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I V C A

B Y L A W S

September 21, 1992

**ISLAND VILLAGE CONDOMINIUM
 ASSOCIATION, INCORPORATED**

EXHIBIT 'E' TO IVCA DECLARATION OF CONDOMINIUM

Prepared by

IVCA Executive Board
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 2135 North Courtenay Pkwy
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**ISLAND VILLAGE CONDOMINIUM
ASSOCIATION, INCORPORATED**

1992

Executive Board

Sheryl Jarnac	President
John Allen	Vice President
Bernadette Metzler(Bldg A)	Member
Loretta Wiley(Bldg B)	Member
Rosemary Hofbauer(Bldg C)	Member
Morton Marks(Bldg D)	Member
Shirley Stanton(Bldg E)	Member
John Allen(Bldg F)	Member
Kay Harley	Treasurer
Hazel Kirk	Secretary

2135 North Courtenay Parkway
Merritt Island, Florida 32953

BYLAWS OF IVCA
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BYLAWS OF IVCA_

ISLAND VILLAGE CONDOMINIUM ASSOCIATION, INCORPORATED

A Corporation not for profit under the laws of the State of Florida.

ARTICLE I

I D E N T I T Y

Under the provisions of IVCA Declaration of Condominium, these are the BYLAWS of Island Village Condominium Association (IVCA), Inc., a Corporation not for profit under the laws of the State of Florida. The Articles of Incorporation of the Corporation were filed in the Office of the Secretary of State on 29 January 1973, as revised and adopted by the General Assembly on 28 October 1975, 1 February 1980 and 21 August 1984, of the Island Village Condominium Association, Inc., hereinafter called the 'Corporation/, has been organized for the purpose of administering the operation and management of Island Village Condominium, an apartment project and condominium regime established in accordance with the laws of the State of Florida upon lands lying and being on Merritt Island, County of Brevard, State of Florida (s718.104(4)(K),FS).

A. The provisions of these Bylaws are applicable to Island Village Condominium as the Declaration of Condominium for all of said structures as recorded among the Public Records of Brevard County, Florida.

B. The Office of the Corporation shall be located at 2135 North Courtenay Parkway, Merritt Island, Florida.

C. The Fiscal Year of the Corporation shall be the Calendar Year.

D. The Seal of the Corporation shall bear the name of the Corporation, the word 'Florida', the words 'Corporation Not for Profit', and Year of Incorporation.

E. The Term 'Member' or 'Members' used throughout the Bylaws shall imply the General Membership or unit owner, unless otherwise specified as a 'member of the Executive Board'.

ARTICLE II

MEMBERS MEETINGS

"Substantial rewording of bylaw. See bylaw Art. III for present text."

A. The Annual Members' Meeting shall be held at the office of the Corporation at 8:00 PM on the first Tuesday of December of each year, for the purpose of electing a President, Secretary and treasurer and election of Directors and transacting any other business authorized to be transacted by the members.

B. Special Members' Meetings shall be held whenever called by the President or Vice-President or by a majority of the Executive Board, and must be called by such officers upon receipt of a written request from members (voting interests) entitled to cast a majority of the votes of the entire membership.

C. Notice of all Members' Meetings, stated the time, place and the object for which the meeting was called, shall be given by the President, Vice-President, or the Secretary, unless waived in writing by a unit owner (voting interest). Such notice shall be in writing to each member (voting interest) at his address as it appears on the books of the Corporation and shall be mailed or hand-delivered not less than fourteen (14) days prior to the date of the meeting and shall include a written agenda. Proof of such notice, shall be given by the affidavit of the person giving said notice, and posted at a conspicuous place on the condominium property. Notice of meeting may be waived before or after meetings.

D. The owners (voting interests) of a majority of the units constitute a quorum, and decisions shall be made by owners (voting interests) of a majority of the units represented at a meeting at which a quorum is present, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, or these Bylaws.

E. Voting:

1. At any Meeting of Members, the owners of Condominium Units (voting interests) shall be entitled to cast one (1) vote for each condominium unit owned.

2. If a Condominium Unit is owned by one (1) person, his right to vote shall be established by the record title to his unit. If any Condominium Unit is owned by more than one (1) person, or is under lease, the person entitled to cast the vote for that unit shall be designated by a certificate (voting interest) signed by all of the record owners of the Condominium Units and filed with the Secretary of the Corporation. If a Condominium Unit is owned by a corporation, the person (voting interest) entitled to cast a vote for that unit shall be designated and attested by the secretary of that corporation and filed with the Secretary of Island Village Condominium, Inc. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Condominium Unit occurs. A certificate designating the person entitled to cast the vote of the Condominium Unit may be revoked by the owner(s) of a unit at any time. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

F. Adjourned Meeting: If any Meeting of the Members cannot be organized because of the absence of a quorum (see D. above), the members who are present, either in person or by proxy, may adjourn from time to time until a quorum is present.

G. The order of business at the Annual Members' Meeting, and as far as practical, at other Members' Meetings shall be as follows:

1. Calling of the Roll or signing of attendance sheets prepared for each building, and certifying Proxies.
2. Proof of Notice of Meeting or Waiver of Notice.
3. Reading and disposal of any unapproved minutes from the last Annual Members' Meeting, or of any Special Members' Meetings.
4. Reports of Officers.
5. Reports of Committees.
6. Appointment of Inspectors of Election.
7. Election of Officers, and report of Election of Directors of each building.

8. Unfinished Business.
9. New business.

ARTICLE III

EXECUTIVE BOARD

"Substantial rewording of bylaw. See bylaw Art. III for present text."

A. Administration: The form of administration of the Association shall be as follows:

1. The Executive Board shall consist of a President; a Vice President; a Secretary; a Treasurer; and six (6) Directors. Provided, however, that no spouse shall be permitted to serve on the same Executive Board at the same time. The affairs of the Corporation shall be managed by the Executive Board, who shall be Members of the Corporation. Only the six (6) Directors shall always have the right to vote, and the President shall only have the right to vote in order to break a tie.

2. A regular or general election for purposes of this rule shall be an election to fill a vacancy caused by expiration of a term in office. Other elections include those elections to fill a vacancy caused by resignation, recall or otherwise. A regular or general election shall occur on the date of the annual meeting. Other elections shall occur in conjunction with duly called meetings of the unit owners.

3. A board of administration shall not create or appoint any committee for the purpose of nominating a candidate or candidates for election to the board. However, a board may create or appoint a search committee which shall not have the authority to nominate any candidate.

B. Procedure for Election of Executive Board:

1. The first notice of the date of the election, which is required to be mailed or delivered not less than 60 days before a scheduled election, must contain the name and correct mailing address of the secretary, or person designated by the secretary. The failure to mail or deliver to the eligible voters at the addresses indicated in the official records the first notice of the date of the election not less than 60 days before a scheduled election shall render any election so held null and void.

2. Any unit owner or other eligible person desiring to be a candidate for the board of administration shall give written notice to the secretary of the association not less than 40 days before a scheduled election. Written notice shall be effective when received by the secretary or other person designated by the secretary. Accompanying the written notice shall be a candidate information sheet if desired by the candidate. For purposes of this rule, written notice to the secretary or other person designated by the secretary shall be deemed adequate written notice on the secretary. Written notice shall be accomplished in accordance with one or more of the following methods:

(a) By certified mail, return receipt requested, directed to the secretary or other person designated by the secretary; or

(b) By personal delivery to the secretary or other person designated by the secretary; or

(c) By regular U.S. mail, facsimile, telegram or other method of delivery to the secretary or other person designated by the secretary.

(d) Upon receipt by the secretary or other person designated by the secretary of any written notice by personal delivery that a unit owner or other eligible person desires to be a candidate for the board of administration, the secretary or other person designated by the secretary shall issue a written receipt acknowledging delivery of the written notice.

3. Upon request of a candidate, the association shall, with the second notice of election, mail or personally deliver to all eligible voters at the address indicated in the official records a copy of an information sheet which may describe the candidate's background, education, and qualifications as well as other factors deemed relevant by the candidate. The information contained therein shall not exceed one side of the sheet which shall be no larger than 8 1/2 inches by 11 inches. The failure of an association to mail or personally deliver a copy of a timely delivered information sheet of each eligible candidate to the eligible voters shall render any election held null and void. No association shall edit, alter, or otherwise modify the content of the information sheet.

4. Not less than 30 days before the scheduled election, the association shall mail or deliver to the eligible voters at the addresses listed in the official records a second notice of the election, together with a ballot and any information sheets timely submitted by the candidates. Accompanying the ballot shall be an outer envelope addressed to the person or entity authorized to receive the ballots and a smaller inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall indicate the name of the voter, and the unit or unit numbers being voted, and shall contain a signature space for the voter. Once the ballot is filled out, the voter shall place the completed ballot in the inner smaller envelope and seal the envelope. The inner envelope shall be placed with the outer larger envelope, and the outer envelope shall then be sealed. Each inner envelope shall contain only one ballot. If a person is entitled to cast more than one ballot, separate inner envelopes shall be used for each ballot. The voter shall sign the exterior of the outer envelope in the space provided for such signature. The envelope shall either be mailed or hand delivered to the association.

5. The written ballot shall indicate in alphabetical order by surname, each and every unit owner or other eligible person who desires to be a candidate for the board of administration and who gave written notice to the association not less than 40 days before a scheduled election, unless such person has, prior to the mailing of the ballot, withdrawn his candidacy in writing. The failure of the written ballot to indicate the name of each eligible candidate who gave written notice in the manner prescribed shall render any election so held null and void. No ballot shall indicate which candidate or candidates are incumbents on the board. No ballot shall contain a section providing for the signature of a voter. Except where all units in a condominium are not entitled to one whole vote, (fractional voting), all ballot forms utilized by a condominium association, whether those mailed to voters or those cast at a meeting, shall be uniform in color and appearance. In such a case, all ballot forms utilized for each fractional vote shall be uniform in color and appearance.

6. Envelopes containing ballots received by the association shall be retained and collected by the association and shall not be opened except in the manner and at the time provided herein.

(a) Any envelopes containing ballots shall be collected by the association and shall be transported to the location of the duly called meeting of the unit owners. The association at the meeting shall have available additional blank ballots for distribution to the eligible voters who have not cast their votes. Each ballot distributed at the meeting shall be placed in an inner and outer envelope as provided in subsection (8) of this rule. Each envelope and ballot shall be handled in the following manner, either by the board or by a person or persons appointed by the boards. At the meeting, as the first order of business, ballots not yet cast shall be collected. Next, the signature and unit identification on the outer envelope shall be checked against a list of qualified voters, unless previously verified as provided in paragraph (b) below. Any exterior envelope not signed by the eligible voter shall be marked "Disregarded" or with words of similar import, and any ballots contained therein shall not be counted. The voters shall be checked off on the list as having voted. Then, in the presence of any unit owners in attendance, and regardless of whether a quorum is present, all inner envelopes shall be first removed from the outer envelopes and shall be placed into a receptacle. Upon the commencement of the opening of the outer envelopes, the polls shall be closed, and no more ballots shall be accepted. The inner envelopes shall then be opened and the ballots shall be removed and counted in the presence of the unit owners. Any inner envelope containing more than one ballot shall be marked "Disregarded", or with words of similar import, and any ballots contained therein shall not be counted. All envelopes and ballots, whether disregarded or not, shall be retained with the official records of the association.

(b) Any association desiring to verify outer envelope information in advance of the meeting may do so as provided herein. An impartial committee designated by the board may, at a duly noticed meeting, which shall be open to all unit owners and which shall be held on the day of the election, proceed as follows. For purposes of this rule, "impartial" shall mean a committee whose members do not include any of the following or their spouses:

1. Current board members;
2. Officers; and
3. Candidates for the board.

At the committee meeting, the signature and unit identification on the outer envelope shall be checked against the list of qualified voters. The voters shall be checked off on the list as having voted. Any exterior envelope not signed by the eligible voter shall be marked "Disregarded" or with words of similar import, and any ballots contained therein shall not be counted.

7. Any voter who requires assistance to vote by reason of blindness, disability, or inability to read or write, may request the assistance of a member of the board of administration or other unit owner to assist in casting his vote. If the election is by voting machine, any such voter, before retiring to the voting booth, may have a member of the board of administration or other unit owner or representative, without suggestion or interference, identify the specific vacancy or vacancies and the candidates for each. If a voter requests the aid of any such individual, the two shall retire to the voting booth for the purpose of casting the vote according to the voter's choice.

8. At a minimum, all voting machines shall meet the following requirements:

a. Shall secure to the voter secrecy in the act of voting;

b. Shall permit the voter to vote for as many persons and offices as he is lawfully entitled to vote for, but no more;

c. Shall correctly register or record, and accurately count all votes cast for any and all persons;

d. Shall be furnished with an electric light or proper substitute, which will give sufficient light to enable voters to read the ballots; and

e. Shall be provided with a screen, hood, or curtain which shall be made and adjusted so as to conceal the voter and his actions while voting.

SPECIFIC AUTHORITY: 718.501(1)(F).

LAW IMPLEMENTED: 718.112, 718.301.

C. Election of Executive Board:

1. The President, Secretary, Treasurer & Six (6) Directors shall be elected by the General Assembly at the Annual Meeting.

2. The Vice-President shall be elected by the Executive Board and shall be a Director.

3. Each Officer and Director will be elected for one (1) year, to serve in the fiscal year period.

D. Vacancies occurring in the Executive Board:

1. A vacancy occurring on the Executive Board shall be filled by line of succession to the office of the President; or if there is no one eligible for succession, or for the office of Vice-President, by an election by the Executive Board from the remaining Directors; or for the Secretary or Treasurer, by an election by the Executive Board a panel of candidates known to the search committee at a special meeting called by the Executive Board for that purpose.

2. Any Member of the Executive Board may be removed by a majority vote of the Executive Board.

3. Any Director may, at a Special Meeting called by the Unit Owners, for that purpose, be removed by concurrence of a majority vote of the Unit Owners.

4. The term of each Member of the Executive Board, subject to the foregoing provisions, shall extend until the next fiscal year, when his duly elected and qualified successor assumes that position, or until he is removed in the manner elsewhere provided.

E. Recall of Board Members:

Subject to the provisions of s. 718.301, any member of the board of administration may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests. A special meeting of the unit owners to recall a member or members of the board of administration may be called by 10 percent of the voting interests giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

1. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective immediately, and the recalled member or members of the board of administration shall turn over to the board any and all records of the association in their possession within 72 hours after the meeting.

2. If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing shall be served on the association by certified mail. The board of administration shall call a meeting of the board within 72 hours after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the board, in which case such member or members shall be recalled effective immediately and shall turn over to the board within 72 hours any and all records of the association in their possession, or proceed as described in subparagraph 3.

3. If the board determines not to certify the written agreement to recall a member or members of the board, or if the recall by a vote at a meeting is disputed, the board shall, within 72 hours, file with the division a petition for binding arbitration pursuant to the procedures in s. 718.1255. For the purposes of this section, the unit owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the board, the recall will be effective upon service of the final order of arbitration upon the association. If the association fails to comply with the order of the arbitrator, the division may take action pursuant to s. 718.501. Any member or members so recalled shall deliver to the board any and all records of the association in their possession within 72 hours of the effective date of the recall.

4. If a vacancy occurs on the board as a result of a recall and less than a majority of the board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, notwithstanding any provision to the contrary contained in subparagraph (d)(3). If vacancies occur on the board as a result of a recall and a majority or more of the board members are removed, the vacancies shall be filled in accordance with procedural rules to be adopted by the division, which rules need not be consistent with subparagraph (d)(3). The rules must provide procedures governing the conduct of the recall election as well as the operation of the association during the period after a recall but prior to the recall election.

F. Executive Board Meetings:

1. Regular meetings of the Executive Board shall be held each month in the Recreational Room of the Complex. Notice of such meetings shall be given to each Member of the Executive Board by mail, telephone, telegraph or hand delivered, 48 hours before each meeting and must be posted on Bulletin Boards and the glass door of the recreation room on the Condominium property. Deferral of regular meetings may be made from time to time by unanimous consent of the Executive Board.

2. Special Meetings of the Executive Board may be called by the President or Vice-President and must be called by the Secretary at the Written request of one-third (1/3) of the Executive Board. Not less than 48 hours notice shall be given by mail, telephone, telegraph, or hand delivered, and must be posted in the Recreation Room on the Condominium property.

3. Waiver of Notice: Any Executive Board Member may waive notice of meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4. A Quorum at an Executive Board Meeting shall consist of a majority of the Directors. The acts approved by a majority of Directors present, shall constitute the acts of the Executive Boards, except when approval of a greater number of Board Members is required by the Declaration of Condominium, the Articles of Incorporation, or these Bylaws.

5. Adjourned Meetings: If at any Meeting of the Executive Board, there shall be less than a quorum present, the majority of those present may adjourn or recess the meeting until a quorum can be obtained. Except for the above, any action taken is null and void. No further notice need be given of an adjourned meeting.

6. The Joinder of a Member of the Executive Board in the action of a meeting, by signing and concurring in the minutes of that meeting, shall constitute the presence of such Member of the Board for the purpose of determining a quorum.

G. Duties of the Members of the Executive Board:

1. The President shall be the Chief Executive Officer of the Corporation. He shall have all the powers and duties usually vested in the Office of President of a Corporation, including, but not limited to the power to appoint committees from among the Members of the Association from time to time, as he, in his discretion may determine appropriate to assist in the conduct of the affairs of the Corporation.
2. The Vice-President shall assist the President at all times and be knowledgeable in the duties of that office and be prepared to assume the office of President in the absence or disability of that officer. He shall also exercise such other powers and duties as may be prescribed by the Executive Board.
3. The Secretary shall keep the minutes of all proceedings of the Annual Meeting and all the Executive Board Meetings. He shall attend to the giving and serving of all notices to the Members and the Executive Board and other notices as required by law. He shall have custody of the Seal of the Corporation and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Corporation, except those of the Treasurer, and shall perform all other duties incident to the duties of the Secretary of a Corporation and as may be required by the Executive Board.
4. The Treasurer shall have custody of the Funds, Securities and evidences of Indebtedness. He shall keep books of the Corporation in accordance with good accounting practices and perform such other duties incident to the office of the Treasurer. He is required to make a full end-of-fiscal year Financial Report, and to make such interim reports as the Executive Board may direct.
5. The Directors shall keep in close contact with the residents. They should maintain communication at all times, on all matters, concerning the good of the Complex.
6. Fidelity Bonds shall be required for all persons handling or responsible for the Corporation's Funds, and the premiums on such Bonds shall be paid by the Corporation.

7. No compensation shall be paid to any Member of the Executive Board, except with the approval of a majority of the Membership, reflected by a vote taken at a duly constituted General Membership Meeting. Nothing herein shall be construed so as to prohibit the Executive Board from employing any Officer or Director as an employee of the Corporation at such compensation as the Board shall determine upon, nor shall anything herein be construed so as to preclude the Board from contracting with an Officer or Director of the Corporation or with any corporation in which an Officer, or a Director may be a stockholder, officer, director, or employee, for the management of the condominium for such compensation as shall be mutually agreed between the Executive Board and such Officer or Director.

8. Order of Business (Generally following the same order of business that is placed on the Board Agenda):

- a. Roll Call or Signing of Attendance Sheet.
- b. Proof of Notice of Meeting.
- c. Reading and Disposal of any unapproved Minutes for the last Regular or Special Meeting of the Executive Board.
- d. Treasurer's Report.
- e. Committee Reports.
- f. Unfinished Business.
- g. New Business (Correspondence received, etc.)
- h. Adjournment.

ARTICLE IV

FISCAL MANAGEMENT

A. Accounts:

Any expense made from these accounts over \$500.00 must first be approved by the Executive Board, with the exception of contracts over \$3,000, must be by three (3) competitive bids and approved by the Board.

1. CURRENT EXPENSES; which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves; to additional improvement or to operations.
2. RESERVE FOR DEFERRED MAINTENANCE; which shall include funds for maintenance items that occur less frequently than annually.
3. RESERVE FOR REPLACEMENT; which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
4. BETTERMENTS; which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.
5. OPERATIONS; which shall include gross revenue from the use of common elements and other sources. Only the additional direct expenses required by any revenue producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the assessments for current expenses of the year during which the surplus is realized, or at the discretion of the Executive Board, in the year following in which the surplus is realized. Losses from operations shall be met by special assessments against Condominium Unit Owners, which assessments may be made in advance in order to provide a working fund.

B. Budget:

1. The Executive Board shall adopt a combined budget for each Fiscal Year that will include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices, and not to exceed 115% of such assessments (minus reserves) for the preceding Fiscal Year, as follows:
 - a. Current Expenses.
 - b. Reserve for Deferred Maintenance.
 - c. Reserve for Replacements.

d. Betterments.

e. Operations.

2. A copy of the proposed annual budget of common expenses shall be mailed or hand-delivered to each Unit Owner not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. (Note: Sec 718.112(2)(e) FS, requires only 14 days).

C. Regular Assessments:

1. Assessments against the Condominium Unit Owners for their share of the items of the Budget shall be made for the Fiscal Year annually in advance of or before February 20th for the year for which the assessments are made. (Note: 718.112 FS, requires the budget be adopted prior to the Association's Fiscal Year). Such assessments shall be due in twelve (12) equal installments, payable on the first day of each month of the year for which the assessments are made. In the event that the annual assessment proves to be insufficient, the budget and assessment may be amended at any time by the Executive Board, provided however, that nothing herein shall serve to prohibit the Executive Board from imposing a lump sum assessment in case of any immediate need or emergency.

2. Assessments and installments on them not paid when due bear interest at the legal rate, from the due date until paid.

D. Other Assessments:

1. Emergency assessments for common expense will be made only after due notice of the need is given to the Unit Owners. After such notice, upon approval of a majority of the Executive Board, the assessment will become effective and will be due after thirty (30) days notice, in such a manner as the Executive Board may require in the notice of assessment.

2. Assessment Fines, under the provisions of s617.10 FS, are authorized by the Executive Board for nonpayment and/or noncompliance of Association Rules and Regulations. Unit Owners may be fined for: Non Payment or Late Payment of assessments at the current legal rate of INTEREST; non compliance with Rules and

Regulations in a reasonable amount as recommended by a committee appointed for that reason and approved by the Executive Board; damage to or replacement of common property in an amount determined by the Executive Board; or for reimbursement for services rendered, such as removal of unauthorized property from common elements, otherwise determined by the Executive Board.

E. The depository of the Corporation may be such bank or banks as shall be designated by the Executive Board for the deposit of monies of the Association.

1. Withdrawals from such accounts shall be by checks signed by any two (2) of the following four (4) officers: President, Vice President, Secretary and Treasurer.

2. A Warrant List giving dates, amounts and payees of checks written will be presented at each Regular Board Meeting for inclusion to the minutes.

F. The accounts of the Corporation shall be reviewed quarterly, and audited at the close of the Fiscal Year, or at any other time as required by the Executive Board. A copy of the Audit Committee's Annual Report and the Treasurer's Annual Financial Report shall be furnished to all Unit Owners within thirty (30) days after its receipt by the Executive Board.

G. An inventory shall be conducted during the fiscal year of all common property, to include any purchased articles over one hundred dollars (\$100.) in value used to maintain the common elements. Articles of common property valued at less than one hundred dollars (\$100.) shall be deemed expendable:

1. The inventory must be presented to the Executive Board for approval and the amounts made available to the Treasurer for accountability. (Note: To be used for the budgeting process).

2. Disposition in writing of those accountable properties lost due to fair wear and tear, must be presented to the Executive Board for approval.

ARTICLE V

COMMITTEES

A. At the first Executive Board Meeting, after the Annual Meeting, the President shall appoint the following Standing Committees:

1. **AUDITING COMMITTEE;** which shall consist of three (3) Unit Owners, whose duty it shall be to audit the books of the Corporation at the end of the Fiscal Year and at any other time when so requested by the Executive Board.

2. **MANAGEMENT COMMITTEE;** which shall consist of three (3) Unit Owners, whose duty it shall be to receive directives from the Executive Board, and through the Chairman of the committee, give suggestions and/or directives to the maintenance personnel of the complex, whom the committee shall monitor. This committee will assist the President with the bidding process.

3. **RECREATIONAL COMMITTEE;** shall plan and supervise all recreational activities for the ensuing year. (Note: The committee shall recommend to the Executive Board amendments to the Recreation Regulations).

4. **BUDGET COMMITTEE;** which shall consist of three (3) or more Unit Owners, whose duty it shall be to produce an IVCA annual budget for Executive Board approval, and to amend it when assessment changes or a special assessment occurs. The committee shall comply with s718.112(2)(k)FS.

B. Special Committees may be appointed from time to time as the need arises.

C. All committees are to perform the task assigned to them and report their findings in writing to the Executive Board for action. No committee chairman or any committee member shall be empowered to make any decisions or take final action on their findings, unless such power is specifically given to them by the Executive Board. The committees will report directly to the President for direction.

D. The Chairperson of each active committee shall be considered as a Member ex officio of the Executive Board, and therefore, has the right to make a motion on the findings of his committee, but has no vote and when the duties of that committee are concluded, his membership on the Executive Board ceases.

ARTICLE VI

PARLIAMENTARY RULES

ROBERTS RULES OF ORDER, newly revised, shall govern the conduct of the Corporation Meetings, when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

ARTICLE VII

A M E N D M E N T S

A. Amendments to these Bylaws may be proposed by the Executive Board of the Corporation acting upon vote of the majority of the Board Members, or by a majority of the Members of the Association by instrument in writing directed to the President or the Secretary of the Executive Board and signed by them.

B. Upon any amendment or amendments being proposed, as herein provided for, the President or in his absence, or his failure to act, the Executive Board shall call a Special Meeting of the Membership to be held within sixty (60) days for the purpose of considering such amendment. At any meeting held to consider such amendment or amendments to the Bylaws, the written vote of any member of the corporation shall be recognized if such member is not in attendance or represented by proxy, provided such written vote is delivered to the Secretary of the Corporation at or prior to the meeting. Except as elsewhere provided, such approval must be by a majority vote of the members voting, either by their presence or by their signed proxy, provided that the amendment has been submitted in writing to each Unit Owner at least thirty (30) days prior to the meeting.

C. Upon adoption of such amendment or amendments to these Bylaws, they shall be transcribed, certified by the President and the Secretary of the Association, and copy thereof shall be recorded in the public records of Brevard County, Florida, within fifteen (15) days of their approval.

D. Proviso: Provided, however, that no amendment shall discriminate against any Unit Owner nor against any specific Condominium Building, or Buildings, unless the Condominium Unit Owners so affected, shall unanimously consent thereto. No amendment shall be made that is in conflict with the Condominium Act, the Declaration of Condominium or the Articles of Incorporation.

ARTICLE VIII

R U L E S A N D R E G U L A T I O N S

A. Under the provisions of the IVCA Declaration of Condominium, the Bylaws will provide for the adoption of Rules and Regulations (s718.112(3))FS.

BYLAWS

September 1992

1. Rules governing the details of the operation of the Executive Board shall be adopted and attached as Exhibit 'A' to these Bylaws as Administrative 'OWNERS RULES'. Owners Rules shall contain adopted regulations governing the use of recreational facilities, which may be attached as an exhibit.

B. The rules may provide for:

1. A method of adopting and amending the administrative rules governing the operation and use of the common elements.

2. Restrictions on, and requirements for the use, maintenance, and appearance of, the units and the use of the common elements.

C. No modification of or amendment to the rules and regulations is valid unless set forth in or annexed to the Bylaws. The method of amending rules and regulations shall be governed by a separate provision for amending rules and regulations and not by the method for amending the Bylaws.

I V C A

OWNERS
RULES AND
REGULATIONS

SEPTEMBER 21, 1992

ISLAND VILLAGE CONDOMINIUM
ASSOCIATION, INCORPORATED

EXHIBIT 'B' TO IVCA BYLAWS

Prepared by

IVCA Executive Board
Sheryl Jarnac, President

Document Revision Committee
Jacqueline H. Allen, Chairman

BK3235PG1850

OWNERS RULES & REGULATIONS
EXHIBIT 'B' TO IVCA BYLAWS

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OWNERS RULES

ISLAND VILLAGE CONDOMINIUM ASSOCIATION INCORPORATED

Under the provisions of Article VII.A.1. (Section 1, Paragraph A, Article VII), Island Village Condominium Association (IVCA) Bylaws, the following rules have been adopted for the members (unit owners) of IVCA governing the details of the use of the common elements by unit owners and/or their tenants. These rules shall be attached to the IVCA Bylaws as Exhibit 'B':

ARTICLE I

I D E N T I T Y & P U R P O S E

A. These rules shall be known and may be cited as the IVCA "Owners Rules.

B. The purpose of these rules is:

1. To give statutory recognition to the condominium form of regulating the use of its common elements.

2. To establish procedures governing restrictions on, and requirements for the use, maintenance, and appearances of, the units and the use of the common elements.

ARTICLE II

M A I N T E N A N C E & I M P R O V E M E N T

A. Maintenance of the common elements is the responsibility of the association.

B. There shall be no material alteration or substantial additions to the common elements except in a manner provided for in the IVCA Declaration.

C. A unit owner shall not make any alterations to his unit which would remove any portion of, or make any additions to, common elements or do anything which would adversely affect the safety or soundness of the common elements or any portion of the condominium property which is to be maintained by the association. (Ref 718.113, FS)

ARTICLE III

COMMON EXPENSES

A. Funds for the payment of common expenses shall be collected by assessments against unit owners in the proportions or percentages provided in the declaration. Unit owners' shares of common expenses shall be in the same proportions as their ownership interest in the common elements.

B. A unit owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the unit owner. (Ref 718.115 & 718.116, FS)

ARTICLE IV

LIABILITY LIMITATION

A. The liability of the owner of a unit for common expenses is limited to the amounts for which he is assessed for common expenses from time to time in accordance with the declaration and bylaws.

B. The owner of a unit may be personally liable for the acts or omissions of the association in relation to the use of the common elements, but only to the extent of his pro rata share of that liability in the same percentage as his interest in the common elements, and then in no case shall that liability exceed the value of his unit. (Ref 718.110, FS)

ARTICLE V

OWNERS RIGHT TO PEACEABLY ASSEMBLE

A. All common elements, common areas, and recreational facilities shall be available to unit owners and their invited guests for the use intended for such common elements, common areas, and recreational facilities.

B. The association shall not unreasonably restrict any unit owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common elements, common areas, and recreational facilities. (Ref 718.123, FS)

ARTICLE VI

CABLE TELEVISION SERVICE

No resident of any dwelling unit, whether tenant or owner, shall be denied access to any available franchised or licensed cable television service, nor shall such resident or cable television service be required to pay anything of value in order to obtain or provide such service except those charges normally paid for like services by residents of, or providers of such services to, single-family homes within the same franchised or licensed area and except for installation charges as such charges may be agreed to between such resident and the provider of such services. (Ref 718.1232, FS)

ARTICLE VII

HURRICANE SHUTTERS

A. HURRICANE SHUTTERS (718.113(2)(5)FS 4/1/92)

1. All Hurricane Shutters shall meet stated Board Specifications.

2. Any unit owner may install Hurricane Shutters upon application to the Board of Directors.

B. HURRICANE SHUTTERS/SPECIFICATIONS

1. Shutters shall be any of the following types:
ROLLDOWN, ACCORDIAN OR STORM PANELS.

2. Shutters shall be installed either on the outside (Patio Side) of Living Room and Bedroom sliding doors or just inside the patio screens 'or railing.

3. Shutter materials may be PVC (Plastic), stainless steel or aluminum.

4. All shutter materials (except fasteners) shall be white. This includes slats, hoods and tracks.

5. All shutter fasteners shall be non-rusting.

C. UNIT OWNER RESPONSIBILITIES

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

ARTICLE VIII

O B L I G A T I O N S O F O W N E R S

A. Each unit owner and the association shall be governed by, and shall comply with the provisions of, the declaration, the documents creating the association, and the association bylaws. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the association or by a unit owner against:

1. The association.
2. A unit owner.
3. Any director who willfully and knowingly fails to comply with these provisions.

B. The prevailing party is entitled to recover reasonable attorney's fees. This relief does not exclude other remedies provided by law. (Ref 718.303,FS)

ARTICLE IX

E M E R G E N C Y N O T I F I C A T I O N S

A. In the event of a FIRE, to call the POLICE, or for a need of an AMBULANCE, DIAL 911. Make a follow-up notification to a Director as soon as practicable. For all complaints, contact a Director.

B. Emergency requirements and/or efforts shall be published in regulations governing the facility it regulates.

ARTICLE X

A S S E S S M E N T F I N E S

A. Unit owners may be fined by the association for: Nonpayment or late payment of assessments in the form of INTEREST at the current legal rate; non-compliance with Rules and Regulations in a reasonable amount as recommended by a committee appointed for that reason and approved by the Executive Board;

damage to or replacement of common property in an amount determined by the Executive Board; or for reimbursement for services rendered, such as removal of unauthorized property from common elements, otherwise determined by the association. (Ref 617.10,FS)

B. If an unpaid share of common expenses or assessments is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of common expenses or assessments are common expenses collectible from all the unit owners in the condominium in which the unit is located. (Ref 718.115 1C FS)

C. A unit owner, regardless of how his title has been acquired, including a purchaser at a judicial sale, is liable for all assessments which come due while he is the unit owner. The grantee is jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. A first mortgagee who acquires title to the unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed. However, the mortgagee's liability is limited to a period not exceeding 6 months, but in no event does the first mortgagee's liability exceed 1 percent of the original mortgage debt. The first mortgagee's liability for such expenses or assessments does not commence until 30 days after the date the first mortgagee received the last payment of principal or interest. In no event shall the mortgagee be liable for more than 6 months of the unit's unpaid common expenses or assessments accrued before the acquisition of the title to the unit by the mortgagee or 1 percent of the original mortgage debt, whichever amount is less. (Ref 718.116 1A FS)

ARTICLE XI

GENERAL REGULATIONS

General regulations governing the use of the common elements are documented on separate pages for easy handling and/or posting, and are appended as an attachment to these IVCA Owners Rules.

ARTICLE XII

RECREATION REGULATIONS

A. Under the provisions of Article VIII, IVCA Bylaws, these IVCA Owners Rules will provide for the adoption of regulations governing the use of recreational facilities. These regulations shall be adopted and attached as Exhibit 'A' to these IVCA Owners Rules as IVCA 'Recreation Regulations.'

B. The regulations may provide for:

1. A method of adopting and amending the regulations governing the use of recreational facilities.
2. Restrictions on, and requirements for the use, maintenance, and appearance of, the recreational facilities.

C. No modifications of or amendment to the regulations is valid unless set forth in or annexed to the IVCA Owners Rules. The method of amending the regulations shall be governed by a separate provision for amending regulations and not by the method for amending the IVCA Owners Rules. (Ref s 718.123(1),FS)

ARTICLE XIII

UNIT ACCESS

The association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to another unit or units. (Ref s 718.111(5),FS)

1. All unit owners and/or their tenants shall make available to the association secretary a duplicate key, or keys, to the parking-lot-entry door of their unit, to be used only in an emergency if the resident is not available. (Ref Art VI.F, IVCA Declaration)

2. It shall be the responsibility of the owner and/or tenant to furnish replacement keys to the secretary when applicable.

ARTICLE XIV

T E N A N T L I A B I L I T Y

A. The same authority used to adopt these Owners Rules to govern the common elements are also applicable to tenants (renters): (Ref s 718.213(3),FS)

1. Owners Rules adopted have been written for the protection of the rights of tenants (renters), as well as unit owners.

2. Regulations shall apply to tenants (renters) so long as they remain residents of this condominium and have access to the common elements.

3. Resident tenants (renters) shall be accountable for their own actions, and shall be liable for the same fines contained in Article X, above. (Ref s 617.10(3),FS)

B. Tenants (renters) signing rental leases must be informed of Article X, IVCA Owners Rules, by their 'landlord' owners, verbally or written, as a precondition to accepting conditions to rent and share the common elements of this condominium.

C. Ignorance of this Article claimed by tenants (renters) shall not be accepted as a valid or legal reason to avoid liability. Unit owners shall be responsible to inform their tenants (renters) of this Article, or be liable.

ARTICLE XV

A M E N D M E N T S

A. Amendments to these IVCA Owners Rules may be proposed by the Executive Board of the association acting upon a vote of the majority of the Board Members, or by a majority of the members of a committee appointed by the President for that purpose.

B. Any amendment being proposed must have had:

1. A chance for unit owner input and/or participation.

2. A public discussion at a regular board meeting, or special board meeting called for the purpose of acting on the amendment, prior to Executive Board approval.

C. Upon adoption of an amendment by the Executive Board, it shall be transcribed, certified by the President and Secretary, acknowledged by committee members, if appropriate, and a copy made available to each unit owner and/or tenant for compliance. (Ref Art VIII, IVCA Bylaws)

**GENERAL
REGULATIONS**

**Attachment to
Owners' Rules & Regulations**

GENERAL REGULATIONS

ISLAND VILLAGE CONDOMINIUM ASSOCIATION, INCORPORATED

Article IX, the IVCA Owners Rules, provides for these General Regulations governing the use of the common elements to be documented separately for easy handling and/or posting. Unit Owners shall maintain an updated copy of these General Regulations for guest and/or tenant information and compliance.

GOOD FAITH EFFORTS TO COMPLY

A. Condominium living is a choice selection to share with a common goal. Understand and respect the rights of others in this choice.

B. No resident shall be expected to monitor any activity, and shall not be expected to unnecessarily challenge other's rights. Challenges should be made by those of authority, i.e.:

1. The Committee Chairman, who represents the President by virtue of his appointment, for violations of regulations monitored by that committee.

2. To a Director, an elected official and an Executive Board Member, for violations of rules.

3. The IVCA President and/or Executive Board Members, who represent the association, for violations of other specific association rules.

C. These REGULATIONS have been promulgated by the association by individual owner member and committee participation, and have been adopted by the association for compliance by owner members, tenants (renters) and their guests, as authorized in the IVCA Bylaws.

D. Penalties for noncompliance of these REGULATIONS shall be as the Executive Board determines, in accordance with Article VIII, IVCA Owner Rules, as authorized by Florida statutes.

GRIEVANCES

A. If a resident, observing a violation cannot achieve an equitable resolution, the violation should be reported to a Director, in written form. Every effort will be made to resolve the differences at the Director level. Failing to achieve satis-

GENERAL REGULATIONS

SEPTEMBER 1992

factory resolution at this level will be incumbent upon the aggrieved Director to present the problem at the next regular meeting of the Executive Board.

B. Serious problems or violations should be reported by the Director to the President immediately, who will convene a special meeting of the Executive Board, if determined necessary.

C. Resolutions adopted by the Executive Board upon the grievance properly presented will be binding.

D. No resident shall write or distribute letters or memos of personal grievance to other residents. These matters must be handled through appropriate Directors.

E. When a unit owner files a written complaint by certified mail with the Board, the Board shall respond to the unit owner within 30 days of receipt of the complaint. The Board shall give a substantive response to the complainant, noting the complainant that a legal opinion has been requested, or notify the complainant that advice has been requested from the division. The failure to act within 30 days and to notify the unit owner within 30 days after the action taken precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding or arbitration arising out of the complaint.

EMERGENCY

In the event of a FIRE, to call the POLICE, or for a need of an AMBULANCE, DIAL 911. Make a follow-up notification to a Director as soon as practicable. Residents are encouraged to maintain a current list of 'next-of-kin' or 'medical' data, etc., if applicable, in a common location of each dwelling, in cooperation with each Director.

OWNERS AND/OR TENANTS

A. A recreational storage area and building 'Brown House' is provided for residents:

1. In an effort to keep sidewalks clear of items; bicycles, skates, skateboards, which are not stored in a resident's dwelling, may be stored in the storage area 'Brown House' and shall be properly identified with name and apartment number.

2. Furniture and household items to be stored in the 'Brown House' must have Board approval.

B. Quiet-Hours are to be observed before 8:00 A.M. and after 11:30 P.M.

C. All resident units shall be sprayed with insecticide by schedule. For proper, standard, bug control, all residents shall allow the maintenance personnel entry for spraying, however, residents who do their own spraying shall submit evidence to that effect upon request to Director, for control purposes.

1. Should a unit not be available for insecticide spraying during the scheduled time, there will be no spraying until the next scheduled time.

2. Residents supplying their own insecticide shall notify their Director to have the maintenance personnel bypass them.

D. Fire Extinguishers shall be kept and maintained in each resident's dwelling.

1. Unit fire extinguishers shall be inspected annually, as announced.

2. Directors check for unit fire extinguishers for safety compliance.

E. Residents must use caution while using Bar-B-Que Grills on patios. LIQUID STARTER IS NOT PERMITTED. Keep fire Extinguisher handy.

F. Residents may hang patio blinds/shades of their own choosing, provided they are neutral colors (beige, cream or natural tones) without gaudy designs. Blinds/shades must be kept neat and in good repair:

1. Screen enclosures may be installed, provided they match existing screens.

2. Patio enclosures (protective plastic sliding windows) may be installed on existing screens, providing they match existing enclosures.

G. Items of clothing or laundry shall not be visible from the exterior of any building or from patios.

GENERAL REGULATIONS

SEPTEMBER 1992

H. Owners/tenants shall maintain the patio or balconies of their dwellings, AND the maintenance, repair and replacement of their air conditioner.

COMMON ELEMENTS

A. The common elements are identified as 'Private Property':

1. Signs shall be posted at the entrance to the common elements of IVCA announcing that the property is Private Property with other such appropriate information identifying dwellings by number, location, direction, etc.

2. Crime Watch signs may be posted throughout the common elements announcing participation in a Crime Watch program.

3. Appropriate traffic signs relating to parking and speed control may be posted within the common elements.

4. Recreational facilities REGULATIONS signs may be posted within the facility it regulates.

5. 'For Sale', 'For Rent' or other solicitation signs are not permitted within the common elements.

B. Owners renting their units relinquish their rights of access as long as their units are rented to others. Recreational facilities ARE NOT available to non-resident owners and their families and guests.

C. For reasons of Safety, Security and Common Sense, all RECREATIONAL FACILITIES (Pool area, Recreation room, Storage area, and Tennis court) SHALL BE LOCKED at all times. Access to these areas will be made by keys purchased by residents:

1. The Recreation Committee shall monitor the recreational facilities and make recommended REGULATIONS for board approval.

2. Persons entering recreational facilities with their own keys assumedly prove residency, therefore assuring other resident, or monitors, their rights of access, without undue challenges.

D. Recreational facility keys may be purchased by residents from the association secretary. Keys may be passed on to new owners and tenants when the unit has been sold or rented:

Attachment to

IVCA Owners' Rules

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1. Pool area and Recreation room keys may be the same key.
2. These keys are not to be sold or given to any person who is not a resident, or loaned to anyone not a guest, of IVCA.
3. For safety an/or security reasons, lost keys shall be reported to the association.
4. Residents who duplicate their access key may be fined, lose their right of access, or both, or whatever the board deems appropriate, as authorized under the provisions of Article VIII, Owners Rules.

E. Residents shall be responsible to ensure the security of recreational areas used, by conscientiously making certain that the area is locked upon their departure.

F. Planting and removing flowers, trees, shrubs, etc., on the common elements of IVCA shall be done only with the knowledge and permission of the Chairman of the Management Committee, except for the following:

1. Plots of plants at the parking-lot-entry end of each unit may be maintained by the owner and/or tenant at his discretion.

2. Plants donated for memorials may be placed at certain locations, as recommended by the donor, only with the approval of the Executive Board.

G. Swimming, boating or fishing is not permitted in the lake.

H. Riding bicycles, skates, skateboards, etc., is not permitted on walkways or sidewalks.

I. Sleeping is not permitted in recreational vehicles on the common property.

GUESTS

A. Residents are responsible for the conduct of their guests.

B. A resident's guest is one who is legitimately visiting the dwelling of a resident:

GENERAL REGULATIONS

SEPTEMBER 1992

1. A legitimate guest may have access to recreational facilities only as long as they either are accompanied by their sponsor resident, or can produce such evidence as the visiting resident's dwelling key AND recreational facility key.

2. A person given permission to "use the Pool and Recreational Room" at any time in the absence of the resident is not a guest and has no right of access to these facilities.

PARKING

A. RESIDENTS shall use the parking area marked for their unit. The unmarked spaces located near the units of each building shall be shared by all RESIDENTS on a first come, first serve basis. Exceptions are permitted for emergencies or for major maintenance repairs on or in dwellings.

1. Unmarked spaces are not reserved for guests, however, these spaces may be used by commercial maintenance personnel, or guests, for no more than one twenty-four-hour period at a time. For longer periods, RESIDENTS shall encourage these guest to park in areas identified for Guest Parking.

2. Residents may use other unoccupied, marked, or unmarked spaces of other residents for themselves or guest, provided prior arrangements have been made with the owner, or in the absence of the owner, a Director.

3. Residents must be responsible to see that their guests do not park in unmarked parking areas usually used by residents who have more than one (1) vehicle.

B. There shall be NO PARKING OVER THE SIDEWALKS. Vehicles must be parked with bumpers parallel to the sidewalk curbs:

1. Parking over the sidewalk with car bumpers is a safety hazard and is an infringement of others' rights to access these common elements safely with walkers or wheelchairs. Residents shall be responsible for their guest not to park over the sidewalks with their car bumpers. (Ref 718.123,FS)

2. Directors shall bring parking violations to the attention of residents on occurrence. Continued violators shall be subject to fines as authorized. (Ref Art VIII, IVCA Owners Rules)

C. Boats, trailers, campers, trucks, vans and recreational vehicles shall be parked in the storage area, except when such vehicle is used as the sole means of transportation by a resident.

D. There shall be no parking parallel to or along the fence, except for designated areas.

E. Disabled vehicles requiring major repairs must be moved to the Storage Area for repair for a period of no longer than ninety (90) days. Unattended, disabled, vehicles in disrepair stored longer than ninety (90) days shall be removed at owners' expense. (Ref Art VIII, IVCA Owners Rules)

F. Operable cars, not described in paragraphs C and E above, are not permitted to be stored in the storage area.

G. Vehicles shall not be parked near the entrance to IVCA in order not to interfere with the flow of traffic.

H. Major maintenance to vehicles is not permitted in parking areas. This maintenance may be done in the storage area.

I. To avoid vehicle exhaust fumes, caution should be exercised when parking, or performing minor maintenance on, vehicles when the exhaust-end is up to the curb near dwellings. It is recommended that -parking front-end-first be done where possible.

PETS

A. Pets must be walked outside the perimeter of the complex (outside of the fenced-in-areas). If for any reason there is an 'accident', the person walking the pet shall be responsible for disposal of the droppings.

B. Pets shall be under the control of the owner or other responsible person at all times.

C. Pets shall not be walked (on a leash or otherwise) inside of lawn, pool or lake area.

D. Presently owned pets cannot be replaced without a letter from the owner's physician to the Board of Directors stating the reason requesting written approval of the Board, prior to the new owner's occupancy or present owner's acquiring a pet.

GENERAL REGULATIONS

SEPTEMBER 1992

E. Small birds, parakeets, gold fish, and tropical fish are acceptable. Other pets may not be kept without stating the reason and the written approval of the Board and a letter from the owner's physician to the Board of Directors.

F. There will be no feeding or harboring of any stray animals such as cats, and dogs, at any time by owners or tenants.

RECREATION REGULATIONS

Recreational facility regulations are published separately and are attached as Exhibit 'A' to Owners Rules.

I, Sheryl Jarnac, President of Island Village Condominium Association, Incorporated, hereby certify the September 1992 revision of the Bylaws, Owners' Rules, and General Regulations as approved at the special board meeting on September 19th, 1992.

Sheryl Jarnac
Sheryl Jarnac, President IVCA

Date 10/5/92

Hazel Kirk
Hazel Kirk, Secretary IVCA

Date 10/5/92

Nancy Brown witness
NANCY BROWN
Alma Bafile witness
ALMA BAFILE
State of Florida
County of Brevard

I, hereby certify, that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same. *produced Florida DL's also old and took her oath*

Witness my hand and official seal in the County of Brevard and State of Florida this October 5th day of October A.D. 1992.

appeared Sheryl Jarnac and Hazel Kirk

Nancy Brown
NANCY BROWN
DEPUTY CLERK, BREVARD COUNTY, FLORIDA
R. C. Winstead, Jr., Clerk
695.03/92.50
BREVARD COUNTY, FLORIDA

Prepared by :

Sheryl Jarnac, President
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Return To:

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