

Rules and Regulations

Island Court Venice Condominium Association, Inc.

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Rules and Regulations
For
Island Court Venice Condominium Association, Inc.**

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ISLAND COURT VENICE CONDOMINIUM ASSOCIATION, INC.

Rules and Regulations

I. GENERAL

The ISLAND COURT VENICE CONDOMINIUM ASSOCIATION, INC. is a not-for-profit Florida Corporation, as required by the Florida Condominium Act. The Act provides that the Association may adopt rules and regulations to govern the details of the Association's and Condominium's operation.

- A. These rules and regulations set out the details, restrictions and requirements regarding the use and maintenance of units, limited common elements and common elements to assure the enjoyment of all owners and to prevent unreasonable interference thereof.
- B. These rules and regulations, adopted by the current Board of Directors, can be reviewed periodically for amendments and/or additions to better ensure they represent the membership's interests.
- C. We urge you to read these rules and regulations carefully and to also insist that any lessee or guests also be fully cognizant of the rules and regulations.
- D. The enforcement of these rules and regulations requires specific procedures. All infractions or violations should be reported, in writing, to the Association. The Association may, from time to time, designate individuals, committees and/or managers to carry out the responsibilities of the Association set forth herein.
- E. Minor infractions will be handled on a one on one basis. Continued abuse or serious infractions will be documented and turned over to the appropriate committee of the Board of Directors or the Board itself. The Board or Board Committees will investigate complaints/offenses and submit a written report and recommendation to the Board of Directors for their review, adjudication and appropriate action. (For more detailed information on appeals, etc., please refer to your bylaws).

II. DESTRUCTION OF PROPERTY

- A. Owners will be held responsible for destruction, damage or defacement of buildings, landscaping, grounds and/or equipment caused through their own acts and/or the acts of their lessees or guests.

III. FACILITIES

- A. The facilities of ISLAND COURT VENICE are for the exclusive use of members of the Association and their permitted lessees, and their guests. No guest or relative of a member or lessee may use the facilities unless in actual residency or accompanied by a member or the lessee of a member.
- B. Certain facilities of ISLAND COURT VENICE can be reserved for exclusive use, for a limited time, by a member or a member's lessee. The reservation request and subsequent approval if applicable must be in writing or email to the Association and these rules shall apply for such purpose.

IV. OCCUPANCY

- A. No owner of an ISLAND COURT VENICE unit or owner's lessee, owner's guest or any other occupant of a unit, shall use it for any purpose other than as allowed in the Declaration
- B. No occupant shall make use of a Unit which violates any laws, ordinances or regulations of any governmental body.
- C. No occupant shall commit or permit any nuisance or illegal act in his or her Unit, or in or on the common elements or Association Property.
- D. Consult the Declaration of Condominium for additional use restrictions.

V. PARKING

- A. Owners and lessees will park only in the parking spaces assigned to the unit they occupy.
- B. The five (5) parking spaces in front of Building 2 (addresses 445 thru 453 Nokomis Ave S) and the five (5) parking spaces in front of Building 4 (addresses 411 thru 419 Nokomis Ave S) are designated guest, visitor and delivery vehicle parking only. Owners, lessees, renters or long term occupants are prohibited from parking in guest and visitor spaces.

Please note all guest, visitor and handicapped parking is parallel.

The main driveways are one way – entering from Nokomis Ave S exiting through to Calle Central

- C. When not in use, all bicycles must be placed inside the garage of the unit.
- D. No commercial vehicles, trucks (except for non-commercial trucks of less than 3/4 tons), motorcycles, campers, trailers, boats, watercraft, mobile homes, motor homes, recreational vehicles, and similar vehicles may be parked, maintained or kept in any parking area, driveway or elsewhere in the Condominium other than in an enclosed garage.
- E. Garage doors of units must be kept closed at all times when access through the garage doors is not active.

VI. EXTERIOR APPEARANCES

To maintain a uniform and pleasing appearance of the building exterior, the following shall apply:

- A. No owner, lessee or guest may paint, decorate or otherwise change the appearance of any exterior surface.
- B. Hanging garments, towels, signs or any other unsightly objects from balconies, terraces, exterior surfaces, railings or structures or windows is prohibited.
- C. No occupant may place any shutters, blind or awning on any balcony, terrace or exterior opening. Sunscreens may be placed on balcony openings and must comply with requirements and specifications adopted by the Board. Installation plans must be approved in writing by the Board. No hurricane shutters may be placed on the exterior of any window unless such shutters comply with requirements and specifications adopted by the Board or otherwise approved in writing by the Board or a committee thereof.

- D. No occupant may place any draperies or curtains on windows or glass doors without a solid, light color liner facing the exterior. If vertical or horizontal levolors or venetian blinds are used as decorative window or glass door treatment, the "exterior" side must be a solid, light color.
- E. No occupant may plant any permissible planting within any planter provided on a terrace or any other exterior surface which in any way protrudes or drapes over the vertical plane of the terrace or other vertical surface.
- F. No occupant may erect any exterior lights or signs or place any signs or symbols on any windows or glass doors or on balconies or terraces or entryways.
- G. No occupant may attach any structure or fixtures within the common elements, including corridors, nor change any decorative treatment provided in/on any common elements.
- H. No occupant may erect, construct, maintain any wire devices, antennas, other equipment or structures on the exterior of the building, limited common elements or common elements except by written request and consent of the Board of Directors.
- I. No occupant may change any exterior floor surface without written approval of the Board of Directors.
- J. Every balcony, terrace or entryway must be kept clean and neat. Storage containers or outside storage is not permitted.
- K. Decorative items may not be hung from exterior ceilings or exterior walls of a unit except by written request and consent of the Board of Directors or as follows:
 - 1. Holiday decorative lighting is permitted on balcony railings. Decorative lighting should be appropriate and aesthetically pleasing. Lighting should be hung after Thanksgiving and taken down by January 15th.
 - 2. Wreaths and door decorations are permitted and should be seasonally appropriate and aesthetically pleasing. Wreaths and door decorations should be removed in case of strong winds and / or when leaving Island Court for an extended period of time.
 - 3. The Board of Directors reserves the right to request removal of any exterior decorations that are not considered appropriate.
- L. All furniture and other objects, e.g. chairs, flower pots, hanging artwork, statues, tables, decorative items, doormats, etc., must be removed from your patio, front door, entry steps and/or balcony and stored in a protected place inside your house or garage in case of strong winds (tropical storm force winds or greater) and / or when leaving Island Court for an extended period of time. Any items not removed will be removed by the Association with the Owner billed for the expense.
- M. It is imperative that holes not be drilled in the walls, ceilings or floors to insure the structural and aesthetic integrity of the building.

VII. INTERIORS

- A. As provided in the Condominium Documents, no occupant may make any structural additions/deletions and/or alterations to any unit or to the common and/or limited common

elements without approval of the Board. However, any owner may fasten light fixtures, shelving, pictures, mirrors, objects of art, and similar items to the interior walls of a unit, provided they may be removed without substantial damage to the common wall structure. (Note: Care should be taken by unit owners to ascertain those walls which are party and/or common walls prior to affixing any object/element to those walls.)

VIII. SAFETY

- A. No occupant shall permit any activity or keep anything in a unit, limited common element or common element, which would be a fire or health hazard or in any way increase insurance rates.

IX. OBSTRUCTIONS

- A. Sidewalks, driveways, entrances, stairways, unit entries, elevators, corridors and other common areas of travel must not be obstructed in any manner and are to be kept free of any objects/materials which are unsightly or hazardous.

X. NOISE

- A. To insure your own comfort, peace of mind and that of your neighbors, radios, stereos, intercoms, telephones, sound systems, amplified instruments and televisions must be turned to a minimum volume so as not to annoy or be a nuisance to your neighbors. The Board shall also have the authority to fine a unit owner in the event of excessive noise or sounds in the event the Board finds in its sole and complete discretion that such noise or sound is disruptive, annoying or a nuisance.

XI. LEASING OR LOANING OF UNITS

- A. Unit Owner may not lease for less than a minimum lease term of 30 days, and no more than four (4) leases per year, except annual leases are not restricted. If a Unit Owner wishes to allow any guest, who is not a lessee, to use or occupy the Unit for more than 14 days, Unit Owner must, in addition to the requirements of section XI. E. below, complete the rental application form (or "lending" form provided by the Association's Management Company) of section XI. B. below and certify that such guest is not a lessee and is not providing any form of payment, reimbursement, exchange, or other remuneration for such temporary occupancy.
- B. All lessees must be approved by the Association in advance of the commencement of any lease. All lessees and guests of more than 14 days, must complete the standard rental application form (or "lending" form provided by the Association's Management Company) and, in the case of a lease, owners should either obtain the standard lease form for use in completing lease arrangements, or include in any other lease form used, the special clauses designed to protect the interests of the Association.
- C. A transfer fee at the highest rate allowed by law, as provided in the Condominium Act (currently \$150) is due and payable to the Association with each rental application, lending application, and application for sale of a Unit.
- D. Any unit that is owned by a trust, corporation, partnership or other entity shall designate one individual (and spouse if applicable) as the user of that unit who is the designated representative of such unit. That designee may not be changed (absent sale or other transfer of that unit) prior to the next calendar year. Use of the unit by other than that designee shall

be subject to any limitations in these Rules on leasing or loaning of units.

E. Each owner should advise the Association of incoming lessees or guests (within the prescribed limits of leases as set out in the Condominium Documents), and provide:

1. Name of lessee/s or guest.
2. Relationship to owner, if any.
3. Total number of occupants and ages of children, if any.
4. Number of vehicles, kind and license numbers.
5. Expected date (and time) of arrival.
6. Expected date of departure.

XII. OWNER'S/LESSEE'S EVENT/PARTY

- A. In the event of an Owner/Lessee event or party, Owner/Lessee responsible for working out with the Association where guests park.
- B. Owner/Lessee cannot exceed capacities as prescribed by governmental agencies or the Declaration for usage of common elements and facilities (total number of people).

XIII. SOLICITATION

- A. There shall be no solicitation by any person anywhere in any building or public areas for any cause whatsoever. This applies to any solicitor, unless they are invited by a unit owner or lessee to solicit for that unit owner or lessee only, or specifically authorized by the Association.

XIV. SERVICE DELIVERIES AND/OR SERVICE WORK

- A. The Association should be notified in advance of scheduled service calls or deliveries to the unit which may require extended use of parking area or building facilities inconveniencing temporarily other owners, guests or lessees.
- B. When access to the roof is required for service work the Owner of the Unit where the roof ladder is located should be notified whenever possible.

XV. PERSONNEL

- A. Association employees, if any, are assigned specific duties to be performed under the supervision of the Board. Owners, guests, or lessees must not interrupt or interfere with the performance of their regular service.
- B. A request for a special service must be directed to the Association.

XVI. SANITATION

- A. No garbage, recycling or refuse containers shall be installed or maintained in or on any of the public areas of the Condominium.
- B. Owners and their guests, visitors and lessees will not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided by the City of Venice. Units and the public areas at the Condominium shall, at all times, be kept in a clean and sanitary

condition. All other garbage, trash, refuse, etc., is to be placed in waterproof plastic bags or similar containers in accordance with City regulations before being placed in your garbage container. Large containers and boxes cannot be placed outside by your garbage or recycling containers in accordance with City regulations. Trash containers and recycling containers shall not be stored outside the garage for more than 24 hours.

- C. Owners, guests, visitors or lessees shall not allow anything to fall or be thrown from windows, doors, terraces or balconies. Further, no sweeping shall be ejected from a balcony, terrace or a unit into the corridors or other common elements.
- D. Charcoal grills, gas grills and other cooking devices cannot be used on terraces, balconies, entryways or on any common element, except as authorized by the Board of Directors of the Association. Use in a units limited common element area immediately adjacent to such unit's garage is permitted.

XVII. PETS

- A. The Board of Directors may permit, in their sole discretion, a Unit Owner to keep no more than two pets (dogs and/or cats only).
- B. Pets must be on a leash at all times when outside their owner's unit and walked in designated areas.
- C. Owners are responsible for picking up and disposing properly of any animal feces and clumps of hair.
- D. If, in the judgment of the Board of Directors, it is determined that a pet is causing excessive disturbance and is an annoyance to other owners and/or owners pets, its owner will be required to permanently remove the pet from the Condominium.
- E. Lessees, visitors or guests of owners or lessees, will not be permitted to bring pets onto the premises, under any circumstances.
- F. In compliance with ordinances, pets will not be allowed in the swimming pool area.

XVIII. FOOD AND BEVERAGES

- A. Food and beverages may be consumed only in those parts of the Condominium common elements that are specifically designated for such purposes and may not be consumed in the remainder of the common elements unless specifically authorized by the Association.
- B. Owners/Lessees will be responsible for leaving the area used in a clean condition. Frequent violators may have food and beverage privileges revoked by the Association.

XIX. SWIMMING POOL

- A. For everyone's safety and comfort and in accordance with ISLAND COURT VENICE'S pool permit issued by the Florida Health Department Sarasota County the pool hours and pool rules & regulations are as follows:

1. NO LIFEGUARD IS ON DUTY - swim at your own risk.
2. Pool hours are DAWN to DUSK.
3. Maximum pool capacity is 14.
4. NO DIVING.
5. NO GLASS in the fenced pool enclosed area or in the pool.
6. NO ANIMALS in the fenced pool enclosed area or in the pool.
7. NO FOOD OR BEVERAGE in the pool or on the pool wet deck (four feet from the pool edge).
8. Shower before entering the pool.
9. Children that are not toilet trained and individuals that are incontinent are required to wear waterproof swim diapers when in the pool.
10. Children under the age of fourteen (14) and individuals who are not proficient swimmers should not use the pool without the supervision of a competent swimmer.
11. Please be considerate of others. No yelling or excessively loud noises. No boisterous behavior, running, pushing or horseplay. The volume of electronic devices, e.g., CD players, MP3 players, radios, musical instruments, etc., should be kept to a minimum so as not to disturb others.
12. Observe wind conditions when opening umbrellas to ensure they do not topple over.
13. Close umbrellas after use.
14. Return furniture to its original location on the pool deck.
15. Check to make sure the gate closes completely behind you.

Please inform your guests and visitors of the above.