



RULES AND REGULATIONS

Approved and Adopted by the Board of Directors on October 12, 2022



RULES AND REGULATIONS

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BAY ISLAND CLUB RULES AND REGULATIONS

October 12, 2022

1. OWNER(S) AND LESSEE(S) RESPONSIBILITY

The successful operation of a condominium requires the understanding and cooperation of all Owners and Lessees. It is therefore important that each Owner and Lessee be thoroughly familiar with and observe the Rules and Regulations, and the requirements of the Association By-Laws and Declaration of Condominium and ensure that the members and/or their families, guests (including children and personal employees or contractor), understand and observe the rules that pertain to them.

2. PETS

Pets are allowed at Bay Island Club, subject to the Bay Island Club Pet Policies attached as an Addendum to these Rules and Regulations. Pursuant to Florida law, no pets are permitted in the pool area.

3. USE OF CONDOMINIUM UNITS

- a) Children under 18 years of age shall not reside in a unit unless a responsible adult is in residence.
- b) The number of overnight guests in a unit must not exceed the number of permanent sleeping accommodations within that given unit.

4. GUESTS

- a) As the term is used in these rules, a "guest" is a person visiting with the permission of, and without compensation to the Owner or Lessee of a unit. Guests include, but are not limited to, family members and relatives.
- b) In the interest of recognition and security, each Owner or Lessee is responsible for the registration of all overnight guests in the Lobby Guest Book.
- c) Owners and Lessees are responsible for the conduct and behavior of their guests. Occasionally, damage occurs to Bay Island Club property through careless use or inadvertent inattention. It is the responsibility of the party involved to report same and be responsible for any costs incurred because of the damage. This is applicable not only to Owners, but also to their guests and Lessees

5. LEASING

- a) A copy of a proposed lease must be delivered to the Association at least thirty (30) days prior to the start date of the lease. The Association normally will act on the proposed lease within (15) fifteen days after receipt but reserves an additional 15 days and the right to interview the lessee prior to taking any last action prior to the start of the lease.
- b) Only after approval by the Association may an entire unit be rented or leased and for a period of not less than sixty (60) consecutive days, provided that occupancy is only by the Lessee, their family, and guests. The rights of the Owner in the use of the facilities shall be transferred to the Lessee during the term of the lease. No rooms may be rented, and no transient tenants may be accommodated.
- c) Notwithstanding the provisions of Section 5(b) above, after approval by the Association a unit may additionally be rented one time per calendar year for a period of not less than thirty (30) consecutive days, provided that occupancy is only by the Lessee, their family, and guests. All rules concerning leasing contained in this Section apply to all leases, regardless of term length.
- d) All leases must include the following language, or the lease will not be approved by the Association:

"The Owner of Unit _____ has given the Bay Island Club Board of Directors full right and authority to evict Lessee for any violation of the Rules and Regulations, after providing written notice to the Owner of the Board's intention to do so."

- e) There will be a \$100 application fee for all leases.
- f) Lessees shall not be allowed to have pets on the premises.
- g) Lessees shall be bound by and shall observe all of these Rules and Regulations. The unit Owner shall bear ultimate responsibility for any damages caused by their Lessee's failure to comply with same. A copy of these Rules and Regulations will be given to every Lessee, a receipt for which must be signed by Lessee and filed with the Association along with a copy of the approved Lease.

6. SALE OR TRANSFER OF CONDOMINIUM TITLE

- a) An Owner may sell his Unit only under the conditions specified in the Declaration of Condominium. These conditions include, but are not limited to, prior notice to the Association, and the Association's right of first refusal.
- b) There will be a \$100 application fee for all prospective buyers. An interview for any prospective buyer will be arranged by a Board member or their designee.

7. SECURITY

- a) There are keys and building access codes for the four lobby doors, as well as for access to the ground floor laundry and exercise room, stairwells, and pool area's outside gate. All doors are to be kept locked at all times, and lobby doors may not be left propped open and left unattended. Owners are asked to close any doors found open and any unattended door.
- b) Access codes and building keys should never be furnished to parcel delivery services, food delivery services, or others who are not residents of a Unit. This is essential for the security of all. If an Owner wishes to grant access to a contractor or cleaning service for their unit's use, they may only provide the unique access code for their specific unit.

- c) No solicitors of any type will be permitted in the buildings at any time, except by individual appointment with an Owner or Lessee. No signs of any type will be allowed on any part of the Condominium without the prior written consent of the Board of Directors of the Association.

- d) In accordance with Florida Law Section 718.111(5)(a) "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." Each Owner must provide a unit key which will be stored in a locked key cabinet under exclusive control of the Association.

8. EMERGENCY

- a) Fire alarm pull boxes are located on either end of each floor's walkway, as are fire alarm horns. Following activation of the pull box, it is still necessary to call 911. Only the Fire department can silence an alarm and will do so following a search to assure there is no emergency. Dial 911 for other kinds of emergencies.
- b) For minor emergencies, e.g., leaks, storm damage, lost keys, communal area access code malfunctions, etc., call Elliott-Merrill, 772-569-9853, or a member of the Board of Directors.

- c) The Telephone Button in the elevator is for emergency use only. Use the elevator emergency switch in event of an emergency.

- d) Smoke alarms are in each unit and respond in that unit only. In order to turn off the alarm it is necessary to remove the source of the smoke, e.g., open doors, windows, etc. The fire department does not respond to smoke alarms. Please dial 911 in the case of an emergency.

9. COMMON AREAS (ENTRANCES, LOBBY, WALKWAYS, ELEVATORS, ETC.)

- a) Communal areas of the building such as, walkways, lobbies, stairwells, etc. shall not be used for storage purposes at any time by order of the Fire Marshall.
- b) Smoking is strictly prohibited at all times in all common areas of the building, whether internal or external, including but not limited to, the lobby, elevators, walkways, and pool area.
- c) All stairwell doors and walkway doors must be kept closed tightly at all times. This is of vital importance in severe windstorms, hurricanes and particularly for security reasons. Stairwell doors are to be kept closed at all times per order of the Fire Marshall.
- d) No loud talking or running is permitted on walkways.
- e) No objects such as area rugs, towels, clothing, clothes lines or similar devices may be hung from walkway or balcony railings.
- f) The first-floor club room is to be used for quiet games and conversation, Board meetings, and pre-arranged building or private owner events.
- g) All exterior maintenance, alterations, and improvements to the building and the grounds are the exclusive responsibility of the Association. No additions or alterations to any exterior surface including walls, windows, doors, railings, and signs are permitted. Satellite dishes, antennas, door enclosures, window guards, exterior window shades or awnings, or anything else that attaches to the outside walls of the building, is not permitted without written consent of the Board.
- h) The left side of the lobby bulletin board is for Association use only. The right side is mixed use and is monitored by the board secretary and the building manager. Association notices shall be posted on the lobby bulletin board and in the elevator.
- i) When moving furniture, large deliveries or other heavy items by elevator, proper elevator padding must be used to prevent damage to the elevator. The elevator padding hangs by a simple grommet and stub system and is stored in the common kitchen closet.

10. INDIVIDUAL UNIT BALCONIES

- a) ALL floor coverings of any type, e.g., rugs, tile, wood, etc., on the balconies are strictly prohibited.
- b) Per Section 718.113(4) of the Florida Condo's Association Act regarding flags, any unit owner may display one portable, removable United States flag or official flag of Florida in a "respectful" manner, that is not larger than 4½ feet by 6 feet. You may display the United States Flag, or the Official Flag of Florida, or any flag that represents the United States Army, Navy, Air Force, Marine Corp, or Coast Guard on Armed Forces Day (the 3rd Saturday in May), Memorial Day (last Monday in May), Flag Day (June 14th), Independence Day (July 4th), Labor Day (1st Monday in September), and Veteran's Day (second Wednesday in November). The American Flag may be displayed at any time from a unit balcony if properly pole-mounted. Any other flag displays not specifically provided by the statute are prohibited.
- c) During the holidays, balconies may be decorated with lights and other seasonal decorations from the day after Thanksgiving until January 6th.
- d) Mops, cloths, rugs, brooms, vacuum cleaner bags, etc., shall not be shaken from unit windows or balconies, nor in halls, stairwells, or trash chutes.
- e) Sweeping or throwing any materials or items from balconies or walkways is strictly prohibited.
- f) Balconies and walkways must never be used for hanging garments, towels, bathing apparel or similar objects. Attaching items to walkway or balcony railings is strictly prohibited except for flagpole mounts as discussed in Section 10(a) above.
- g) Propane and electric grills are permitted on balconies, provided they are Underwriters Laboratories (UL) approved devices. Use of any flammable liquid to start a grill is prohibited. Open flames are strictly prohibited.
- h) During severe windstorms, approaching hurricanes, or other severe weather, it is essential that all moveable objects be removed from the balconies. Each Owner is responsible for securing items on their balcony to avoid items flying off and damaging property.
- i) Hurricane shutters must be affixed to the exterior of windows and doors and must be in strict accord with the design and style as approved by the Association Board of Directors and installed by a licensed contractor.

11. PARKING

- a) Covered parking areas (carports) are marked with unit numbers and are the property of the individual unit Owner for their exclusive use. Other unit Owners or Lessees may use numbered covered parking areas (carports) only when that Owner's written permission is granted and placed on record with the building manager. Owners should instruct Lessees to use their Owner's covered parking space (carport) only.
- b) Owners are requested to use assigned covered parking (carport) whenever possible, and particularly during "Season," to make the uncovered spaces available for guests. Owners and Lessees should instruct Guests to use only the parking spaces numbered #101-118 in west parking lot.
- c) During "Season," i.e., the months of December, January, February and March, no RV's, campers, boats, trailers, or trucks are to be parked on Bay Island Club property at any time. At other times of the year, said vehicle types may not be parked overnight on Bay Island Club property without approval of at least one Board member.
- d) Major construction is not allowed during December through April, except in cases of emergency or with written Board approval. During these months, all work trucks must unload their tools and parts needed, and then immediately move their trucks off Bay Island Club property. Parking is available at the Jaycee Park parking lot across the street.
- e) No vehicle is to be used as living quarters on Bay Island Club property.
- f) The speed limit around the building is 5 MPH. All "STOP", "ONE WAY", and "DO NOT ENTER" traffic signs must be strictly observed. This particularly applies to the South rear/West parking area, and carports. Also, with respect to the South rear/West parking area including the four diagonal spaces, NO trucks, vans, large SUVs, or oversized vehicles are allowed. Only car parking is allowed in these areas because of limited space available to back out. This excludes the handicapped parking space.
- g) No vehicle repairs or maintenance shall be performed in any parking areas, unless in case of emergencies.
- h) The driveways and all parking areas, covered and uncovered, are not to be used as play areas, including but not limited to, use of fireworks, bicycles, roller blades, skateboards, and toys or games.

12. NOISE TRANSMISSION

- a) Our buildings are not soundproof. Reasonable consideration for your neighbors is, therefore, most important. Music, televisions, musical instruments, voices, and other potentially loud noises must be kept to reasonable sound levels. This is particularly important between the hours of 9:00 p.m. through 9:00 a.m. and includes common areas, such as the pool area.
- b) Barking and other pet noise should be controlled pursuant to the Bay Island Club Pet Policies attached as an Addendum to these Rules and Regulations.
- c) Be considerate of neighbors when using tools with a loud or disruptive sound level. Again, particular care must be exercised in this respect, between the hours of 9:00 p.m. through 9:00 a.m. Except in emergencies, any work in a unit that involves hammering, drilling, sawing, or other use of loud tools or machinery must be done only Monday through Saturday, during normal business hours.

13. TRASH

- a) Residents are encouraged to recycle. Place recycled materials in the appropriate large blue containers, located behind the shrubs at the back of the building. Please rinse out cans prior to putting them in the recycling bins.
- b) Pizza boxes are trash and not recyclable. **DO NOT PUT PLASTIC BAGS** in the recycle bins.
- c) To help contain odors and control pests, all food refuse and food containers should be placed in plastic bags and securely closed before being deposited in the trash chute. All cardboard cartons and waste material too large to fit easily down the trash chute must be carried to the dumpster located outside the South back entrance of the building.
- d) Boxes and other large cardboard items should be broken down before placing in either the recycling bins or the dumpster.
- e) For oversize objects, hazardous liquids or materials, or other special circumstances, please contact Elliott Merrill for assistance.

14. UNIT HOT WATER HEATERS

Unit hot water heaters are required to be replaced when they reach 10 years of age. All water heaters must include automatic water shut-off valves and audible leak alerts. Any existing hot water heaters that are not in compliance with these requirements must be replaced no later than December 31, 2022. Tankless hot water heaters are excluded from the 10-year replacement requirement.

15. TENNIS/PICKLE BALL COURT

- a) Tennis/Pickle Ball Court may only be used between 9:00 a.m. and dusk.
- b) No glass containers are permitted within the court area.
- c) Only Owners, Lessees, and their guests are permitted to use the tennis/pickle ball court.
Only those playing or practicing tennis/pickle are permitted on the court.
- d) No other games or activities are allowed on the tennis/pickle ball court.
- e) Bouncing balls against the tennis/pickle wall or fence is prohibited.
- f) Players are required to wear proper attire and non-marring soft soled shoes on the court.
- g) No children under the age of 13 allowed without parental supervision.

16. POOL

**WARNING: THERE ARE NO LIFEGUARDS AT THE POOL.
ALL PERSONS USE THE POOL AT THEIR OWN RISK.**

- a) Rules governing use of the swimming pool are posted at pool side.
- b) PURSUANT TO FLORIDA LAW, pets are prohibited from entering the pool area.
- c) No glass is allowed in the pool area. No food is allowed on the wet deck of the pool.
- d) Pool hours are 6am to 8pm. Lap time is observed from 6-9am and 7-8pm.
- e) Only Owners, Lessees, and their guests are allowed to use the pool.
- f) Excessive noise, including loud conversations, music, and shouting are prohibited. There shall be no running in the pool area. Large water toys are not allowed in the pool.
- g) Children under the age of thirteen are not allowed in the pool without adult supervision.

- h) The provided life preservers and poles are for emergency use only and are not to be used for any other purpose.
- i) Towels should be placed on the chaise lounge chairs to protect them from discoloration that can be caused by suntan lotion and oils.

17. MAINTENANCE AND REPAIR SERVICE PERSONNEL

- a) Only Board members have authority to give instructions to service personnel doing Association work.
- b) Each Owner is responsible for the maintenance and repair of all appliances and fixtures in their unit, and the plumbing and electrical connections thereto which are within the unit.
- c) Personnel providing services inside individual units may not use the walkways for their work area. Owners are responsible for having all debris created by their service personnel removed from all communal areas, e.g., walkways, the elevator, and parking areas, etc.

18. UPON LEAVING A UNIT

- a) To prevent water or other damage to your own or adjoining units, all windows and balcony doors should be tightly closed when leaving the unit.
- b) When a unit is unoccupied during the hurricane season (June 1st through November 30th), unit hurricane shutters should be closed and secured. If an unoccupied unit's hurricane shutters are left open and a major storm is approaching, and the Board of Directors needs to hire someone to close the shutters, the association will access your unit and close them. There will be a service fee of \$500 if this occurs.
- c) If a unit will be unoccupied for an extended period, i.e., a week or longer, it is strongly recommended:
 - i) that the unit's main water valve be turned off.
 - ii) that unit water heater and ice maker be turned off.
 - iii) the unit's air conditioner settings should be adjusted; accordingly, and
 - iv) the unit's balcony be cleared of all lightweight or moveable objects to prevent potential damage from high winds or sudden storms.

19. ENFORCEMENT

- a) If a Board member or any Managing Agent personnel observes or is made aware of a violation of these Rules, they may choose to discuss the infraction in a neighborly fashion with the Owner, Lessee, or Guest involved in an effort to secure voluntary compliance and resolve the issue. However, personal confrontations are not recommended. If the complaint is not resolved or the observing party prefers not to have a discussion with alleged violator, the complaint must be put in writing, signed, and presented to either the Board or the Managing Agent. After review, and if the Board is in agreement with such complaint, the Owner, and if appropriate, the Lessee and Guest involved, will receive written notice of the violation.
- b) If upon the second notice of violation(s) the problem remains unresolved, arrangements will be made for a hearing. At the Board's discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or the imminent threat thereof.
- c) The Board shall have authority to exercise all remedies available to it by Florida law and/or pursuant to the governing documents of the Association, including but not limited to, the authority to assess and collect fines for violations and to assess and collect amounts necessary to repair or replace damaged areas or objects. The procedure for fining an Owner shall be conducted pursuant to the provisions of Florida Statute Section 718.303.

PET POLICIES ADDENDUM
TO
BAY ISLAND CLUB
RULES AND REGULATIONS

Approved and Adopted by the Board of
Directors on October 12, 2022

1. Registration

Pet owners must complete a Pet Application Form before housing pets in a unit. A current photograph of the pet(s) should be attached as it will make identifying a pet easier should there be a claim of damage, violation of the pet rules, etc. At the time the unit owner provides the pet application, they in turn should be provided, for their review and signature, a hard copy of the current Pet Policies approved by the Board.

2. Permissible Pets

Unit owners may have one pet per unit, either a dog or a cat. All other types of pets are expressly prohibited. There is no weight limit on dogs, however, the unit owner(s) must be able to control the dog at all times and provide adequate exercise and general care for the animal so that it does not become a nuisance or endanger others in the building.

Renters may not house pets in the unit they are renting. Guests of unit owners may have one pet during their stay, subject to all the same rules and policies set forth herein. Unit owners are ultimately responsible for the pets of guests who visit their unit. No pet(s) of guests may stay in the owner's unit for more than seven (7) consecutive days without prior written notification to the Board.

3. General Restrictions

a. Pets must be confined to the pet owner's unit and must not be allowed to roam free or be left tethered in common areas. Pets must not be left unattended on patios or balconies. Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier. Owners of dogs over 40 lbs. may take their pet out of the building only by way of the stairs. Exceptions can be made, for good cause, on a case-by-case basis.

b. Pets shall not be allowed in the pool area at any time.

c. Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings only in the dumpster. Cat litter may never be disposed of in toilets. No pet waste may be dropped down trash chutes unless securely double-bagged.

d. Pet caregivers are responsible for any damage caused by their pets. Any damage caused by cleaning chemicals, or other such materials used in an attempt to remedy said pet damage is also the full responsibility of the pet owner.

e. No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph include, but are not limited to:

- Pets whose unruly behavior causes personal injury or property damage.
- Pets who make noise continuously and/or incessantly.
- Pets in common areas who are not under the complete physical control of a responsible human companion, and either on a hand-held leash of no more than six feet in length or in a pet carrier.
- Pets who relieve themselves on walls or floors of common areas.
- Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
- Pets who are conspicuously unclean or parasite infested.

f. Notwithstanding any other provision herein, disabled individuals may keep assistance animals in their units. Furthermore, nothing herein shall hinder full access to the units and the common areas by individuals with disabilities.

g. Pet caregivers shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their pet(s).

4. Enforcement

Any resident or managing agent personnel observing an infraction of any of these rules may choose to discuss the infraction in a neighborly fashion with the pet caregiver in an effort to secure voluntary compliance. However, personal confrontations are not recommended. If the complaint is not resolved or the observing party prefers not to have a discussion with pet caregiver, the complaint must be put in writing, signed, and presented to either the Board or the Managing Agent. If the Board is in agreement with such complaint, the pet caregiver will receive written notice of the violation.

If upon the second notice of violation(s) the problem remains unresolved, arrangements will be made for a hearing. At the Board's discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves

personal injury or the imminent threat thereof. The Board may require the permanent removal of any pet if such pet is determined by the Board to be a nuisance or a danger to the building and its residents.

If so determined, the pet caregiver will have fourteen (14) days to remove the pet from the premises. The Board also has the authority to assess and collect fines for violations of the house rules pertaining to pets and to assess and collect amounts necessary to repair or replace damaged areas or objects.

BAY ISLAND CLUB
Condominium Association
4141 Ocean Drive, Vero Beach, FL 32963

PET REGISTRATION FORM
Approved and Adopted by the Board of Directors on October 12, 2022

UNIT OWNER(S): _____

BIC UNIT NUMBER: _____ **PHONE:** _____ / _____

OTHER ADDRESS: _____

TYPE OF PET: DOG () CAT () **BREED:** _____

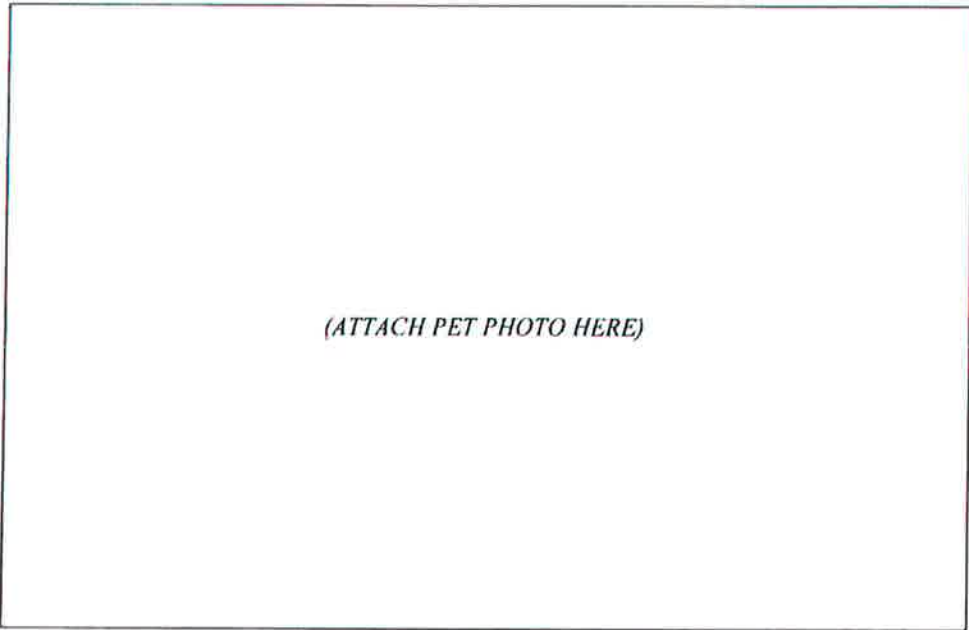
PET'S NAME: _____

COLOR: _____ **APPROXIMATE WEIGHT:** _____ **AGE:** _____

SEX: _____ **NEUTERED/SPAYED:** YES () NO ()

VETERNARIAN: _____

PHONE: _____



- FOR OFFICE USE ONLY. UNIT OWNER HAS PROVIDED:*
- PROOF OF CURRENT RABIES VACCINATIONS*
 - CURRENT PHOTO OF PET*
 - SIGNED PET ACKNOWLEDGEMENT FORM AND RECEIPT OF BIC PET POLICIES*

Approved and Adopted by the Board of Directors on October 12, 2022

PET ACKNOWLEDGEMENT

The above unit owner(s) acknowledge and agree to the following:

1. They have received, reviewed, and hereby agree to comply with all Bay Island Club Pet Policies.
2. The pet shall be kept, maintained, and if required, licensed in accordance with Florida law and local county ordinances.
3. Only one domesticated dog or cat may be maintained in a Unit.
4. ALL pets must be registered with the Association.
5. If any pet exhibits aggressive and/or vicious behavior, the Board will send one (1) violation letter to the owner of the animal. If a second incident with the pet occurs, the Board reserves the right to require the animal be permanently removed.
6. Photo of Pet, proof of rabies vaccination, and any other reasonably requested veterinarian documentation must be submitted whenever a pet will be maintained within any unit.
7. At all times when pet is not inside the owner's unit, pet shall be kept on a leash or in an appropriate pet carrier.
8. All solid pet waste must be picked up and disposed of properly.
9. Pet will not be left unattended outside or in any common areas or on any unit balcony.
10. Pet will not create excessive or constant noise to become a nuisance to others,
11. As per Section 718, *et seq.* of the Florida Statutes on Condominium Associations, violation of any Association rules and regulation may result in the Board pursuing remedies including, but not limited to, suspension of amenity use, fines, the restriction of the resident's right to keep a pet, and the expulsion of the pet from Association property.
12. Owner(s) understand and acknowledge that the above is not an all-inclusive statement of Bay Island Club's pet policies, but only a brief summary thereof. Owners have reviewed and agree to be bound by the full set of rules contained in the Bay Island Club Pet Policies they have received.

By signing below, I/We acknowledge that I/we have read and understand the Bay Island Club Pet Policies. I/We understand that violations of said policies and /or the Association Rules and Regulations or other governing documents regarding pets can lead to fines, suspension of amenity use, the restriction of my/our rights to have a pet, and the expulsion of my/our pet from all Association property.

Owner Signature: _____

Owner Signature: _____

Date: _____



BAY ISLAND CLUB

4141 OCEAN DR, VERO BEACH, FL 32963 · 772-231-1122

I /We, _____ have received the Rules and Regulations and agree to abide by them while we are in residence at Bay Island Club. I understand that violating these rules can cause me/us to be given a verbal or written warning, a fine, or in extreme circumstances, removal from property.

TENANT PRINTED NAME

UNIT #

TENANT SIGNATURE

DATE

TENANT PRINTED NAME

UNIT #

TENANT SIGNATURE

DATE