

Indian River Club Association, Inc

Handbook of Rules and Regulations

Approved by the Board of Directors on April 19, 2023

The Indian River Club Association, Inc. practices non-discrimination in all areas of the business of the Association and among the owners and residents of the property. Such practices include non-discrimination based on race, color, national origin, sex, sexual preference, disability, age, religion, ancestry, or any other legally protected classifications.

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Chapter 1 – Introduction

- 1.1 This handbook, produced and approved by the Indian River Club Association, Inc., is intended to provide all residents with a set of rules, guidelines, and additional information that will be the basis for day-to-day life at IRC.
- 1.2 The rules are intended to insure that all residents enjoy the benefits of living in a residential condominium and to balance the rights and interests of every resident against the rights and interests of those living around them.
- 1.3 This is a living document. The rules will change as time passes as a result of changes in Florida law, legal decisions, and modifications approved by the Board of Directors.
- 1.4 The most current version of the rules will always be available on the Association web site.

- 1.5 There is a separate document listing the rules for the IRC Dock; see the web site.
- 1.6 The following institutions and people are mentioned throughout the rules.
- 1.6.1 The Indian River Club Association, Inc. (“The Association”) is the legal entity created by the condominium documents.
- 1.6.2 The Board of Directors (“The Board”) consists of seven individuals elected by the owners of the condominium units (the “Unit Owners”). The Board has the fiduciary responsibility for upholding the Association's documents and policies, for discharging the Association's financial responsibilities, and for making decisions that maintain the condominium property for the benefit of all residents.
- 1.6.3 The Property Manager is a licensed Community Association Manager hired by the Board to carry out much of the day-to-day work of running the Association.
- 1.6.4 The Maintenance Technician is an employee or contractor responsible for maintaining the condominium property.
- 1.6.5 The Association Committees consist of residents appointed by the Association to work on some aspect of Association business. Current committees include:
- | | |
|--------------------------------|-----------------------------|
| Approval/Orientation Committee | Long Range Plan Committee |
| Dock Committee | Maintenance Committee |
| Finance/Budget Committee | Social Committee |
| Landscape Committee | Unit Modification Committee |
- 1.7 To communicate with the Association, the Board, the Community Manager, or the chair of any committee:
- Send email to ircneighborhoodwatch@gmail.com;
 - Place a letter in the Association office mail slot;
 - Or mail a letter to the Association office.
- 1.8 The Association maintains a web site; its URL will be posted on the bulletin boards in the lobbies of both buildings.
- At the time of this writing, the URL is <http://www.indianriverclub.org>.
- 1.9 All forms mentioned in these rules may be found on the web site.
- 1.10 The Board and Property Manager also maintain a second web site (“the Management Website”) for use in managing Association business.
- Every Unit Owner and tenant is required to set up an account on the Management Website; contact the Board or Property Manager to do so.

Chapter 2 – General Rules

2.1 Fire Emergencies

- 2.1.1 Fire boxes and fire extinguishers are located along the west walkways in both buildings.
- 2.1.2 In the event of a fire, leave the building; do not use an elevator. Activate a fire alarm box on your way out. From a safe distance, call 911.
- 2.1.3 ALWAYS follow the above procedure if there's any fire, no matter how small it seems.

2.2 Complains, Problems, Suggestions

- 2.2.1 Emergencies requiring prompt attention, such as fire, water leaks, or someone stuck in an elevator, should be reported immediately to the Board or Property Manager.
- 2.2.2 Less serious issues (a lightbulb that needs changing, a downed tree limb, etc.) should be reported using the Mangement Web Site.
- 2.2.3 Suggestions for improvements to IRC facilities or procedures may be discussed informally with Board Members or the Property Manager.
- 2.2.4 Minor complaints between residents (excessive noise, loud music, etc.) should be handled between residents if possible. If not, residents should use the Management Website to involve the Property Manager, who will use the formal process described in Chapter 8.

2.3 Employee Relations

- 2.3.1 The maintenance technician, cleaning and landscape crews, contractors and others hired by the Association are responsible to the Association, not to individual residents.
- 2.3.2 Residents should contact the Property Manager to request services from Association employees and contractors.

2.4 Keys – Access to Units

- 2.4.1 Unit Owners shall provide the Association with keys to their units. Leaving a key with a friend or neighbor does not satisfy this requirement.
- 2.4.2 The Association shall keep the keys entrusted to it secure from unauthorized access.
- 2.4.3 The Association has the irrevocable right to access every unit during reasonable hours for the purposes of:
 - 2.4.3.1 Maintaining, replacing, or repairing common elements or the Association-maintained components of a unit; and

- 2.4.3.2 Preventing damage to common elements or to any unit.
- 2.4.4 If keys to a unit have not been provided, the Unit Owner shall bear the costs of damage due to forcible entry.
- 2.4.5 Except in emergencies, the Association will only access a unit after calling or sending email to the Unit Owner and residents.
- 2.4.6 If a resident is not available when his or her unit is accessed, a Board Member or the Property Manager will escort anyone entering the unit.
- 2.4.7 The Association shall not provide access to a resident who is locked out of a unit.

2.5 Parking

- 2.5.1 The 144-vehicle parking lot is divided as follows:
- 100 spaces: one reserved space per condominium unit;
 - 37 “resident” or “guest” spaces;
 - 3 30-minute “loading” spaces;
 - 2 disabled spaces;
 - 2 special purpose (car wash and maintenance) spaces.
- 2.5.2 Residents of a unit may park in their unit’s reserved space. If the residents of a unit have more than one car, they may park in a “resident” or “guest” space, if one is available. Residents and guests may find all spaces occupied on occasion.
- 2.5.3 The Association will issue one parking decal per adult resident of a unit, to a maximum of two per unit, and one guest hang tag. Decals and tags will indicate the unit’s assigned parking space number.
- 2.5.3.1 Residents must register their vehicles with the Association office to obtain parking decals.
- 2.5.3.2 There is no charge for a decal for a new vehicle.
- 2.5.3.3 There is a \$50 charge to replace a hang tag.
- 2.5.3.4 Decals must be placed in the lower left corner of a vehicle’s rear window. Hang tags must be placed on the rear view mirror or inside the window shade, and must be visible through the glass.
- 2.5.4 Any vehicle without a decal or hang tag will be towed after 24 hours at the owner’s expense.
- 2.5.5 Guests must park in the “guest” parking spaces.

- 2.5.6 Vehicles parked for longer than 30 minutes in the “loading” spaces will be towed, unless a resident is moving in or out.
- 2.5.7 Disabled spaces may only be used for short term parking while loading and offloading passengers, not for long term parking.
- 2.5.8 Vehicles must be parked with their front tires touching the concrete bumper stops when parked next to the buildings.
- 2.5.9 Moving vans, trailers, or other vehicles used for moving in or out may be parked in “guest” spaces for one night.
- 2.5.10 No boat trailers, with or without boats, may be parked.
- 2.5.11 The Association will not issue parking decals, and will rescind existing decals for:
- Vehicles without current registration and license plates;
 - Vehicles not in operating condition;
 - Vehicles whose exterior body panels are not in good condition and well-maintained;
 - Vehicles that generate offensive noise and smoke;
 - Motorcycles, motorized two- or three-wheeled vehicles, recreational vehicles, ATVs, golf carts, trailers, motor homes, or commercial vans and trucks;
 - Vehicles modified for racing;
 - Vehicles modified to unreasonably increase their ground clearance;
 - Vehicles modified by the installation of animal cages, exterior seats, camper bodies, shells, or a raised van roof, excluding toppers on pick-up trucks which extend ten inches or less above the roof line of the cab and are not equipped for camping or overnight use;
 - Vehicles displaying commercial or work-related signs, trademarks, service marks, or logos;
 - Vehicles with tool boxes, railing carriers, or racks, whether temporary or permanent, unless such items are exclusively for personal use unrelated to any commercial work or purpose;
 - Vehicles used for the storage of tools, materials, products or goods having a commercial or work-related purpose.
- 2.5.12 If a vehicle leaks fluids or otherwise damages the parking lot surface or any part of a carport, the cost of repairs shall be the responsibility of the Unit Owner.
- 2.5.13 Only fitted covers may be used to cover cars.
- 2.5.14 A resident who wishes to give another resident permission to park in his or her reserved space must file a written notice with the Association office.
- 2.5.15 Covered carports may not be rented, sold, or otherwise have their ownership transferred.
- 2.5.16 Unit Owners may install an electrical vehicle charging station in their unit's reserved parking space as specified by Florida Statue 718.

2.6 Trash and Recycling

- 2.6.1 Only trash in securely tied plastic bags shall be placed in the rubbish chutes. No loose items, open paper bags, or kitty litter shall be dumped into the chutes. Larger items should be placed directly in a first floor dumpster to avoid blocking the chute and creating a backup.
- 2.6.2 Recyclable items should be placed in the plastic bins behind each building. See our web site for a list of what's acceptable for recycling.
- 2.6.3 Larger Items such as appliances, furniture, and rugs will be picked up by the City of Rockledge. All pickups take place on Wednesdays. Residents should call 321-221-7540 to request a pick-up before noon on any Tuesday and place items at curbside near the utility pole in the Building A parking lot north of Vermont Avenue on Tuesday evenings.

2.7 Pest Control

- 2.7.1 The exterior of each buildings is sprayed by a licensed exterminator on a fixed schedule.
- 2.7.2 A resident can request that the exterminator spray the interior of their unit by calling the vendor directly or using the Management Website.

2.8 Pets

- 2.8.1 No more than one pet may be kept in any unit. An Owner may keep one small dog or cat that weighs 20 pounds or less at maturity; or up to two non-predatory birds similar in size to a parakeet or canary; or a tank of fish such as goldfish. Pets must be properly vaccinated.
- 2.8.2 Tenants may not keep pets; overnight guests of tenants may not bring pets during their stay.
- 2.8.3 Every pet must be leashed and under control of its owner at all times when outside its owner's unit.
- 2.8.4 Pets are not allowed in the laundry rooms, storage rooms, common facilities, Tennis/Pickleball court, or pool area.
- 2.8.5 Pet owners are responsible for cleaning up the excrement of their pet.
- 2.8.6 Pet owners are required to insure that their pets do not become a nuisance by making excessive noise or creating a disturbance.
- 2.8.7 No animal of any kind shall be raised for commercial or experimental purposes.

2.9 Tradespeople and Vendors

- 2.9.1 Tradespeople and vendors are permitted to deliver merchandise and perform services as contracted by any resident.

- 2.9.2 All tradespeople performing services must be licensed and insured.
- 2.9.3 The Maintenance Technician will assign appropriate work spaces, access to electricity and water, and dirty-water disposal sites in the common areas as needed.
- 2.9.4 Tradespeople are responsible for cleaning all soil and litter from the common areas they use. If they fail to do so, the residents who engage them are responsible for cleaning. Areas left littered or soiled for 24 hours will be cleaned by the Association at the resident's expense.
- 2.9.5 Tradespeople who fail to clean up after themselves, misuse the common areas, or otherwise create a nuisance will not be allowed access to the property in the future.

2.10 Solicitation

No soliciting shall be allowed in the buildings or on the grounds.

2.11 Guests and Visitors

- 2.11.1 Guests visiting IRC residents shall follow all IRC rules.
- 2.11.2 Residents are responsible for informing their guests of all IRC rules.
- 2.11.3 Residents are responsible for violations of the rules by their guests and financially responsible for any damages to Association property caused by their guests.
- 2.11.4 Unit Owners shall inform the Association in writing when guests will be using their unit in their absence.
- 2.11.5 Tenants may not have guests when they are not in residence.

2.12 Activities

Roller skates, roller blades, skateboards, and bicycles are not permitted on sidewalks, the parking lot, or walkways.

2.13 Walkways, Stairwells, Stairways, and Elevators

- 2.13.1 Personal objects such as potted plants, planters, furniture, or bicycles shall not be placed on the walkways, stairwells, stairways, or elevators.
- 2.13.2 Floor coverings or door mats are not permitted on walkways.
- 2.13.3 Residents, guests, and children are not permitted to loiter or play on or in the walkways, stairwells, stairways, or elevators.

2.14 Unit Appearance

- 2.14.1 No decoration may be placed on any exterior door except for holiday decorations put up no earlier than 30 days prior to the holiday and removed no later than 15 days after the holiday.
- 2.14.2 No plaques, objects, or other decorations may be placed on any screen door, window, or window screen except for reasonably-sized security or medical signs or decals.
- 2.14.3 No decorations, plants, or other objects may be displayed in a unit's window sills.
- 2.14.4 A resident may display one portable, removable national flag in a respectful way from their balcony or patio.

2.15 Laundry Rooms

- 2.15.1 Laundry rooms shall be kept locked when not in use.
- 2.15.2 Smoking is not allowed in the laundry rooms.
- 2.15.3 Residents shall clean the filters after using clothes dryers.

2.16 Storage Areas

- 2.16.1 Each unit is allocated one storage cubicle on the same floor as the unit.
- 2.16.2 Residents may not store items outside of their assigned cubicles.
- 2.16.3 Residents shall not store flammable substances such as gasoline or paint.
- 2.16.4 Smoking is not allowed in the storage rooms.

2.17 Patios and Balconies

- 2.17.1 The Association is responsible for maintaining, and repairing the balconies, patios, railings, and outdoor lighting fixtures.
- 2.17.2 The Association shall supply the paint for patio and balcony floors and railings. The Unit Owner shall supply the labor when painting a floor or railing.
- 2.17.3 Residents shall not attach any objects to a railing other than black garden fencing, attached with zip ties, for the purpose of protecting small children and pets. No plants may be attached to any railing or mesh.
- 2.17.4 No temporary or permanent building structures, whether solid or covered with open mesh, shall be installed on any patio or balcony.
- 2.17.5 Patio and balcony furnishings are limited to furniture and plants customarily accepted as appropriate for a patio. Furniture must have non-abrasive feet. No hot tubs are permitted.

- 2.17.6 Only small electric grills of less than 220 square inches may be used or stored on a patio or balcony.
- 2.17.7 No floor covering may be placed on a patio or balcony.
- 2.17.8 Potted plants must be raised off the patio or balcony surface to allow water to evaporate quickly from under the pot.
- 2.17.9 Mild detergent may be used to clean a balcony or patio surface. The manufacturer of the deck coating recommends Spic and Span or any cleaner with trisodium phosphate. For tough stains, use household bleach diluted 50/50 with water. For rust stains, use CLR rust cleaner in small areas.

2.18 Bicycles and Shopping Carts

- 2.18.1 Bicycles may be stored in the storage room in both buildings or (in Building B) the lobby behind the mailboxes. Bicycles must not interfere with access to the storage cubicles.
- 2.18.2 Shopping carts are stored in the first floor stairwells and should be returned there promptly after use. Shopping carts are for temporary use and should not be kept for more than one hour.

2.19 Noise and Disturbances

- 2.19.1 Low noise hours are from 10 PM to 8 AM. "Low noise" means that no sounds that originate in a unit should be audible outside the unit.
- 2.19.2 Radios, television sets, stereos, and musical instruments shall be played quietly enough to not disturb other residents and, in particular, turned down during low noise hours.

2.20 Unit Safety

- 2.20.1 Residents must turn off their unit's main water valve and turn off power to their water heater if their unit will be vacant for two days or more.
- 2.20.2 Residents should check shut-off valves under their sinks and toilets from time to time.
- 2.20.3 Dishwasher and clothes washer hoses must be wire mesh. Hoses shall be replaced every 2-3 years.
- 2.20.4 Residents shall turn off washer valves when washing machines are not in use.

2.21 Insurance on Units

Unit Owners are required to carry property and casualty insurance on their units and list the Association as an additional interest.

2.22 Feeding of Wildlife

Residents are strictly prohibited from feeding wildlife on the Association property, meaning all non-domesticated animals, including but not limited to squirrels and birds.

Chapter 3 – Common Facilities

3.1 The following rooms or facilities are for use by all residents:

- The River View Room (Second floor, Building A)
- The Lagoon Lounge (Third floor)
- The Fitness Room (Fourth Floor)
- The Vista Room (Fifth Floor)
- The Pool House
- The Pool
- The Tennis/Pickleball Court
- The Dock (see the separate “Dock Rules” document)

3.2 The common room key opens the doors to all of the common facilities.

3.2.1 The Association shall assign one common-room key to each Unit Owner.

3.2.2 A Unit Owner shall pass their common room key on to the next owner when selling their unit, or to their tenants when leasing their unit.

3.2.3 The Association will charge \$100 to replace a lost key.

3.2.4 Residents shall not loan their common room key to non-residents.

3.3 The following rules apply to all of the common facilities:

3.3.1 No smoking is permitted in the common facilities.

3.3.2 No pets are allowed in the common facilities.

3.3.3 Consumption of alcohol by persons under 21 is not permitted in the common areas by Florida law.

3.3.4 Residents must accompany their guests in the common facilities except for overnight guests over the age of 16.

3.3.5 Residents are financially responsible for damage caused by their guests, children, or themselves.

3.3.6 Bothersome noise is not permitted. Playing with equipment or using any equipment in a manner other than its intended use is prohibited. Violators will be asked to leave the common facilities.

- 3.3.7 Common facilities may not be used to augment sleeping accommodations.
- 3.3.8 Common facility refrigerators, freezers, cooking facilities, and dining space may only be used when the room is reserved.
- 3.3.9 Common facility hours are Sunday through Thursday, 8 AM to 10 PM and Friday and Saturday, 8 AM to 11 PM.
- 3.3.10 No more than 42 people shall occupy any of the common rooms in Building A.
- 3.3.11 The last person leaving one of the common facilities shall do whichever of the following are appropriate to that facility:
- Properly dispose of all trash;
 - Lower the window blinds;
 - Raise the air-conditioning temperature;
 - Make sure the door is locked.

3.4 Room Reservations

- 3.4.1 Residents may reserve the River View Room, Lagoon Lounge, Vista Room, Pool House, and Tennis/Pickleball Court. The pool area and dock may not be reserved.
- 3.4.2 Rooms may only be reserved for one day without special permission from the Association.
- 3.4.3 Rooms may not be reserved for commercial activities.
- 3.4.4 A resident may reserve a room by signing up on the Bulletin Board in the Building A lobby and delivering a check for a \$250 damage and cleaning deposit to the Association office.
- 3.4.5 If there are no damages and no cleaning by the Association is required, the deposit will be returned to the resident.
- 3.4.6 A reserved room must be cleaned within 24 hours of use. If not, it will be cleaned at the reserving resident's expense.

3.5 Lagoon Lounge

- 3.5.1 Cue sticks are not provided by the Association. There are usually a few cue sticks available, donated by residents, but serious billiard players should bring their own.
- 3.5.2 Children under 16 years of age must be accompanied by a parent or guardian at all times. They may not use the billiard table.
- 3.5.3 Residents using the billiard table must brush off the table and put the cover back on.

3.6 Fitness Room

- 3.6.1 USE EXERCISE EQUIPMENT AT YOUR OWN RISK.
- 3.6.2 Users must wipe the equipment down before and after use.
- 3.6.3 Children under 16 are not permitted in the room.
- 3.6.4 The Association shall provide commercial-grade equipment. Equipment placed in the room without authorization of the Association shall be discarded.

3.7 Tennis/Pickleball Court

- 3.7.1 All players must wear tennis shoes on the court.
- 3.7.2 Breakable containers may not be brought into the court area.
- 3.7.3 Sand or dirt may not be put on the court to absorb water.
- 3.7.4 Pets are not allowed on the Tennis/Pickleball court.

Chapter 4 – Swimming Pool

4.1 NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK.

- 4.2 The pool hours are 8 AM through 10 PM, Sunday through Thursday, and 8 AM through 11 PM on Friday and Saturday.
- 4.3 The gates to the pool area must be closed at all times.
- 4.4 Use of the pool is restricted to residents and their guests.
- 4.5 Residents must accompany their guests in the pool area except for overnight guests over the age of 16.
- 4.6 Children under sixteen years of age must be accompanied by a parent or guardian at all times.
- 4.7 There shall be no running or horseplay in the pool area.
- 4.8 No glass is allowed in the pool area.
- 4.9 No food or drink is permitted in the pool or on the wet deck areas.
- 4.10 Consumption of alcohol by persons under 21 years of age is prohibited by law.
- 4.11 No pets are allowed in the pool area.

- 4.12 No smoking is allowed in the pool area.
- 4.13 No rafts or floats are permitted. Fins, face masks, scuba gear, noodles, and safety devices are permitted as long as they don't interfere with other swimmers.
- 4.14 Proper swimming attire is a bathing suit.
- 4.15 Swimmers must shower before entering the pool.
- 4.16 No individual shall enter the water if he or she has diarrhea, open cuts or sores, or a communicable disease. Any person incontinent or not fully potty trained must wear appropriate waterproof swim wear.
- 4.17 Swimmers must towel dry before leaving the pool area and using walkways, stairways, or elevators.
- 4.18 Before leaving the pool area, users should return furniture to its place, close all umbrellas, and dispose of all trash.
- 4.19 The pool may not be reserved; it is always open to residents and their guests.
- 4.20 Users of the pool area may enter the pool house, even if it is reserved, for the purpose of using the restrooms.

Chapter 5 – Unit Modifications

5.1 General Policies

- 5.1.1 No Unit Owner shall make any modification to the exterior or interior of any unit, or to the exterior of any building, or to any part of the common areas, without the advance approval of the Unit Modification Committee.
- 5.1.2 A Unit Owner who wishes to modify his or her unit in any way shall submit a Unit Modification Form and a check for a \$250 damage and cleaning deposit to the Association.
 - 5.1.2.1 At the completion of the project, if there were no damages to Association property and no cleaning by the Association was required, the deposit will be returned to the Unit Owner.
 - 5.1.2.2 The request must include enough written detail, with brochures, drawings, photographs, or other information, to show that the proposed modification will meet Association standards.
 - 5.1.2.3 If a contractor's license and insurance information are not already on file with the Association, they must be included with the request.
 - 5.1.2.4 A Unit Modification Form is not required for routine maintenance that does not require a building permit, such as repairing a leaking faucet or a defective light switch.

- 5.1.3 Every contractor working on Association property must carry general liability with the Association named as an additional insured, workmen's compensation insurance, and business auto insurance.
- 5.1.4 No work shall begin until the Unit Modification Committee Chair informs the Unit Owner that the request has been approved.
 - 5.1.4.1 For electrical, plumbing, or structural modifications (such as moving a wall), the Unit Owner must meet with the Unit Modification Chair to discuss the project.
- 5.1.5 All construction work shall be restricted to the hours of 8 AM to 6 PM Monday through Saturday and 9 AM to 6 PM on Sundays.

5.2 Screen Doors

- 5.2.1 Screen doors are required on every unit's west entrance.
- 5.2.2 Three types of screen doors are permitted: aluminum frame doors, combination storm/screen doors, and security doors.
- 5.2.3 Aluminum door frames must be bronze or black in color.
- 5.2.4 Screens must be of a square weave and bronze or black in color.
- 5.2.5 Glass may be clear or have bronze reflective or non-reflective tint.
- 5.2.6 Security doors must be bronze or black with a fiberglass screen. They must be of wrought iron appearance with bars ½ inch square and 6 inches apart. Security doors may have simple decorative scroll work or bars that complement other doors installed in either building.
- 5.2.7 No plaques, objects, or decorations may be placed on any screen door.
- 5.2.8 The Association shall supply the paint for screen doors when needed; the Unit Owner shall supply the labor when painting a door.

5.3 Exterior Doors

- 5.3.1 Replacing and maintaining an exterior door is the responsibility of the Unit Owner.
- 5.3.2 An exterior door must be of metal or vinyl with 6 or 8 panels, bronze in color, without any windows or carvings. Doors must comply with all Florida building codes.
- 5.3.3 The Association shall supply the paint for an exterior door when needed; the Unit Owner shall supply the labor when painting a door.

5.4 Doorbells and Knockers

- 5.4.1 A white wireless doorbell button may be installed on the block return, on the knob side of a screen door.
- 5.4.2 A doorbell with a wireless camera may be installed on an exterior or screen door.
- 5.4.3 A brass door knocker may be installed on an exterior door. A knocker shall be limited in size to six inches tall by three inches wide.

5.5 Unit Identification

- 5.5.1 Unit numbers are the responsibility of the Association and may not be removed or replaced by owners.
- 5.5.2 No name plates or number plaques are permitted.

5.6 Windows

- 5.6.1 Windows must be colonial style, with a 6/6 pane, a bronze frame, and a bronze reflective or non-reflective tint on the glass. Windows must comply with all Florida building codes.
- 5.6.2 Window screens are required and must be bronze with a fiberglass square weave.
- 5.6.3 No objects, including but not limited to window air conditioners and dryer vents, may protrude through a window.

5.7 Sliding Glass Doors

- 5.7.1 Sliding glass doors must be six feet by six feet 8 inches with one light per panel, an aluminum or stainless steel package, and of horizontal style. The frame color must be bronze; the glass must have a bronze reflective or non-reflective tint. Sliding glass doors must comply with all Florida building codes.
- 5.7.2 A screen is not required.
- 5.7.3 Screens may not be stored on a unit's patio or balcony.

5.8 Hurricane Shutters

- 5.8.1 Shutter installation, replacement, repair, maintenance, and operation is the responsibility of the Unit Owner.
- 5.8.2 Shutters must be white in color, aluminum form-filled, and horizontal with a square box. A center post is permitted. Shutters must comply with all Florida building codes.

5.9 Security Bars

Window security bars are not permitted on the exterior of the building.

5.10 Window Treatments

- 5.10.1 Any window treatment visible from the outside, including interior security bars, must be white in color.
- 5.10.2 A Unit Modification Form is not required for new window treatments.

5.11 Rooftop Maintenance

- 5.11.1 Residents may not access the roof. Unit Owners may arrange for contractor access to the roof by signing up in advance on the bulletin board outside the office.
- 5.11.2 The Association will monitor all work and insure that contractors meet IRC's standards.
- 5.11.3 Unit Owners will be financially responsible for any damage to the roof or its systems.

Chapter 6 – Leasing of Units

- 6.1 Unit Owners are financially responsible for damage to Association property caused by their tenants, their tenants' families, and their tenants' guests.
- 6.2 Every lease must be approved by the Association.
- 6.3 Only the lease form approved by the Association's attorney will be accepted.
- 6.4 A \$100 fee is required each time a unit is leased to a new tenant.
- 6.5 Unit Owners wishing to lease their unit must submit an intent to lease form, a completed lease, and a check for the required fee to the Association.
- 6.6 All prospective tenants must be interviewed by the Approval/Orientation Committee no less than ten days prior to occupancy.
- 6.7 When a lease is approved, a Certificate of Approval will be issued to the Unit Owner and Tenant.
- 6.8 Unit Owners surrender their rights to the use of the common facilities while their units are leased.
- 6.9 Limitations on Leases:
 - 6.9.1 A Unit Owner may submit only one lease application in a twelve month period.
 - 6.9.2 A lease must be for a period of at least one year (twelve consecutive months).

- 6.9.3 No room or part of a unit may be leased, by the owner or a tenant.
- 6.9.4 No unit may be sub-leased.
- 6.10 If a unit is leased and the Unit Owner decides to sell the unit:
 - 6.10.1 The Unit Owner must immediately notify the tenant(s) and make arrangements to show the unit;
 - 6.10.2 Once the sale of the unit is recorded, the tenants will have 30 days to move out.
- 6.11 There are no renewal leases. A subsequent lease of a unit to a current tenant will be handled like a new lease, except:
 - 6.11.1 No interview by the Approval/Orientation Committee is required.
 - 6.11.2 No fee is required.
- 6.12 A lease will not be approved if the Unit Owner is delinquent in the payment of an assessment at the time approval is sought.
- 6.13 If a unit is rented and the Unit Owner is more than 90 days delinquent in the payment of an assessment or associated late fees, the Association will require the tenant to make rent payments directly to the Association.
- 6.14 The Board of Directors **strongly** recommends that Unit Owners obtain background and credit checks on all prospective tenants prior to leasing.

Chapter 7 – Assessments and Collection Policies

7.1 Definitions

- 7.1.1 The “Monthly Assessment” (maintenance fee) is the amount set by the annual budget and levied against every unit for the purpose of running the Association..
- 7.1.2 A “Special Assessment” is any assessment, other than the monthly assessment, levied against all units.

7.2 Due Dates and Late Dates

- 7.2.1 Residents are encouraged to pay assessments via IRC's Automated Clearing House (ACH) arrangement to avoid late fees.
- 7.2.2 Monthly assessments are due on the first of each month. A monthly assessment is considered “late” if it is not received by the 15th of the month in which it is due.

7.2.3 Special assessment due dates and late dates are determined by the Association at the time the special assessment is approved.

7.3 Late Fees

7.3.1 A Unit Owner whose assessment is late shall be charged a late fee of \$25.00 plus interest at the rate of 18% per annum.

7.3.2 A charge of \$35.00 will be assessed for NSF checks returned to the Association.

7.4 Late Letters

7.4.1 The Association will send a late letter no later than the 20th of the month if an assessment is late. The letter will clearly state all assessments due, the delinquent assessment on which late fees have been charged, and interest charged. A copy of the Association's collection policy will be attached to the letter.

7.5 Collection Policy

7.5.1 If a delinquent assessment, late fee, and interest are not paid by the 15th of the month following the due date, the matter will be forwarded to the Association's attorney.

7.5.2 The attorney will send an Initial Demand Letter to comply with the Federal Fair Debt Collection Practices Act.

7.5.3 The Unit Owner will be responsible for the attorney's fee for the Initial Demand Letter.

7.5.4 If the delinquent assessment, fees, and interest are not paid within 30 days after receipt of the Initial Demand Letter, the attorney will place a lien on the property. The owner will be responsible for all legal fees.

7.5.5 If the account is still not settled after a lien is placed, the Association will direct the attorney to take further legal action, such as lien foreclosure and/or a personal judgment lawsuit.

Chapter 8 – Enforcement Policy

8.1 Enforcement of the Association's governing documents and rules is the responsibility of the Property Manager as directed by the Board of Directors.

8.2 The Property Manager will use the minimum enforcement necessary to produce the desired results.

8.3 The Property Manager is authorized to use his or her judgment, depending up the circumstances in each individual case.

8.4 When a resident is in violation of the Association's documents or rules, the following course of action will be followed until the situation is resolved:

- 8.4.1 The Property Manager will send email.
- 8.4.2 The Property Manager will send a letter by regular US mail.
- 8.4.3 The Property Manager will send a certified letter.
- 8.4.4 The Board will discuss the situation with the Association's attorneys and approve a letter being sent by the attorneys.
- 8.4.5 The Board will approve legal action against the resident.

Chapter 9 – Participation in Meetings

- 9.1 Advance notice of all Unit Owner, Board, and Committee meetings will be posted in the glass-enclosed bulletin boards on the ground floors of Buildings A and B.
- 9.2 A "Board Meeting" is a quorum of Directors gathered to discuss official Association business.
- 9.3 Every Unit Owner or his or her Authorized Representative has the right to attend Board Meetings except as may be provided by law.
- 9.4 No person other than a Unit Owner or the Authorized Representative of a Unit Owner may be permitted to attend a Board Meeting unless invited by the Board.
- 9.5 A Unit Owner may designate an Authorized Representative by informing the Association in writing 24 hours before a meeting.
- 9.6 Every Unit Owner or his or her Authorized Representative has the right to participate in Board Meetings subject to the following rules. The Chair of the meeting shall give the floor to any Unit Owner wishing to speak.
 - 9.6.1 Statements by Unit Owners at meetings shall be restricted solely to items listed on the agenda of the meeting.
 - 9.6.2 A Unit Owner shall speak only once on each agenda item and his or her statement shall not exceed three minutes.
 - 9.6.3 No Unit Owner may yield time to another Unit Owner.
- 9.7 Any Unit Owner may tape record or videotape a Board Meeting subject to the following rules:
 - 9.7.1 Any Unit Owner wishing to record or videotape a Board Meeting must give 24 hours' written notice to the Secretary or Property Manager.

- 9.7.2 Any Unit Owner who records or videotapes a meeting must make a copy of the recording available to the Association within 30 days of the meeting, at the Association's expense, if the Association is not also recording the meeting.
- 9.7.3 Any audio or video equipment must be assembled and placed in position no less than fifteen minutes prior to the scheduled time for the commencement of the meeting.
- The Board may specify the location to be used for this purpose, which shall allow for effective recording by the Unit Owner while preserving the rights of other Unit Owners to observe, hear, and participate in the meeting with minimal distraction.
- 9.7.4 No equipment shall produce distracting sound or light emissions.
- 9.7.5 No person shall move about the meeting room to facilitate the recording.
- 9.8 Any Unit Owner may request an open discussion period after adjournment of a Board Meeting by submitting a written request to the Secretary or Property Manager at least 24 hours prior to a meeting.
- 9.8.1 Items discussed do not need to be on the agenda.
- 9.8.2 No official decisions by the Board shall be made during the open discussion period.
- 9.9 Any person not authorized to attend a Board Meeting shall be prohibited from attending or shall be asked to leave.
- 9.10 Any Unit Owner or authorized representative who fails to comply with these rules shall be asked to leave at the sole discretion of the meeting Chair.
- 9.10.1 The Chair shall give the non-complying person one warning regarding removal, and thereafter may call for immediate removal.
- 9.10.2 The Board of Directors may take whatever action is appropriate at law or in equity against any person who fails to comply with these rules.

Chapter 10 – Transfer of Ownership

- 10.1 The transfer of ownership of any unit, whether by sale, gift, inheritance, or any other means must be approved by the Association.
- 10.2 Any sale or other transfer of title not authorized by the Association in accordance with the Declaration of Condominium will be void unless subsequently approved by the Association.
- 10.3 A Unit Owner wishing to sell or otherwise transfer ownership must submit a completed Intent To Sell form and a completed purchase and sales agreement to the Association.

- 10.4 The Association has the right of first refusal on any sale or other transfer of ownership.
- 10.5 All prospective owners must be interviewed by the Approval/Orientation Committee no less than ten days prior to closing.
- 10.6 When approved, the Association will issue a Certificate of Approval.

Chapter 11 – Requests for Information

- 11.1 A Unit Owner may file a formal request for information from the Association by sending certified mail to the Office.
- 11.2 An inquiry shall consist of no more than five questions related to one subject or issue.
 - 11.2.1 The request should be phrased so that the Board can discern a suggestion or question, not simply a complaint.
 - 11.2.2 The Association shall respond in writing to a formal letter within 30 days of receipt of the inquiry.
 - 11.2.3 The Association's response shall either give a substantive response or notify the inquirer that a legal opinion or advice from the Division of Florida Condominiums, Timeshares, and Mobile Homes (the "Division") has been sought.
 - 11.2.3.1 If the Association requests a legal opinion, it shall reply to the inquiry within 120 days of receiving the inquiry.
 - 11.2.3.2 If the Association requests advice from the Division, it shall reply to the inquiry within 10 days of receiving the Division's reply.
- 11.3 The Association is only required to respond to one written inquiry per unit in a 30 day period. If a Unit Owner files more than one inquiry, it may defer its response for 30 days per additional inquiry.
- 11.4 If the Association fails to respond to an official inquiry as outlined above, its failure shall preclude its recovery of attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry.

Chapter 12 – Inspection of Official Records

A Unit Owner or his or her Designated Representative may inspect the Association's official records by submitting a written request to the Association.

12.1 Definitions

- 12.1.1 The “Official Records” are those records designated by Florida Statute 718, as amended from time to time.
- 12.1.1.1 Some Official Records are exempted from inspection by Florida law, by court decisions, or by Association documents or rules. The Secretary is responsible for determining whether an Official Record is exempt, in whole or in part.
- 12.1.1.2 The Association's Official Records do not include the contents of sealed ballot or proxy envelopes prior to the meeting at which they will be opened or counted, or the content of sealed ballot or proxy envelopes excluded from the counting process.
- 12.1.1.3 The outer envelopes containing sealed ballots or proxies shall be considered Official Records.
- 12.1.2 A “Record” is a document or group of documents relating to a particular matter.

By way of example, the following constitute one record each:

- A monthly phone bill as sent by a utility;
- A monthly bank statement with enclosures as sent by a bank;
- The general ledger of a particular fund for one month;
- A paid invoice from one vendor as sent by that vendor;
- The minutes of a meeting held at one particular time and date.

- 12.1.2.1 The Secretary is responsible for determining what constitutes a record.
- 12.1.2.2 Under no circumstance shall a record include any document not already in existence, nor any document whose retention period has expired as provided for by law or rule, whether or not the document still exists.
- 12.1.2.3 Records not maintained in written form may be requested; however, the cost of conversion of the record into written form will be borne by the requester.
- 12.1.3 The “Requester” as used in this section refers to the Unit Owner or his or her Designated Representative who submits a request to inspect an Association record.

12.3 Designated Representatives

- 12.3.1 A Unit Owner may nominate an individual as his or her Designated Representative for the purposes of record inspection by submitting written notice to the Association.
- 12.3.2 The designation of an Designated Representative shall expire after 90 days or if the Unit Owner personally submits any record inspection request.

12.4 Request Content

- 12.4.1 A request shall describe each record desired in sufficient specificity to identify it, including pertinent dates or time periods, and must state the purpose of the inspection.

- 12.4.2 The request must describe records by type such as listed in Florida Statute 718, and not by subject matter such as “all insurance information”.

12.5 Inspection Process

- 12.5.1 Upon receipt of a written request, within five working days not including the day the request is received, the Association will respond to the requester in writing designating the date, time, and place that the inspection shall occur.
- 12.5.2 If the Secretary determines that a record is exempt from inspection, the response shall state the grounds for the exclusion.
- 12.5.3 The record inspection shall occur at the time, date, and place designated by the Association in its response to the requester, and will be under the supervision of a person or persons designated by the Association to monitor and assist in the record inspection.
- 12.5.4 The record inspection session shall not extend beyond two hours.
- 12.5.5 During the record inspection, no mark whatsoever shall be made on any record, nor shall any pages affixed together by staple, paper clip or other means be disassembled, nor shall the records being inspected be altered from the sequence in which they are presented for the inspection.
- 12.5.6 No record inspection shall occur under circumstances which cause the record to leave the control of the Association, nor shall any record be removed from the location of the inspection for any reason whatsoever.
- 12.5.7 All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association office or other place where the records are inspected or copied.
- 12.5.8 The requester may obtain a copy of all or part of any record by placing a paper clip, Post-It note, or similar marking device on each page to be copied.
- 12.5.9 The Association shall produce copies as requested and provide them to the requester within five working days of the record inspection, not including the day of the inspection, subject to receipt in advance of the copying fee.
- 12.5.10 The Association will charge a fee of \$0.25 for each page copied, where a page is one side of an 8½ by 11- or 8½ by 14-inch sheet of paper. The Association will not provide copies of records whose physical size is larger than 8½ by 14 inches.

12.6 Limitations on Requests

- 12.6.1 A request to inspect the records shall specify no more than ten records or constitute more than 200 pages of material in total.

- 12.6.2 No more than two written requests shall be accepted from a single Unit Owner in a 30 day period.
- 12.6.3 No more than two written requests shall be accepted from any single Designated Representative in a 30 day period, no matter how many Unit Owners the Designated Representative represents.
- 12.6.4 A requester will not be allowed to inspect the same record more than once in a 6-month period unless the contents of the record have changed.
- 12.6.5 No request may be made for the purposes of harassing any Unit Owner, resident, Association officer, director or employee.
 - 12.6.5.1 The Association is responsible for determining whether a request constitutes harassment.
 - 12.6.5.2 Inspection and copying requests not in conformance with these rules will be considered harassment.
- 12.6.6 A request for record inspection will be denied if the requester has improperly used any information secured through record inspections during the two years prior to the request.
 - 12.6.6.1 The Association is responsible for determining what uses are improper.
 - 12.6.6.2 Improper use includes disclosing any resident's address, phone number, or email address to any other party, including other Unit Owners.
 - 12.6.6.3 Improper use includes selling or offering for sale any list of Unit Owners or using any list of Unit Owners for commercial purposes.
- 12.7 Requests for Copies of Records**
 - 12.7.1 A Unit Owner or a Designated Representative may only obtain copies of records as part of the inspection process described above.
 - 12.7.2 The Association is not otherwise required to honor requests to make copies of records and deliver them to a Unit Owner or Designated Representative.

Chapter 13 – Applicable Documents

These documents are the sources of the rules of the Indian River Club Association, Inc:

- 13.1 Chapter 718 of the Florida Statutes – “The Condominium Act”;

The State of Florida amends Chapter 718 from time to time. When the amendments take effect, they supersede any of the IRC documents listed below.

13.2 IRC's Declaration of Condominium

13.3 IRC's Articles of Incorporation

13.4 IRC's Bylaws

13.5 IRC's Rules and Regulations.

The Board may amend the rules and regulations from time to time, as authorized under Paragraph 7 of IRC's Bylaws.

Chapter 14 – Revision History

Date Approved	Description of change	Sections modified
March 17, 2023	Complete revision of previous handbook	
March 16, 2022	Requirements for residents to accompany guests	3.3.4
April 20, 2022	Pets allowed in a unit	2.8.1
April 19, 2023	Appfolio details Updated wording: ‘15’ instead of ‘fifteen’ Increased new tenant leasing fee to \$100	1.10, 2.2.2, 2.2.3, 2.2.4, 2.7.2 2.14.1 6.4, 6.5, 6, 611.2
February 19, 2024	Replaced Appfolio with ‘the Management Website’.	1.10, 2.2.2, 2.2.4, 2.7.2