



# Island Club West

Homeowners Association Inc.

Unit #: \_\_\_\_\_

## ICW RULES ACKNOWLEDGEMENT

I, \_\_\_\_\_ & I, \_\_\_\_\_ hereby agree and understand that Island Club West is a **Deed Restricted Community**, which means I voluntarily surrender some of my personal & private property rights. Upon written approval of my application of my application for residency, all **Rules and Regulations** of the Island Club West Homeowners Association will be enforced and I also agree to the following:

1. \_\_\_\_\_ I further acknowledge that a **National or International Criminal Background Check** shall be performed for ALL individuals 18 years or older that will be residing at Island Club West, each of these individuals is required to complete the registration process including this form. Failure to register all individuals over the age of 18 may result in fines or immediate eviction by the HOA.
2. \_\_\_\_\_ I further agree to register my vehicle(s) and a required barcode will be issued on each approved vehicle as well as parking assignment. Vehicle registration fee of \$50.00 will be charged for each vehicle, it is non-transferable and non-refundable. Registration must take place prior to move-in date.
3. \_\_\_\_\_ Speed limits signs of **15 MPH** are posted throughout the community and will always be enforced.
4. \_\_\_\_\_ ICW is both a barcode community and includes assigned parking. No Vehicle is to park within the residential area without a barcode. Each Unit is hereby limited to 3 parking spaces (2 Main unit, 1 Lock-out). However, only 2 parking spots will be assigned (1 to the main / 1 to the Lock-out), third vehicle parking spaces will be identified and are at a first come first serve. No commercial vehicles or with advertising signs will be allowed.
5. \_\_\_\_\_ I further agree to register all guests that will be visiting the property, and obtain a temporary parking pass to park at the clubhouse parking lot. Which includes registration and departure dates, otherwise their vehicle will be considered unauthorized and subject to immediate towing at the vehicle owner's expense. I will not hold the Management or HOA liable for any towing of vehicles. Remember, only vehicles with barcodes are allowed within the residential portion of the community.
6. \_\_\_\_\_ I further acknowledge that the use of ICW amenities (pool area, gym, clubhouse, etc.) require access cards (\$25.00 charge) accompanied by ICW-ID cards (\$3.00 charge \*Lost or replacement \$10.00). If I fail to have these credentials present, I may be asked to exit the amenity. I understand that the HOA and Management strongly recommend that no-one under the age of 16yrs uses the gym, or that any kid under the age of 14yrs be left alone at the pool area. If damages are done to IWC equipment or facility the person responsible will be held accountable. I will not hold the HOA or the Management liable for any accidents with in the ICW property.
7. \_\_\_\_\_ I further acknowledge that a pet fee of \$250.00 per animal (2 is the max. number of pets per household allowed) is required and shall be paid at time of registration, accompanied with a copy of the Dog/pet License/shot records, and a current picture of the pet. **Failure to disclose any animals, may result in an immediate eviction and/or fine by the HOA.**
8. \_\_\_\_\_ Pet must be on a leash at all times when outdoors. No pet shall enter another resident's property without permission. Waste generated by a pet **MUST** be cleaned up immediately or I may be subject to actions and penalties by the HOA and or Polk County Animal Control.
9. \_\_\_\_\_ I understand that I am responsible for not only my behavior, but that of my family, my guests, visitors, and everyone invited by us into this community (including service providers and delivery personnel).
10. \_\_\_\_\_ I further acknowledge that upon my lease expiration, my vehicle(s) barcode(s) and Access Cards will be automatically deactivated, access to the community, and amenities will be off, unless I submit a renewed lease agreement, and pay the reactivation of \$15.00 fee at which time new ICW-IDs will be issued. All vehicle registrations must also be current, I will provide copies and updates of renewals in a timely manner.
11. \_\_\_\_\_ I understand that no reflective foil, sheets, newspapers, clothing, personal items, or any similar material shall be permitted on any windows. From the outside the window treatments visible should be white or off white.

12. \_\_\_\_\_ All changes to the exterior of the units and/or yard must be submitted for approval prior to commencement. This should be done by completing an Architectural Request Form (ARC Request) downloadable from the community website (<http://myicw.com/>.) and turning it in as indicated in the form.
13. \_\_\_\_\_ I understand that I need to keep the exterior area of my unit clean, which means all cigarette buds should be disposed of properly and not left on the grounds. Personal property, trash, and other materials including but not limited to lawn chairs, bicycles, toys, children’s playhouses, trampolines, or any other non approved item, should not be left in common ground, they must be stored inside the living unit. Items allowed on patio slab are: 1 exterior furniture set, up to 4 pots with plants, any additional items must be approved by the HOA. Failure to comply will be subject to actions and penalties by the HOA, the HOA reserves the right to pick up any items left outside and charge me a disposal fee for doing so.
14. \_\_\_\_\_ I understand that all trash must be taken to the dumpsters for disposal. **Trash must be put inside dumpsters**, not outside, infant or next to it. Trash bags left in front of unit, on common ground are subject to penalty of \$50.00.
15. \_\_\_\_\_ I acknowledge that there should be NO large items placed inside dumpsters or left at the dumpster location at any time. If I have large items, I will make arrangement for them to be disposed elsewhere.
16. \_\_\_\_\_ I understand that NO fishing is allowed at any of the water ponds within the community.
17. \_\_\_\_\_ Failure to comply with Covenants, Restrictions, Rules and Regulations, and the rules include herein may result in Island Club West Homeowners Association assessing fines or taking legal actions.
18. \_\_\_\_\_ I further acknowledge that playing loud music with: radios, car stereos, televisions, home stereos, portable devices, etc., in the common areas is strictly prohibited.
19. \_\_\_\_\_ I further acknowledge that illegal drug, use or sale by anyone residing/visiting or otherwise connected with a townhouse in Island Club West is strictly prohibited. Failure to comply may result in an immediate eviction and or fines by the HOA.
20. \_\_\_\_\_ I further agree that all commercial vehicles are **Forbidden** to be parked in the community overnight. Failure to comply will be subject to tow at the owner’s expense.
21. \_\_\_\_\_ I agree that all cars inside the community will be required to be parked with the rear end of the car facing the street. No back in parking will be permitted. Failure to comply will be subject to towing at the owner’s expense. I will not hold the Management or HOA liable for any damages or towing of vehicles.
22. \_\_\_\_\_ I Further agree that visitors are welcome to park outside the residential area, near the clubhouse with a temporary parking pass. Parking within the residential area is strictly limited to vehicles with **Barcodes**. Towing will be enforced 24/7, violators will be subject to towing at owner’s expense.
23. \_\_\_\_\_ I agree that all visitors are required to have a parking pass to park by the clubhouse. Each parking pass has a unique code assigned to a specify vehicle and date. They are not to be modified in any way on a different vehicle than the assigned one. Vehicles holding an altered pass will be subject to immediate towing at owner’s expense.
24. \_\_\_\_\_ I agree Not to hold the Management or HOA liable for any vandalism, damages to vehicles or personal property, towing of vehicles, accidents in common grounds or recreational facilities.

Signature on this form acknowledges receipt of ICW’s rules and regulations and shall serve as proof and evidence that the information and documents are understood and will be followed.

I hereby certify that I understand and will abide by ICW document, rules and regulations. Forms and/or documents viewed and/or completed:

a) ICW Official Documents, & Rules and Regulations	b) ICW Application and Rules Acknowledgment Forms
c) National/International Criminal Background Check	d) Recreational/Pool Facility waiver

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature/Date: \_\_\_\_\_

Signature/Date: \_\_\_\_\_

**Note:** Every Adult residing in the property needs to complete this form. If more than 2 adults are to reside in the property, please use a second form to initial and sign.