities, equipment or other common areas **caused by Unit Owners, Lessees, temporary occupants, Resident house guests or guests** shall be repaired **at the expense** of the unit owners/residents of record.

3. All Unit Owners and residents have the right to question any person on the Common Property. Residents should not intimidate or harass any other residents or visitors, management, employees or vendors.
4. **Keys to recreational facilities must be kept by the Unit Owner or Resident and not given out** to anyone who does not **RESIDE** in the unit.
5. Residents and/or guests shall not restrict the use of the pool or certain areas of the pool, Clubhouse and other common areas.
6. **Fireworks are prohibited from use on any part of Island Cove Property.**
7. **Per the Fire Code of Brevard County, Florida**, the only items that can be stored in the 343 Storage/Garbage Chute Rooms are the following:
  - a) Hurricane shutter panels that attach to 343 breezeway windows in case of hurricanes. Per the Brevard County Fire Code, hurricane shutter panels are to be removed from breezeways after a storm. Unit owners are not permitted to reside in their unit with closed hurricane shutters along the breezeway windows.
  - b) Ladders, dollies and miscellaneous tools owned by unit owners and residents and used only with owner's permission. Borrowed equipment must be returned to the 343 Storage/Garbage Chute Room on the floor from which it was borrowed.
  - c) Grocery carts for that floor.
  - d) A few Island Cove seasonal decorations are also stored in the 343 Storage/Garbage Chute Rooms.
8. **Residents and Residents' house guests** shall call the authorities regarding any activity appearing to be life-threatening, suspicious or illegal. Call the non-emergency number for the Brevard County Sheriff: 321-454-6652 and also report the occurrence to Management and/or a Board Member.

### **Section 3. SMOKING REGULATIONS**

1. **343 building/common areas. Smoking, vaping or carrying lighted tobacco or nicotine devices is prohibited** in the 343 foyer, hallways, breezeways, stairwells and elevator or in front of the 343 lobby door. A receptacle is available at the 343 building behind the white picket fence in the recycling area for proper disposal of tobacco products.
2. **333 common areas. Smoking, vaping or carrying lighted tobacco or nicotine devices is prohibited on the 333 second floor balcony, stairwell and/or elevator.**
3. **Pool Area. Smoking, vaping or carrying lighted tobacco or nicotine devices is prohibited anywhere in the pool area, including the**

Clubhouse, Restrooms, Gym, Sauna, Pool, Whirlpool, on the pool deck and on the dock. **Smoking is permitted only at or beyond the Gazebo.** A receptacle is available near the gazebo for proper disposal of tobacco products.

**Section 4. SECURITY ENTRANCES: GATES/DOORS**

For the security and safety of all Residents, all entrances to the complex shall remain closed and locked. Keys, gate codes, and remote openers must be used for entry.

**Section 5: SOLICITATION**

**There shall be no solicitation** by any person for any cause, charity or other purpose, unless specifically authorized by the Board of Directors.

**Section 6. LEASE/RENTALS** (Refer to Leasing Amendment 5 to Declaration)

1. ***This Section excludes related parties as defined in Amendment 5 of the Declaration. No unit may be leased/rented during the first year of ownership; and the 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 must be leased 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 only have rights as a guest.
2. To request a lease or rental of your Unit, the Unit Owner shall provide the following to Management:
  - a) Written rental request with a copy of the Lease.
  - b) A Lessee credit report and background report dated no earlier than 30 days of such written request.
  - c) A \$500.00 Certified or Cashier's Check, payable to I.C.C.A, which will be held in a non-interest-bearing account until the Lessee moves out or the expiration of the lease.
3. After the Lessee moves in, Management shall inspect for any damage to the Common Elements or Association Property. The security deposit is not refunded to the Unit Owner until the Lessee has moved out and no damage has been caused by the Lessee to the Common Elements or Association Property. Monies will be refunded to the Unit Owner within fifteen (15) days upon inspection by Management.
4. **Any damage above the \$500 deposit shall be due from the Unit Owner within three (3) days of the Lessee vacating the unit, including**

**replacement of the \$500 security deposit and, if not received, may constitute a lien on the unit.**

5. **The \$500 deposit also covers the cost of any damage resulting from moving into or out of the complex.**
6. Unit Owner or its managing firm/person is responsible for prompt communication and appropriate action if any Lessee is in violation of their lease agreement or any Rule & Regulation.
7. **Moves into or out of the complex must be made between 9:00 am and 9:00 p.m.** Moving vans must be small enough to enter the front gate without driving over curbs.
8. **Temporary Occupants:**
  - a) **Resident** Owners shall notify Management or a Board Member at least 48 hours in advance of the arrival of a temporary occupant who has 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 to have a temporary occupant in their leased unit.*)
  - b) For the comfort of all Residents, **a contact number** and the **vehicle type and tag number(s)** shall be provided for all temporary occupant(s). Temporary Occupant(s) shall have access to and agree to comply with the Rules & Regulations and all documents of Island Cove.
  - c) **Non-Resident Owners** shall notify Management or a Board Member at least two (2) weeks in advance of the arrival of any temporary occupant who has permission to occupy their unit. Their stay shall be limited to two (2) weeks unless allowed by the Board of Directors in writing.

### **Section 7: UNITS FOR SALE**

1. Unit Owners shall notify Management and the Board that their unit is for sale and notify them of the name and contact information for the Selling Realtor.
2. No “For Sale” sign, notice or advertisement shall be placed in windows or displayed anywhere on the complex, including directional signs. **OPEN HOUSES CAN ONLY BE HELD ON SATURDAYS AND/OR SUNDAYS FROM 10 a.m. TO 4 p.m. FOR SALE/OPEN HOUSE SIGNS may be placed outside the gate on N. Tropical Trail on Saturday and/or Sunday from 10 am to 4 pm ONLY.** Signs must be removed by 4 pm each day.
3. The front entry gate and 343 lobby door may not be left open for any open houses.
4. Unit Owners shall have current copies of the Rules & Regulations for agents and prospective buyers and shall be responsible for notifying them of the Rules & Regulations, especially the parking regulations.

5. **Moving deposit and moving hours.** A \$500 check, payable to I.C.C.A, must be left on deposit with Management or a member of the Board of Island Cove in advance of a move into or out of the complex where a moving van and/or a U-Haul truck are being used. If no damage is found within 24 hours after the move, the check will be returned or destroyed. Moves must be made between 9:00 am and 9:00 pm. Moving vans must be small enough to enter the front gate without driving over curbs.
6. **Garage, estate sales and/or tag sales are strictly prohibited at any time due to traffic and parking limitations in the complex.**

### **Section 8: MAINTENANCE FEES**

**Maintenance fees are DUE on the 1<sup>st</sup> of every month.**

1. 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's fees shall be the financial responsibility of the Unit Owner and shall be processed through the Island Cove Attorney.
2. Island Cove's preferred method for paying monthly maintenance is through Management's on-line portal. Other options for payment can be provided by Management upon request.

### **Section 9. MOVES INTO/OUT OF ISLAND COVE**

**In order to control costs of damage when moving in or out of the Island Cove complex,** the following guidelines shall be adhered to by all **Unit Owners** or related parties (*as defined in Amendment 5*):

1. **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 Management, made payable to I.C.C.A.
2. 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.
3. 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 \$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.

4. **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 Section 5, p. 4-5, LEASES/RENTALS for additional guidelines/refunds.**
5. **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.**

### **Section 10. NOISE**

1. **Hard Surface Flooring.** The installation of any hard surface flooring must be over sound-absorbent material. Proof of sound-absorbent material is required and must be submitted to the Board of Directors for approval prior to the purchase and installation of any hard surface flooring. Should noise transmission create a disturbance or a nuisance after installation, the responsibility remains with the Unit Owner to abate the noise transmission.
2. No construction or contractor noise is allowed prior to 9:00 am and after 9:00 p.m., unless specifically approved in writing by the Board of Directors.
3. All Residents and guests are encouraged to be considerate of their neighbors. Noise should be kept to a minimum within residents' units, on balconies, porches and in the parking lot between the hours of 9:00 p.m. and 9:00 a.m.

### **Section 11. PARKING/GARAGES**

#### **General Parking Rules:**

1. Violations of Parking Rules & Regulations should be reported to Management or a Board member.
2. The speed limit within the Island Cove complex is 5 mph and shall be observed by all.
3. All vehicles parked on Island Cove Property must: a) have a current license plate; b) be in good driving condition.
4. Since parking is limited, Residents should use their garages first before using these parking spaces.
5. All parking Rules and Regulations shall be observed regardless of the number of vehicles owned by or in possession of a Unit Owner, Resident, Lessee or guest.
6. Junked, wrecked or abandoned vehicles are not permitted on Island Cove Property. Disabled vehicles parked on Island Cove property must be removed within 24 hours.



7. Vehicles with oil/fluid leaks must have cardboard or a collector pan placed under the vehicle to limit damage to common parking spaces and roadways. Leaks shall be repaired within twenty-four (24) hours and, if not repaired, clean-up costs will be the vehicle owner's responsibility.
8. Unit Owners/Residents will be held responsible for the actions of their family, guests, Lessees, vendors, housekeepers, etc. All non-residents should be informed of the Island Cove parking Rules and Regulations.
9. Island Cove is not responsible for any damage to, or theft of any vehicle parked, operated on or towed from the Island Cove Property. Vehicle owners are solely responsible for any costs relating to damage, theft or towing.
10. No parking spaces can be used for long-term parking or 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).

### **Garages**

1. Garage #15, which is owned by Island Cove can only be used by Management, the Board of Directors, its agents, employees or vendors.
2. 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.
3. 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.
4. All garage doors shall remain completely closed when unattended by Resident.

### **No Parking in Yellow-lined areas or beside Yellow Curb Lines on Island Cove Property:**

No vehicles may park in any yellow-lined areas on Island Cove Property. No vehicles may park beside yellow curb lines, except for landscaping vehicles and/or vendor vehicles with trailers, with special prior permission of Management or a Board member. Fire hydrants, garages and parked cars should not be blocked by any vehicles with trailers.

## **Electric Vehicle Parking Stations:**

Per Florida Statute 718.113(8), Unit owners shall be allowed to have an electric vehicle charging station in their individual garage. All installation/removal costs will be borne by the unit owners. Any damage, including fire, shall be the responsibility of the Unit Owners/Residents to repair. Unit owners must make arrangements with Florida Power & Light to install a separate meter for the charging station that is billed to their unit at their expense. Owners must provide the Island Cove Board of Directors with all proper documentation and permits prior to installation.

## **Motorized Bicycles**

Any damage, including fire, resulting from the use or storage of motorized bicycles on the complex, shall be the responsibility of the Unit Owners/Residents to repair.

## **Vehicles parked on Island Cove property shall not:**

1. Block any garage, fire hydrant or parked car.
2. Back into any parking space, except with special permission from a Management or a Board member (e.g., a long truck).
3. Park farther away than 6 inches from the front concrete tire stop in each parking space.
4. Block the main entrance to the Lobby Area except for temporary loading or unloading.
5. Block the 343 and 333 recycling areas.

## **Parking in front of building 343 “Residents Only” reserved parking spots**

1. Parking in front of Building 343 is reserved for “Residents Only” overnight from 7:00 p.m. to 7:00 a.m. The single parking spot next to 343 Garage #1 is also reserved for residents only overnight from 7:00 p.m. to 7:00 p.m. Family and guests of residents may park in “Residents Only” spots during the daytime hours of 7 a.m. and 7 p.m. only.
2. At all times, **only one (1) vehicle per Condominium unit** may park in 343 “Residents Only” parking spaces, including any 343 “handicapped” parking spots.
3. The following are not permitted to park in “Residents Only” parking spaces and must park in the 343 north parking area: Housekeepers; Healthcare workers; Contractors/Vendors; Real Estate agents; Motorcycles; Vehicles over 20 ft.

4. Residents requiring close access to the 343 Building for their vendors, contractors & maintenance workers must obtain permission from Management or a Board member.

### **Island Cove Parking Stickers**

1. Resident vehicles must be registered with the Island Cove Condo Association. Island Cove parking stickers will be issued to **residents only** and must be adhered to the bottom rear window on the drivers' side. Arrangements to place the parking sticker on a different window can be made with Management or a Board member.
2. Island Cove Parking stickers cannot be transferred to others. Doing so will void the eligibility of that unit owner's/resident's vehicle to park in the "Residents Only" parking area.

### **Handicapped Spaces**

1. Vehicles are required to have a current Handicapped placard visibly hanging from the rearview mirror or a current Handicapped license plate. Residents who have Handicapped placards or license plates are encouraged to park their vehicles in a Handicapped Space.
2. Handicapped parking spaces are on a "first come, first served" basis.

### **Towing of vehicles**

1. Vehicles parked in violation of the parking rules and regulations shall be towed, without notice, at the vehicle owner's expense. Every attempt will be made to contact the vehicle owner prior to towing the vehicle.
2. All expenses of towing and storing the vehicle are solely the responsibility of the vehicle owner.
3. Island Cove accepts no responsibility for any damage to the vehicle by towing and storing. These matters are solely the responsibility of the owner of the vehicle.
4. Only Management or a Board member is authorized to have vehicles towed. Towing contact information is located on the outside wall at gate entrance.

### **Boats on Towable Trailers**

1. Prior to bringing boats and/or boat trailers on to Island Cove Property, a unit owner/resident must register with Management, presenting the following: a) Ownership information; b) VIN number; c) Current tag numbers.

2. Unit owners/residents with boats on towable trailers must park only in the 3 spots 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 no more than 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.

### **Car/Boat Wash Area**

The car/boat wash area is at the North end of the complex in front of the three spots reserved for boat trailer parking. Residents washing cars/boats should not block garages 13-18. The car/boat wash area boundaries are marked in yellow. The car/boat wash area is reserved for washing residents' only cars/boats, and the hours are from 8 am to 10 pm.

**The Car/Boat Wash area is limited to Unit Owners/Residents and their guests only.**

### **Building 333 Parking Regulations**

Vehicles shall not be parked in driveways or parked in front of garage doors so that any part of any vehicle overhangs onto the common roadway or grass. Vehicles parked along the 333 wall must not hang over into the lane designated for emergency vehicles.

### **Section 12. CLUBHOUSE**

**Clubhouse:** *(Capacity is 62 people.)*

*(Emergency: Call 911)*

1. **Violations** of Clubhouse rules **should be reported to Management or a Board member.**
2. Residents reserving the Clubhouse may use it between the hours of 7:00 am and midnight, **including preparation and clean-up time.**
3. **Children sixteen (16) years and under** must be accompanied and supervised by a responsible adult.
4. **Smoking is prohibited inside the Clubhouse or on the pool deck.**
5. Do not remove any furniture or equipment from the Clubhouse or pool area without the written permission from the Board.
6. **Do not bring any glass containers** from the Clubhouse onto the pool deck, in the pool or on the dock.
7. Dry off with a towel after using the pool **before entering the Clubhouse.**

8. Music may be played inside or outside of the Clubhouse but should be kept to a reasonable volume.
9. **The following must be completed before leaving the Clubhouse:**
  - a) The Clubhouse must be cleaned according to the checklist provided at the time of the reservation.
  - b) Set the air conditioner to 80 degrees.
  - c) Turn off any fans, inside and outside lights.
  - d) All areas of the Clubhouse, including the pool/deck, dock and grounds, must be checked for trash and disposed of properly. Remove all trash and take it to the front dumpsters.
  - e) Close and lock all Clubhouse doors and windows.
  - f) Close and double lock both bathroom doors.
  - g) Close and lock the 3 pool gates.
  - h) Close and lock the gate at the end of Merritt Avenue.

### **Reserving Clubhouse**

1. Residents can reserve the Clubhouse by contacting the Secretary at least one (1) week in advance
2. If the Clubhouse is not left clean or is left in disrepair, the Resident reserving the facility shall be notified by Management or a member of the Board. If the problem is not remedied immediately by the Resident, the Board shall have the Clubhouse cleaned and/or repaired and send a bill to the Resident for payment.
3. The clubhouse may be reserved by Residents only **for social purposes** and not for business meetings of any kind, **EXCEPT**: Island Cove Meetings. ***(Dates reserved on the calendar are posted on Management's website.)***
4. **Pool or deck cannot be reserved**, but they can be used on the scheduled date. Such use shall not infringe on use by other Residents.
5. **Parking for all Clubhouse reserved functions is permitted ONLY on the lawn next to the Clubhouse (entering through Merritt Avenue gate) and along Merritt Ave.**

### **Section 13. SWIMMING POOL.** *(Capacity is 18 people.)*      *(Emergency: Call 911 and notify Board member.)*

1. **Violations of Swimming Pool rules should be reported to Management or a Board member.**
2. Pool is for use only by Unit Owners, Residents, Lessees and guests.
3. All people using the swimming pool do so at their own risk. **There is no lifeguard on duty.**

4. The pool hours are posted at the pool.
5. **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.
6. Children who are not toilet trained must wear disposable swim diapers.
7. **No pets are allowed in the pool area.**
8. Showers are required before entering the pool.
9. Proper bathing suit attire is required.
10. Cover-ups and footwear must be worn outside of pool facilities.
11. **No diving**, horseplay, running, playing ball, throwing objects, or climbing walls is allowed.
12. **No glass containers** are allowed on the deck or in the pool area.
13. **Food is prohibited on the pool's edge.**
14. **Smoking is prohibited anywhere in the pool area. Cigarettes, vaping or nicotine devices are prohibited in the pool area, on the pool deck, the pool's edge or in the pool.**
15. Pool furniture must NOT be removed.
16. Music on the deck and in the pool area should be kept to a low volume and turned off by 9:00 p.m. so as not to disturb other residents.
17. Trash must be disposed of in the containers provided.
18. Personal items must be removed when leaving the pool area.
19. All doors and gates must be closed and locked.
20. All posted Pool Rules and Regulations shall be adhered to.
21. Residents should call the Brevard County Sheriff's non-emergency phone number 321-454-6652 to report any activity that appears to be illegal or suspicious and report it as well to Management or a Board Member.

**Section 14: SAUNA.** *(Capacity is 4 people)*

*(Emergency: Call 911)*

1. Violations of any Sauna rules should be reported to Management or a Board member.
2. Sauna is for adults. No children sixteen (16) and under are permitted to use the sauna.
3. Dry off with a towel before using the sauna.
4. Sit on a towel on the bench.
5. The temperature should be set no higher than 7. The timer should be set no higher than 15 minutes.
6. Stay hydrated. No food, beverages, except water, are allowed in the sauna.
7. **No smoking in the sauna.**
8. Turn off the sauna and lock the door to the sauna after use.
9. Sauna hours are from 7:00 a.m. to midnight.

**Section 15: WHIRLPOOL.** (Capacity is 5 people) (Emergency: Call 911)

1. **Violations of any of the Whirlpool rules should be reported to Management or a Board member.**
2. The water temperature should NOT exceed 104° F. **DO NOT USE SOAP.**
3. Residents and guests using the whirlpool do so at their own risk.
4. **NO children six (6) and under are permitted in whirlpool, even if accompanied by an adult.**
5. **Children sixteen (16) and under must be under the supervision of an adult.**
6. The Whirlpool hours are posted at the Whirlpool.
7. Shower before entering whirlpool.
8. Proper bathing suit attire is required.
9. No food, beverages or glass are permitted in or around the whirlpool.
10. **Smoking is prohibited anywhere in the pool area. Cigarettes, vaping or nicotine devices are prohibited in the whirlpool area, on the pool deck, the whirlpool's edge or in the whirlpool.**
11. **NO DIVING.**

**Section 16. ISLAND COVE GYM.** (Capacity is 5 people) (Emergency: Call 911)

1. Violations of any Island Cove Gym rules should be reported to Management or a Board member.
2. The Island Cove Gym is for adults. No children sixteen (16) and under are permitted to use the Gym.
3. Wipe down any equipment after use.
4. Stay hydrated. No food, beverages, except water, are allowed in the Gym.
5. **No smoking in the Gym.**
6. Turn off the lights and T.V. and lock the door to the Gym after use.
7. Gym hours are from 7:00 a.m. to 10:00 p.m.

**Section 17. BARBECUE GRILLS, BUTANE AND/OR GAS TANKS.**

**Pool Area Barbecue Grill**

1. The barbecue grill and surrounding area **must be thoroughly cleaned** by all Residents using the grill. Residents using the grill are responsible for covering the grill after it has cooled down.
2. Upon finding an empty propane tank, the Resident shall refill the tank and submit the receipt to Management for a refund.

## **Charcoal Barbecue Grills, Butane and Gas Tanks**

1. **No gas grills, charcoal barbecue grills, or any gas propane tanks are allowed in any unit, garage, or on any porch, patio, balcony or walkway or closer than 10 feet beside any building on the property.**
2. Residents must adhere to all Fire Codes of Brevard County, Florida Enforcement Regulations.

## **Section 18. CHILDREN**

1. **Unless otherwise stipulated, “children” are defined as sixteen (16) and under.**
2. Children playing on Island Cove property must be supervised by an adult.
3. Children may not play on breezeways, elevators or stairwells.
4. Children may not play near or in retention ponds without adult supervision, play near any drainage site, solar panels, heat pump, or to climb trees, fences gates & walls. This includes bouncing balls on walls or buildings, etc.
5. Children may not use skateboards, motorized scooters, go carts, dirt bikes, or three (3) or four (4) wheel “all terrain” vehicles anywhere on Island Cove property.
6. Bicycles must be placed or stored in a unit’s garage or porch. Roller skates/blades or bicycles may only be used on paved areas, walkways, (LCE) driveways and are prohibited inside fenced pool area.

## **Section 19. PETS**

1. **Violations of any of the Pet rules should be reported to Management or a Board member.**
2. 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, in the complex or to be walked on Island Cove Property.**
3. **All pets** must be leashed or confined to a pet carrier when outside of the pet owner’s unit. Domesticated cats **MUST be confined to the interior of the unit** and not allowed to go free anywhere on the complex.
4. No animal or pet is permitted inside of fenced pool area.
5. All Unit Owners and their guests must properly **pick up** any fecal matter with a plastic bag, tie it up and place it inside the 343 or 333 dumpsters.
6. **Feeding wildlife is prohibited anywhere on the complex.**



7. No pet shall be allowed in a 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 creates a nuisance shall be conclusive and binding on all parties.
8. Residents and guests shall not permit their pet to relieve themselves in the building, in the elevator or in hallways, or on outdoor shrubbery or plants. If this happens, Residents shall clean up after their pet. If there is damage to shrubbery or plants, the Resident shall pay for the replacement of damaged plants.
9. **All animal control ordinances & guidelines will be adhered to** by all Residents, guests, family members or the designated person taking care of the pet.

### **Section 20. OBSTRUCTION.**

1. No antennae or satellite dishes shall be attached to or hung from the exterior of the Condominium.
2. Per the Brevard County Fire code, sidewalks, entrances, driveways, passages, patios, courtyards, vestibules, stairways, halls and corridors **must be kept open and shall not be obstructed in any manner.**
3. **No sign, notice or advertisement** shall be visible in any window or other part of the Condominium.
4. Only items for **temporary** storage should be kept in “Storage” areas, as specified in Section 2.
5. Walkways/breezeways shall be kept clear and free from any obstruction that might interfere with unit access during an emergency or otherwise.
6. Plants, statues, door mats, furniture or any other objects in the alcove **shall not extend or protrude into the walkway & shall not impede emergency access to a unit.** All plants and pots must have planters with a protective base to keep dirt and water off the breezeway floor. All objects and containers must be maintained, kept orderly and in good repair. **The Board of Directors may, at any time, require an owner or resident to remove any exterior item if it is offensive or not appropriate.**

### **Section 21: DESTRUCTION OF PROPERTY**

1. No Unit Owner, family member, guest, invitee, employee, Lessee, person for whom they are responsible or are supervising shall damage, mar, mark, deface, or engrave any part of any Condominium Property. **Unit Owners shall be financially** responsible for such damage.

2. Tampering, adjusting, capping, vandalizing, destroying any part of sprinkler system, control/circuit boxes, solar panel, or any other Condominium Property, etc., is prohibited.

## **Section 22. EXTERIOR APPEARANCE/WINDOW COVERINGS**

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 Board of Directors which consent may be withheld purely on aesthetic grounds and within the sole discretion of the Board of Directors.**
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 Board of Directors, which approval may be withheld on purely aesthetic grounds at the sole discretion of the Board of Directors.**
3. Interior blinds, shades, verticals, drapes and wood shutters are the only acceptable window coverings, shall be **white, beige or pastel colors that blend with exterior of the building** and shall be maintained in good condition.

## **Section 23. TRASH/RECYCLING.**

*(Follow Recycling Guidelines in Addendum)*

1. **Recyclable/dumpster locations:**  
Trash chutes for Building 343 are located on floors 2-4 by the elevators.  
**NOTE: ALL CARDBOARD BOXES MUST BE BROKEN DOWN FOR DISPOSAL AND PLACED IN THE 1<sup>ST</sup> FLOOR DUMPSTER or in the green recycling bins and not on the ground next to any dumpster or recycling bin.** A second garbage area and recycling bins are located at the main entrance across from building 333.
2. All refuse, waste and garbage shall be placed **inside** a plastic garbage bag, and **securely tied** **PRIOR** to disposal in the garbage chutes, dumpsters or garbage cans.
3. 343 Recycling containers are located behind the white picket fence next to garage #32 and at main entrance next to the 333 dumpster enclosure. **No loose plastic bags or recyclables bagged in plastic bags are allowed in the recycling bins.**
4. Styrofoam pieces are not recyclable and must be disposed of in a secure plastic or paper bag and put in the dumpster.

5. Shredded paper is recyclable only if put in a paper bag that is securely closed to avoid flying pieces when recycling bins are mechanically emptied by Waste Management.
6. **Waste Management will not pick up any item LEFT OUTSIDE OF, ON TOP OF, OR ON THE GROUND NEXT TO the dumpsters or green recycling bins.** All recyclables **must be placed inside** the green bins.
7. Paint cans that are completely dried out can be put in the garbage dumpsters in a secured plastic bag. All other hazardous waste materials, such as motor oil etc., are prohibited in the garbage or recycling bins and must be disposed of at the Cocoa Waste Management Facility.
8. Bulk items such as washing machines, old TVs, etc., can be placed in the 343 recycling area behind the white picket fence. Unit Owners or Residents disposing of bulk items in the recycling area are required to contact Waste Management at 321-636-6894 to request a special pickup.
9. **NO** items may be left in the main lobby for distribution, i.e., Thrift Shop items, etc.

#### **Section 24. BALCONIES/PORCHES**

1. NO riverside SCREENED PORCH or SCREENED areas may be **ENCLOSED WITHOUT PRIOR** written **CONSENT** of the Board of Directors.
2. No objects or plants may 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”.
3. All exterior balconies belonging to select units on the east side of Building 343 shall be kept orderly and pleasing in appearance. There shall be limited plants in these areas, and plants must not protrude over the front railing.
4. **343 COMMON AREA BALCONIES** that protrude from the breezeways may have limited plants or furniture that does not extend into the breezeways or over the front railings.
5. **Per the Brevard County Fire Code, doorways shall be kept clear for emergency equipment. Residents will be required to remove items that protrude into the breezeway or block the doorway.**
6. **CARPETING ON OPEN BALCONIES: No carpeting, e.g., indoor/outdoor carpets or other porous material shall be placed or affixed to open balcony decks or screened porches. Such material traps moisture and salt and causes premature degradation of the balcony structure and corrosion of the building materials. A fine of \$25.00 per day shall be levied against any Unit Owner per violation.**

## **Section 25. HALLWAYS/BREEZEWAYS**

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. Management or a member of the Board may, at any time, require removal of any personal item/object solely for aesthetic purposes as per the Fire Code of Brevard County, Florida.
2. **Smoking, vaping or carrying lighted tobacco or nicotine devices is prohibited** in the foyer, hallways, breezeway, stairs and elevator or in front of 343 lobby door.

## **Section 26. EMERGENCY ENTRY**

**Residents shall leave a unit key, an emergency contact number and an alternate and/or secondary contact person's phone number** with Management or a member of the Board. 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 Management or a Board Member enters a Resident's unit due to an emergency, they shall leave a signed and dated note for the Resident explaining why they were in the unit and what they found.*

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** THAT MIGHT OCCUR WHILE REMEDYING OR ABATING THE CAUSE OF SUCH EMERGENCY.

## **Section 27: PLUMBING AND WATER USAGE**

1. Water leaks from A/C units, water heaters, washers, toilets, 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 or bleach 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 seems to be the source of the leak. Unit Owners are required to provide a key to the Board of Directors for emergency access so that further damage or expenditure to the Unit Owners can be avoided.
2. **Residents should conserve water as ALL UNIT OWNERS share the costs of water usage. Water faucets should be turned off completely after use.**
  3. Residents shall **promptly repair any faucet or water leak/drip within the unit. Any outside faucet leaks should be reported immediately to Management through the online portal.**
  4. The cost of any damage resulting from misuse or any plumbing fixtures or water pipes in the common areas shall be borne by the Unit Owner/Resident of record.
  5. **If the Board of Directors is billed** for a service and/or a material charge resulting from a water leak in a unit **and it is determined** by that service person, Management **or the Board** that **the leak is the Unit Owner's responsibility**, a bill for the charges shall be mailed to Unit Owner. If the bill is not paid within ten (10) days, **the Unit Owner will be fined \$25.00 per day until paid.**

### **Section 28. WASHERS/DRYERS/WATER HEATERS**

1. **Washing machines must have metal hoses attached to limit breakage. Unit Owners are financially responsible for any damage occurring to their unit or other units.**
2. 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.
3. **If water from the water heater leaks onto the floor and into the unit below, Unit Owners will be financially responsible for any damage to their unit and to other affected units.**

## **Section 29: ROOFS/CHIMNEYS**

### **Roofs.**

Unit Owners, their Lessees, families or guests **are not permitted on any Island Cove Condominium Property roof** for any purpose whatsoever. Only professional vendors are allowed on the roofs.

### **Chimneys.**

1. Residents who burn wood in their fireplaces must have their chimneys checked and cleaned by a professional Chimney Sweeper yearly.
2. Residents are responsible for the repair and cost of any damage caused by firewood infested with carpenter ants or termites.

## **Section 30. HURRICANE SHUTTERS/SCREEN DOORS**

1. Hurricane Shutters and front entry screen doors shall be installed per specifications adopted by the Board of Directors.
2. 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.

## **Section 31. HURRICANE PREPAREDNESS**

Guidelines for hurricane preparedness will be distributed to all owners and residents prior to each pending storm and precautions to prepare for and protect all Association property will be taken at that time.

## **Section 32. PEST CONTROL**

1. **Pest Damage.** Honeybees, Carpenter Ants or Termites can cause destruction in or around buildings and must be reported immediately to any Management or a Board Member.
2. **Pest control services** are provided by Island Cove and covered by the monthly maintenance fee. Unit owners can contact the current pest control vendor for service inside their unit free of charge.

### **Section 33. DOCK**

1. No boat may be tied at the Island Cove dock for more than 24 hours. Liability to the boat and/or the Island Cove dock is the sole responsibility of the boat owner and/or Unit Owners.
2. Children sixteen (16) and under shall be supervised while on dock.
3. Remove any trash from the dock area & dispose of it properly.
4. No glass containers are permitted on the dock.
5. No diving off the dock.
6. No smoking on the dock.

### **Section 34A. MAINTENANCE OF YARD AREAS (COMMON ELEMENTS)**

1. **Residents may not plant, remove or trim any trees, shrubbery or grass** without written approval from the Board.
2. **All lawn/yard areas are deemed common property and may/can be utilized by all Unit Owners/Residents. Consideration of privacy when walking or utilizing an area behind patios and balconies is requested.**
3. All Residents should assist in keeping grounds clean by picking up and disposing of any trash on common property.
4. **Residents may not hire any vendor or person for maintenance and/or work on association common property. Legal Action will be pursued, and all legal fees shall be at the unit owner's/residents' expense.**

### **Section 34B. MAINTENANCE OF 333 COURTYARDS, 343 ENTRY DOORS & GARAGE DOORS**

1. **Landscaping.** Unit owners are responsible for maintaining plantings in the courtyard if they have upgraded from grass only.
2. **Outdoor faucet.** Unit owners are responsible for maintaining and/or replacing their outdoor faucet that services their unit only. If the faucet/shut-off valve must be replaced, a Board member should be contacted to arrange for the main 333 water valve to be shut off for a plumber.
3. **Doors.** **Island Cove** is responsible for maintaining/painting All **343 and 333 front entry** doors and screens and any garage entry doors.
4. **Garage doors.** **Island Cove** is responsible for cleaning/painting all double/single garage doors. The double/single garage door will be replaced by Island Cove if it's damaged beyond repair unless the damage is due to negligence by a unit owner or non-resident driver. Unit owners are responsible for maintaining/replacing garage door hardware.

5. **Lighting.** Island Cove is responsible for maintaining/replacing 333 outdoor light fixtures that were part of the original plans. This includes two fixtures outside the garages, one fixture along the sidewalk, one fixture in the courtyard, and the fixture above the front door. For safety concerns, unit owners may contact condo maintenance if a bulb needs replacing in a fixture that requires an extension ladder to reach.
6. **Courtyard Gate.** Island Cove is responsible for repairing, painting and replacing the courtyard gates at 333.
7. **Courtyard Sidewalk.** Island Cove is responsible for maintaining/replacing concrete sidewalks in the 333 courtyards. If the original concrete sidewalk has been covered with tile, unit owners are responsible for the maintenance/replacement of the tile.
8. **Sewer outlet.** Unit owners are responsible for costs associated with maintaining and cleaning their sewer outlet located in the 333 courtyards. Island Cove is responsible for maintaining and cleaning the main sewer outlets.
9. **Screened Porches. 343 and 333** unit owners are responsible for **painting the riverside wall inside the porch and the porch floor.** A neutral color can be used. No carpet of any kind may be installed on porch floors.
10. **Plumbing.** Unit owners are responsible for maintaining/replacing all interior plumbing fixtures and pipes unless a pipe in a wall services more than one unit.

### **Section 35. EMPLOYEES/VENDORS**

1. Unit owners/residents shall not interact with employees/vendors of the Association. **Only Management or a Board member** are permitted to interact with employees and vendors.
2. Any conflict or problem with Association employees or vendors should be reported immediately to Management and/or the **Board of Directors** who will resolve the problem in an appropriate manner.
3. Maintenance requests are made to Management through the online portal and not given directly to a Board member or an employee/vendor.



## RESOLUTION OF CONFLICTS

**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**

**\*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 snacks, 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 (EXCEPT AS DESCRIBED IN SECTION 22, #7):

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 sharp needles 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**

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

**AMENDMENTS TO ICCA BYLAWS**

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

**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)*