

**ICA RULES AND REGULATIONS  
REV 2019 06 01**

**Adopted by Board of Directors on June 1, 2019**

Pursuant to the authority vested in the Board of Directors ("Board") of Indigo Condominium Association, Inc. ("Association"), the following rules and regulations have been adopted by the Board to govern the use of the Condominium Property ("Property") as defined in the Declaration of Condominium ("Declaration"). *Sections in italics are provided directly from the Declaration and indicated by the appropriate section number.*

**OWNER GUESTS AND RENTERS**

- A1. ANIMALS.** No Owner Guest or Renter pets are allowed on Property or the beach at any time. Service or emotional support animals require prior approval by completing form 2.0 Reasonable Accommodation for Assistance Animals.
- A2. EVENT RESERVATIONS** – No weddings or other large group events are allowed on Property by Owner Guests or Renters at any time.

**OWNERS, OWNER GUESTS AND RENTERS**

- B1. ENFORCEMENT.** *The Association shall have the right to enforce all restrictions set forth in the Declaration and in the Rules and Regulations in any manner it deems necessary, including, without limitations, injunctions, suits for damages or fines. (Declaration 10.23).* All violations of these rules and regulations shall be reported immediately to a member of the Board or a management company agent. The Board's determination shall be dispositive in the event of any disagreements concerning violations including without limitation, disagreements regarding the proper interpretation and effect of these rules. In the event that any person, firm, or entity subject to these rules and regulations, fails to abide by them, as they are interpreted by the Board, such person, firm, or entity shall be liable to be fined by the Association for each such failure to comply or other violation of these rules and regulations. Such fine, which shall not exceed \$100 (or the maximum amount permitted under Chapter 718, Florida Statutes) for each violation (provided however, a fine may be levied on the basis of each day of a continuing violation, for a total amount not to exceed \$1,000 or the maximum set forth in the Chapter 718, Florida Statutes) shall be collected by the Association and shall become a part of the Common Surplus of the Condominium, all as more fully set forth in the Bylaws. If the Board deems it necessary, it may bring action at law or in equity in the name of the Association to enforce these rules and regulations, including any provision herein for fines. In the event any such action is instituted, and reduced to judgment in favor of the Association, the Association shall, in addition, be entitled to recover its costs and attorneys' fees incurred in enforcing these rules and regulations, whether before or at trial, on appeal, in bankruptcy or in post-judgment collection.  
All owners, renters and permissive users of Indigo are required to obey at all times our rules and regulations. Violation of our rules and regulations by owners subject the owner to fines up to the extent allowed by law or our condominium documents. Violations by renters or permissive users subject such persons to fines to the extent of the amount owners can be fined as well as eviction.

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- B2. USE OF THE COMMON ELEMENTS & ASSOCIATION PROPERTY.** *All Owners and their Guests may use the Common Elements, the Limited Common Elements and Association Property designed to serve their Units for the purposes for which such Common Elements and Association Property are intended. Notwithstanding the preceding sentence, neither an Owner nor a Guest may use any Common Element or Association Property in any manner that unreasonably interferes with the rights of other Owners in and to the Common Elements or Association Property. Without limiting the generality of the foregoing, no Owner shall cause, or permit its Guests to cause, waste to any Common Element or Association Property. The Owner's rights to use the Common Elements and Association Property are subordinate and subject to all the rights and powers of the Association with respect to the Common Elements and Association Property, including, without limitation, the Association's right and power to adopt rules regulating the use of the Common Elements and Association Property. (Declaration 10.05).*

The Common Elements, Limited Common Elements, and Association Property designated for use by all Units shall be used in common by Unit Owners and licensees (Owners Guests and Renters) in accordance with the purpose for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units. Indigo is a gated property and appropriate wristbands must be worn by all Owners, Owner guests and renters while in all Common Elements. Owners will be provided wristbands in a number equivalent to the number of persons the unit sleeps, or as determined by the Board of Directors from time to time. Renters and other permissive users shall wear a wristband of a different color with the word "Indigo" imprinted on the band at all times when in the Common Elements. Guests shall deposit all amenity bracelets and keycards in a drop box in the lobbies at the conclusion of their stay.

- B3. DAMAGE TO COMMON ELEMENTS AND/OR ASSOCIATION PROPERTY.** Unit Owners shall be responsible for, and shall bear any expense of, any damage to the Common Elements or Association Property caused by moving to or removing from their Unit household furnishings or other objects, or caused by any other deliveries to or from Units by their invitees, or any damage to the Common Elements, Limited Common Elements or Association Property caused by the acts or omissions of the Unit Owners or their invitees, agents, or employees.

- B4. NUISANCES, HAZARDOUS ACTIVITIES AND UNSIGHTLINESS.** *No person shall conduct any activity on the Property that creates a legal nuisance. No person shall conduct any activity on the Property that is or might be hazardous to any person or property. No unsightliness shall be permitted at the Property. Normal construction activities and normal commercial activities shall not be considered to violate the terms and conditions of this section. By accepting a deed to a Unit, an Owner acknowledges that noises, lights and odors common to commercial activities, as well as construction activities may exist on or near the Property, at any time and from time to time. (Declaration 10.07).*

All Owners, Guests and Renters shall control noise levels on Common Elements, Limited Common Elements and the Property to avoid being a nuisance to any other Person. No person shall verbally, or physically, abuse another person on property. Abuse is identified as a raised voice, shouting, inappropriate gesturing, or any action that makes another person feel unsafe. Owners and Guests shall be expected to obey any

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safety instructions given by an Indigo staff member, and shall not tamper with any protective cones, cautionary tape, protective signage or any other safety device.

The following activities are NOT allowed on the Property Including the beach:

1. Use of scooters (2-wheeled vehicles without seats), skateboards, roller skates or blades, hover boards, or other such devices.
2. Possession or use of fireworks of any kind.
3. Use of laser pointers, laser emitting devices or high candlepower lighting devices of any kind. (This does not include Light Emitting Diode (LED) flashlights.)
4. Use of drones (powered, aerial vehicles) or other such device, to record an image of the Property or of an owner, guest, renter, occupant or invitee of Indigo with the intent to conduct surveillance on the individual or property captured in the image in violation of such person's reasonable expectation of privacy. (The Indigo Board approves the use of drones by Board or Management approved contractors to complete surveys or investigations of the Property.)

**B5. DESIGNATED SMOKING AREAS.** Owners, Owner Guests, Renters or business invitees (including contractors, agents, household workers or persons hired by the owner or resident to provide a service or product) are NOT allowed to smoke tobacco products, including electronic-type products, in any Common Elements, Limited Common Elements, or Association Property. Smoking is only permitted on the ground level parking lots on the north side of each condominium building in the Designated Smoking Areas only. All other common areas are non-smoking areas, whether signage is posted or not. Lighted or unlighted tobacco products must be disposed of properly in the smoking receptacles that are provided in the designated areas, and not deposited on the Common Elements. Any owner who sells or leases a unit must specifically disclose to all buyers, renters and real estate agents that smoking is allowed only in designated areas. Providing these Rules & Regulations satisfies this requirement. Unit owners are responsible for the compliance of this rule by persons residing within or visiting the unit.

**B6. OBSTRUCTIONS.** There shall be no obstruction or cluttering of the Condominium Property, including, without limitation, sidewalks, driveways, automobile parking spaces, lawns, entrances, stairways, decks, balconies or vestibules, or other Common Elements, Limited Common Elements, Association Property or other areas. All emergency exit hallways must be kept clear of all objects at all times.

**B7. DESTRUCTION OF PROPERTY.** There shall be no marking, marring, damaging, destroying or defacing of any part of the Common Elements, Limited Common Elements or Condominium Property. Unit Owners shall be held responsible for, and shall bear any expense of, such damage caused by the Unit Owner, his family, guests, lessees and or invitees.

**B8. BALCONIES, WINDOWS, TERRACES, AND DOORS.** Nothing shall be dropped, thrown, swept, or otherwise expelled from any window, door, balcony or terrace.

**B9. GRILLS OR BURNING DEVICES.** *No fuel burning devices shall be used, kept or stored on the Condominium Property. No gas grills may be maintained in or outside any Unit. (Declaration 10.16).*

There shall be no grills of any kind, (including but not limited to electric, charcoal, gas, propane, or any other fuel type) used on any balcony or terrace of any Cabana or

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Residential Unit or any Common Element, except as provided by the Association in the designated east and west barbecue areas.

- B10. DELIVERIES, TRASH REMOVAL AND OTHER SERVICES.** *Each Owner agrees that all deliveries and all trash removal services, and other such services to that Owner or its Unit shall be effected at a central location or locations designated by the Association from time to time for such purposes. Owners shall not, and shall not permit their guests, to litter. No burning of trash, garbage, or other waste materials will be permitted at the Condominium Property. (Declaration 10.13).*

Unless otherwise directed by the Association, Owners of Units and their guests shall place all trash and other waste from the Unit in suitable plastic bags, tied or sealed and deposited in trash chutes which are located on each floor of each building and designated for that purpose. Oversized trash shall be taken to the trash rooms or dumpsters on ground level and must be broken down so as to minimize the amount of space used in the dumpster.

- B11. UNDERAGED PERSONS (CHILDREN).** *There are no restrictions on the use of the Units by children, prohibiting occupancy of limits by children, except that persons under the age of twenty-one (21) occupying the Unit, shall be accompanied by a person over the age of twenty-one (21). (Declaration 10.18).*

Children shall not play on or about the Common Elements or Association Property of the Condominium except under the direct and reasonable supervision of a responsible person.

- B12. SIGNS.** *No signs whatsoever shall be erected or maintained on the Property, except signs required by legal proceedings and those permitted or approved by the Association. No "For Sale" or "For Rent" signs shall be displayed on the exterior or interior of a Unit. (Declaration 10.08).*

No sign, nameplate, signal, advertisement, or illumination shall be inscribed or exposed on or at any window, door, balcony, or terrace without the express prior written consent of the board of Directors, which may be withheld in the Board's sole discretion. All users of Indigo shall obey signage posted on Property. All warning flags posted on the beach shall be obeyed. Red flags prohibit swimming in the Gulf. Be advised that even if red flags are not flying that dangerous rip currents exist in Gulf waters.

- B13. ACCESS.** *The Association may, enter upon each Unit at reasonable hours as may be necessary for the maintenance, repair, or replacement of Common Elements and the Association Property or at any time make reasonable repairs necessary to prevent damage to Common Elements, the Association Property or another Unit. (Declaration 4.02(c)(vi)).*

The Association shall at all times have access to each Unit in the Condominium. No Unit Owner shall change existing access devices or codes or install additional locks unless the Association is given access thereto.

- B14. VEHICLES & PARKING.**

*(a) No motor vehicle classed by manufacturer rating as exceeding three-quarter ton and no mobile home, trailer, detached camper or camper shell, boat or other similar equipment or vehicle may be kept or parked at the Property.*

*(b) No motor vehicle shall be constructed, repaired or serviced at the Condominium Property, except to the extent necessary to be able to remove the vehicle from the Property.*

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*(c) This paragraph applies only to the following Residential Units: PH 2101E, PH 2102E, PH 2103E, PH2104E, PH2101W, PH2102W and PH2103W only (collectively, the “Penthouse Units”): the Penthouse Parking Spaces, as defined in paragraph 3.05 of the Declaration, may not be leased or transferred separate and apart from a Penthouse Unit.*

*(d) Except as set forth in Section 10.12(c) of the Declaration, each Unit Owner has the right to use one unassigned parking space on a first-come, first served basis. The parking spaces for the Condominium are located as follows: (i) Seventy-five (75) parking spaces on the Ground Floor (First Floor) parking garage of Building One as depicted in Exhibit C of the Declaration of Condominium, (ii) Fifteen (15) parking spaces above the Building One parking garage (within the Building One legal description) (the “Building One Amenity Level Spaces”), (iii) One Hundred Twenty Two (122) parking spaces in the surface parking area of the Condominium Property (approximately ninety-five (95) parking spaces in the Phase One legal description and approximately twenty-seven (27) spaces in the Phase Two legal description (collectively the “Surface Parking Spaces”), (iv) Forty-eight (48) parking spaces on the Ground Floor (First Floor) parking garage of Building Two as depicted in Exhibit C-1 and (v) Six (6) parking spaces above the Building Two parking garage (within the Building Two legal description) (the “Building Two Amenity Level Spaces”).*

*The Surface Parking Spaces are Association Property and may be used by all Unit Owners, Guests and others visiting the Condominium. The parking spaces located within the Building One parking garage and the Building One Amenity Level Spaces are Common Elements of the Units within the Condominium but may only be used by Unit Owners and Guests of Unit Owners within Building One. The parking spaces located within the Building Two parking garage and the Building Two Amenity Level Spaces are Common Elements of the Units within the Condominium but may only be used by Unit Owners and Guests of Unit Owners within Building Two. In accordance with the use restrictions set forth above, (i) parking will be on a first-come, first-served basis and (ii) the Unit Owner or its Guests who are staying in the Owner’s Unit may use only one (1) unassigned parking space and may use such space only during a period in which the Owner or one or more of its Guests are occupying the Owner’s Unit.*

*(e) An Owner shall not sell, lease or otherwise convey all or any part of the parking rights it has by virtue of its ownership of a Unit or Membership in the Association. (Declaration 10.12).*

No motor vehicles exceeding  $\frac{3}{4}$  ton (by manufacturer rating), mobile home, motor home, trailer, detached camper or shell, boat, wave runner or other similar equipment shall be parked on Property.

No vehicle shall exceed one single parking space. A vehicle is considered too big, if it extends beyond the marked parking space in any direction, if not parked in the parking space centrally, if crossing over the lines so as to impede parking in the adjacent spaces, etc.

No vehicles in a state of disrepair, unlicensed vehicles, trailers or boats may be stored or repaired on the Condominium Property. There shall be no storage of vehicles on Indigo Property (including garages, amenity levels and all surface parking areas) from Memorial Day weekend through Labor Day weekend. Storage is defined as any consecutive 14 days when a vehicle is on Property, but the Unit Owner or the Unit Owner’s guests are not personally on Property. Storage of vehicles is allowed after Labor Day weekend and before Memorial Day weekend, but only on the surface parking lots north of the East and

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West Towers. Storage of vehicles is never allowed in the East or West parking garages. Any exceptions to this vehicle storage rule must be preapproved by Management. No vehicles shall be parked so as to impede ingress to or egress from other parking spaces, drives, roads, or building entryways. Tail hitch luggage racks, and similar items, must be removed from the vehicle while on the premises, or said vehicles must back into an outside parking space where the luggage rack is over grass. No vehicles with tail hitch luggage racks or similar items may park in the garage.

Owners will be provided one blue and one red parking decal to be prominently displayed on the bottom left corner of the driver's side of their windshield or dashboard. The blue decal entitles the owner to park in the garage or other areas on a first-come first-served basis. A blue pass doesn't guarantee parking in the garage. A red decal allows parking only in outside open areas on a first-come first-served basis. A red pass doesn't guarantee parking on a surface parking lot. Renters and other permissive users shall be provided one blue and one red parking pass for the duration of their stay such to be prominently displayed in the windshield/dash area of the vehicle. The blue pass allows parking in the garage or other areas on a first-come first-served basis. The red pass is for parking only in outside open areas on a first-come first-served basis. Vehicles in violation of this section are subject to fines, booting, towing and any other penalty authorized by law. A one-day pass (white parking pass) for one vehicle is permitted per reservation during daylight hours only if space allows, at the discretion of the Front Desk Staff.

- B15. LAUNDRY.** No laundry, clothing or other material shall be hung or displayed on the balcony or porch of any Unit or within a Unit in a manner which is visible from the outside.
- B16. COMPLIANCE WITH DOCUMENTS.** *All members, and every lessee, guest, or visitor of member shall comply with all of the terms, conditions, covenants, restrictions and limitations contained in the Declaration, the Articles of Incorporation and the Bylaws. (Declaration 10.02).*  
A full copy of these documents can be seen at [www.indigo-perdidokey.com](http://www.indigo-perdidokey.com) on the Indigo Sales tab.
- B17. COMPLIANCE WITH LAWS.** *Nothing shall be done or kept at the Property in violation of any law, ordinance, rule, regulation or other requirement of any governmental or quasi-governmental authority. (Declaration 10.09).*  
Owners & guests shall comply with Escambia County beach rules including, but not limited to, Leave No Trace and No Animals on the Beach.
- B18. COMPLIANCE WITH INSURANCE.** *Except as may be approved in writing by the Association, nothing shall be done or kept at the Condominium Property that may result in the cancellation of any insurance maintained by the Association or may result in an increase in the rates of any such insurance. (Declaration 10.10).*
- B19. SATELLITE DISHES, ANTENNAE.** To the extent permitted by law, no outdoor television or radio antennae, satellite dishes or lightning rods shall be attached to the exterior walls, doors, windows, floors or ceilings of balconies or terraces without an architectural review in order to minimize the effect on the exterior architecture of the building.

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- B20. POOL AREA.** Within the fenced pool area, the hours of operation will be 8:00 am to 10:00 pm only. Food or beverages are prohibited in the pools, hot tub or on the wet deck areas (all areas within 4 feet of the pool water perimeter); animals and glass containers are prohibited within the fenced pool area per Florida Health Code (64E-9.004). Absolutely no diving in pools or hot tub. Children, who aren't toilet trained, must wear waterproof swim-pants or waterproof diapers under a swimming suit while in the pool. Children under the age of 14 years old must be accompanied by an adult. No smoking, running or loud music allowed. Children under age 5 are not allowed in the hot tub. Pool furniture cannot be reserved in advance by the placement of towels or other personal items in a chair or lounge. Towels and the like will be picked up by Indigo management if the owner/user of such items is not physically present at the pool. All towels and other personal items will be picked up by Indigo management if user is not in pool area for 30 minutes or longer.
- B21. FITNESS ROOMS.** The hours of operation will be 5:00 am to 10:00 pm only. No children under the age of 14 years old are allowed to use equipment. All children must be supervised by an adult. No loud music allowed. Appropriate footwear required, no open-toed footwear.
- B22. STEAM ROOM & SAUNA.** The hours of operation will be 5:00 am to 10:00 pm only. All children under the age of 14 years old must be supervised by an adult. No loud music allowed.
- B23. SOCIAL ROOMS & THEATRE.** The Social Rooms and Theatre are available to all Owners and Guests on a first-come first-served basis, must be reserved through the front desk and must be cleaned after use or are subject to a cleaning fee. All such reservations are subject to cancellation if the room is needed for an official Association event. When the rooms are occupied, both Owners and Guests must respect the privacy of the person who reserved the room. The posted rules must be adhered to at all times. All children under the age of 14 years old must be supervised by an adult. While alcohol is not prohibited, if a party is catered and a bartender is present, all liability rules must apply. The rooms are not to be used for any activity that is for-profit.
- B24. SECURITY.** While the Association desires to respect the privacy of individual Owners, Guests, Contractors and Indigo Staff while on property, it does use security cameras and recorded media to deter crime, record incidents and provide useful information for criminal investigations by Official Law Enforcement Authorities. The Association's use of cameras is covered by the Policy and Procedure **14.0 Security Cameras** which is available on the Owners Website.

**OWNERS**

- C1. NO ALTERATIONS.** *Except as otherwise expressly provided in the Declaration, an Owner of a Unit may not make any improvement or alteration to a Common Element, a Limited Common Element or any improvement or alteration to its Unit that affects any Common Element or any other Unit, without the prior written consent of the Association and then only in strict accordance with the terms and conditions of the Declarations. An Owner who owns adjoining Units may remove or alter any intervening partition subject to the foregoing review and approval, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity, electrical systems, or*

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*mechanical systems or lessen the support of any portion of the Condominium. Without limiting the generality of the foregoing, an Owner of a Residential Unit may not, without the prior written consent of the Association, install or erect any improvement, mechanical system or fixture that either: (i) protrudes beyond the boundaries of the Owner's Unit; or (ii) is located wholly outside the Owner's Unit (even if located within a Limited Common Element that is assigned to solely the Owner's Unit). An Owner making or causing to be made any such additions, alterations, or improvements agrees, and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and any manager of the Condominium or the Association, together with all their officers, directors, partners, and all other Unit Owners, harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after the date of installation or construction thereof, as may be required by the Association. (Declaration 10.06).*

Prohibited improvements or changes to Common Elements, Limited Common Elements (excluding Residential Unit foyers off elevators) or any Association Property include, but are not limited to, painting or other decorating of any nature, installing of any electrical wiring, television antenna, machinery, or air conditioning units which may, in any manner, change the appearance of any portion of the building without obtaining the prior written consent of the Association. Residential Unit foyers may be painted and decorated; however, any such furnishings or decorations shall not adversely affect fire sensing devices, sprinkler heads and must allow egress according to fire codes. No changes allowed to the foyer lighting or fire safety devices.

- C2. CONTRACTOR RULES.** *No person shall conduct any activity on the Property that creates a legal nuisance. No person shall conduct any activity on the Property that is or might be hazardous to any person or property. No unsightliness shall be permitted at the Property. Normal construction activities and normal commercial activities shall not be considered to violate the terms and conditions of this section. By accepting a deed to a Unit, an Owner acknowledges that noises, lights and odors common to commercial activities, as well as construction activities may exist on or near the Property, at any time and from time to time. (Declaration 10.07).*

An Owner is responsible for the actions of any individuals, persons or contractors that are hired by Owner to do work in their Residential Unit and shall be responsible for any resultant damage caused to their Residential Unit, any other Residential Unit, Common Element, Limited Common Element and any Association Property.

All Owners' contractors doing work inside a Residential Unit must follow the latest version of Policy & Procedure **10.0 Indigo Residential Unit Contractors** which is available on the Owners Website. Owners are responsible for advising Realtors to comply with the Association Policy and Procedure **15.0 Realtor Access** which is available on the Owners Website.

- C3. BALCONIES, WINDOWS, TERRACES, AND DOORS.** All loose or movable objects shall be removed from balconies upon notice of an approaching hurricane or other inclement weather characterized by conditions of high wind. No furniture containing glass (including tempered glass) shall be used on the balcony or terrace. Balconies, windows, terraces, and doors shall not be altered from the condition in which originally



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constructed, including, without limitation, alteration by painting, screening (retractable screening that matches the original door color is acceptable) or installation of reflective materials, unless pursuant to the Declaration, Articles of Incorporation and Bylaws of the Association. No door locks may be changed or removed without the express permission of the Board of Directors. A \$250 replacement fee will be imposed for all back door hard keys not returned upon sale of a Residential Unit, said fee will be used to replace the key lock on Unit back door.

**C4. EXTERIOR STORAGE. *No Owner shall store any materials or items on or in any Common Element or Association Property, other than those Common Elements or Association Property designed for that purpose, and then only in strict accordance with the terms and conditions of the Association Documents. (Declaration 10.14).***

No owner shall store any materials or items on or in the Common Elements, Limited Common Elements, Property or areas outside of the owner's individual storage locker unless expressly designated for such purpose, including but not limited to the areas outside of the owner's individual storage locker, unless specifically approved by the Board.

The Association has provided some limited storage racks for placement of Owner paddleboards and bicycles in the East and West garages for the temporary use by owners. The following rules apply to these garage level storage racks:

- These areas are on a first come first served basis with the requirement that all materials stored in these areas be registered by the Owner with the Front Desk Staff prior to placing owner property in these areas. Upon registration, the owner will be given a serialized decal to be placed on their property to indicate that they have properly registered their property. All property in these storage areas that do not display a decal by December 31, 2019 will be removed from such storage location, held for another 90 days after which time if said property is not claimed, will be disposed of by the Association in a manner it chooses.
- All stored Owner property must be on one of the Association's provided racks. Storage in other areas including the floor below or around the Association's racks is not allowed. If no rack space is available, the Owner must store the item in their Residential Unit or off-site.
- One Residential Unit may only use up to two individual storage racks spaces, on a first come first served basis, in any combination of bicycles, paddleboards or kayaks.
- These storage spaces are for defined items (paddleboards, kayaks or bicycles) that are too large to store in other spaces. If a paddleboard or kayak is inflatable, it does not qualify for storage in an Association rack. The owner of these items will need to deflate these items and store them either inside their assigned Owner Storage Unit, or inside their Residential Unit.
- Storage of Owner equipment in these areas is at the sole discretion of the Owner. The Association shall not be responsible for any theft, damage or liability caused by the storage of this equipment by Owners.
- These storage areas are provided for Owners that utilize this personal equipment on a regular basis. These are not meant to be long term storage racks for

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Owners to place and forget items. All Owner equipment stored in these areas needs to be maintained in an orderly manner to prevent heavy accumulations of dirt, mold, disarray or unsightly conditions.

- The Association reserves the right to charge a monthly user fee from those owners that utilize these storage spaces.

If Owners store their bicycles, paddleboards or kayaks in their Residential Unit, Owners shall move these items only in a service elevator to the garage level and such items are never allowed in the Lobbies.

**C5. ANIMALS.** *Owners of Residential Units are granted a license to have one dog or one cat within their Units. The maintenance of a pet by Residential Unit Owners is a license and not a privilege and is subject to such Rules and Regulations as the Board of Directors may, from time to time, adopt, including without limitation the size and weight of dogs and cats, the obligation to leash all dogs and to clean up all animal waste. Any pet which becomes a nuisance may be removed from the property and a Residential Unit Owner's failure to remove a pet from creating a nuisance shall be subject to fines for each day which the Residential Unit Owner fails to abide by the Board's decision. Notwithstanding the foregoing, Guests are not permitted to have pets within the Unit, Condominium or Association Property. (Declaration 10.15).*

Owners must have their pet on leash and under control at all times while outside of the condo. Pets are not allowed in the pool, pool area, beach, crossovers, BBQ areas, social rooms, fitness centers, theater or lobbies. Owners must take pet from the Residential Unit to the garage level via a service elevator, then to one of the designated pet areas (East Pet Area or West Pet Area) to relieve themselves or for exercise. All droppings shall be picked up in a suitable container and disposed of appropriately. Owners must remain present while pet is in Pet Area.

**C6. HARD SURFACE FLOORS.** *Installation of hard surface floor coverings such as tile, marble, wood and the like in any portion of the Unit (or Limited Common Elements appurtenant thereto, including without limitation, any patio or balcony) other than foyers, bathrooms, and kitchens must be submitted to and approved by the Board of Directors, and if approved, meet all sound installation standards as established by the Board of Directors from time to time and also meet applicable structural requirements. Further, approval shall only be granted if appropriate materials are used in the installation of the flooring so as to minimize sound transmission. The installation of any improvement, or heavy object must be submitted to and approved by the Board of Directors and must be compatible with the overall structure and design of the building. The Board of Directors may require a structural engineer to review certain of the proposed improvements with such review to be at the Owner's sole cost and expense. In addition, the Board shall have the right to specify the exact material to be used on balconies. Owners will be held strictly liable for all violations of these restrictions and for all damages resulting there from and the Association has the right to require immediate removal of such violations. Declarant makes no representations or warranties with respect to the sound transmission qualities of the Units. Each Owner by acceptance of a deed or other conveyance for its Unit hereby acknowledges and agrees that sound transmission in a multi-story building such as the Condominium is very difficult to control and that the noises from adjoining or nearby Units, the Limited Common Elements or mechanical equipment can often be heard in another Unit. The Declarant does not make any representation or warranty as to the level of sound transmission between and among the Units and other portions of the*

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*Condominium Property and each Owner hereby waives and expressly releases such warranty and claim for loss or damages resulting from sound transmission. (Declaration 10.19).*

Owners must follow the latest version of Policy & Procedure **9.0 Hard Surface Flooring**, which is available on the Owners Website. Failure to comply will result in the maximum fines allowed by the Florida Statutes and/or the required removal of the hard surface flooring at Owner's expense.

- C7. HURRICANE SHUTTERS.** *The Board of Directors may, from time to time, establish hurricane shutter or laminated glass or window film specifications which comply with the applicable building code and which establish permitted colors/tints, styles and materials for hurricane shutters, or such laminated glass or indoor window film. Subject to the provisions of the Declaration, The Association shall approve the installation or replacement of hurricane shutters or laminated glass or window film, as applicable, conforming with the Board of Director's specifications. The Board of Directors may, with the approval of the majority of the voting interests of the Condominium, install hurricane shutters or laminated glass or other indoor window film and may, (without regard to the approval of the Membership), maintain, repair, or replace such approved shutters or glass, whether on or within the Common Elements, Limited Common Elements, Units; provided, however, that if laminated glass and/or window film, in accordance with all applicable building codes and standards, are architecturally designed to serve as hurricane protection is installed, the Board of Directors will not install hurricane shutters in accordance with this provision. If shutters are permitted, all shutters shall remain open unless and until a storm watch or storm warning is announced by the National Weather Center, or other recognized weather forecaster. A Unit Owner or occupant who plans to be absent during any portion of the hurricane season, must prepare a Unit prior to departure, by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit, or should the Unit suffer hurricane damage, and furnishing the Association with the names of such individuals or firms. (Declaration 10.20).*

Owners must obtain prior written approval of the Board before installing hurricane shutters.

- C8. WINDOW COVERINGS.** *The window coverings of all Residential Units shall be white or off-white when viewed from the exterior of the Unit. (Declaration 10.21).*
- C9. LEASING.** *The Units are subject to the following lease restrictions: (i) a Unit may not be leased for a period less than seven (7) days and (ii) a Unit may not be leased to an individual who is less than twenty-five (25) years old. Subject to the foregoing restrictions, any Owners may lease his or her Unit on such terms and conditions as such Owner may determine, provided that the lessee shall be bound by all terms and conditions of the Condominium Documents. If the lessee fails to comply with the Declaration and all Rules and Regulations issued in connection therewith, the Association shall have the right and power to evict the tenants. The Unit Owners will be jointly and severally liable with the tenants to the Association to repair any damage to the Common or Limited Common Elements or Association Property caused by lessee. A Unit Owner may not lease or otherwise grant a license or use right for its parking rights, storage locker or cabana. Cabanas may not be used for overnight stays. (Declaration 10.04(b)).*

A Unit may not be leased for a period less than seven (7) days for one single reservation. All rentals entities must follow the latest version of Policy & Procedure **12.0 Rental Entities Operating at Indigo**, which is located on the Owners Website.

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- C10. ASSESSMENT LATE CHARGES.** *If an Owner fails to pay to the Association any Assessment or other amount due to the Association as and when the same becomes due, the Owner shall pay to the Association interest on such unpaid amount at the highest rate permitted by law, or such other rate as the Board of Directors may establish from time to time, from the due date of such unpaid amount until the date paid. (Declaration 16.03).* Indigo will charge the maximum interest allow by law, said amount at present being 1.5% interest per month on any unpaid Association Assessments balance. Association Assessments are due on the 1st of each month and will be given a 10-day grace period to receive payment. After such grace period, all balances due shall incur a 1.5% interest on Assessment balance until the date paid.
- C11. ADMINISTRATIVE FEES.** There will be an administrative fee for check-in of all units, except owners and their immediate family. All unit door keys will be coded for a minimum of seven (7) consecutive days only for rental reservations. Immediate family, for the purposes of these Rules and Regulations, is defined as current spouses, parents, direct in-laws, grandparents, children, siblings, and grandchildren. In the event that guests of the Owner are staying in the unit, two room keys will be issued to allow access to the unit. The owner will provide the parking passes, owner's wristbands, and keys. If a packet is required with keys, wristbands, and parking passes, a \$50 administrative fee will apply. Per the Policy & Procedure **12.0 Rental Entities Operating at Indigo**, a \$75 administrative fee will apply for certain Owners that utilize the Indigo Front Desk for check in of their guests.
- C12. EVENT RESERVATION.** Owners are allowed to reserve certain Common Elements for private events, such as weddings for Owners or their immediate family members ONLY. For purposes of this rule, immediate family is defined as spouse, parents, direct in-laws, grandparents, children, siblings, and grandchildren. No private event or weddings shall be allowed in the Common Areas or beach from Memorial Day weekend through the end of Labor Day week. Bands and other music shall be stopped at 10:00 PM. Loud Music will not be tolerated, and Association reserves the right to mandate the volume be turned down if complaints are received from Owners or Guests. The East or West Social Rooms can be reserved for such event as long as the event participation does not exceed the room capacity rating. The defined capacity of the East Social Room is 84 persons and the West Social Room is 58 persons. If weddings or events are held on the beach, the beach must be cleaned up of all debris such that it meets the definition of No Trace Left. Beach use must not be on any dune areas. If outside grassy areas are desired for such an event, the defined location for tables, tents, DJ's, Bands, etc. is in the grassy area south of the West Tower only, provided beach crossovers and walkways are not obstructed by the event. No food or drink is permitted within the fenced pool area. No glass containers (glasses, serving dishes, and dining plates) of any type are allowed within the fenced pool area. Association will provide a parking attendant billable to Owner. Parking will be permitted on the lower parking lots on the north side of Property or the lot north of Perdido Key Drive only. Parking in the garages is limited to vehicles with BLUE parking passes. Guest supplied alcohol beverage service will be allowed with proof of sufficient liability insurance. Owners will be charged a cleaning fee deposit of \$500. Once the area has been returned to its previous condition, the deposit

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may be partially or fully refunded to the Owner, at the sole discretion of the Association based upon the condition of the room.

**C13. RULE CHANGES.** *Rules and Regulations concerning the use of the Condominium Property may be promulgated, modified, amended or terminated from time to time by the Board of Directors. The Association reserves the right to implement rules and regulations further restricting the use of certain Common Elements and Association Property, including without limitation the use of certain elevators by Guests. (Declaration 10.23).*

The Board reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in its opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order for the Condominium Property and to assure the comfort and convenience of Unit Owners, Owner Guests and Renters. Any changes to these Rules proposed by the Board that affect the "owners use" of Common Elements or their Residential Unit shall be provided a minimum of 14-day notice of the agenda item being placed on a Board Meeting prior to such proposed approval.