

Indigo Pines Condominiums Rules and Regulations

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Introduction

In accordance with the Declaration of Condominium and Bylaws of Indigo Pines Condominium Association (IPCA), the following rules and regulations governing our community have been developed. Fines and penalties may be levied for failure to comply with these Rules and Regulations. The Rules and Regulations outline the policies and guidelines established by the Board of Directors of Indigo Pines Condominium Association to help protect and provide a peaceful environment for our community.

It is the responsibility of the Board of Directors to administer and enforce the rules. However, it is the responsibility of each resident to cooperate and adhere to the rules of the Condominium. Residents are encouraged to report any violations of these rules to management.

In the event of a conflict between the provisions of the Declaration, Bylaws, or these rules and regulations, the Declaration or Bylaws shall control unless superseded by the City of Daytona codes.

Violations

Fines:

1st Violation: A written violation is issued. No fine shall be levied unless the Board determines that the nature of the violation is such as to be best deterred if a fine is imposed for a first violation.

2nd Violation: \$50.00 fine

3rd Violation: \$75.00 fine

4th and Subsequent Violations: \$100.00 fine (each)

Violations are cumulative even if the violations are of different policies. For any action or violation resulting in damage to a common element, the cost of replacement/repair will be charged to the owner in addition to a \$100 fine regardless of the number of violations. All violations that require change or repair to the unit must be completed within 14 days of the initial notification, failure to do so will result in additional violations and fines.

Parking Violations will result in the vehicle being towed.

Complaints regarding an alleged violation:

All complaints must be submitted (or forwarded on behalf of the tenant) by the owner on record of the unit in writing via either email to IndigoPinesCondos@gmail.com or by placing a completed complaint form in Box 99. 1 complaint per unit will be addressed per 30 days.

Maintenance requests/issues are not a complaint regarding an alleged violation and therefore are not subject to the limit of 1 per unit per 30 days. These should continue to be called or emailed to the office or in case of emergency/urgent called/texted to management or board member.

Visual Complaints:

For all visual complaints, a violation should be captured through a clear photograph for the Association's records, or by written confirmation that the violation exists by TWO individuals that are Board Members, Officers of the Association, or the Community Association Manager. For complaints regarding unapproved items in breezeways, on balconies, stairs, etc., they are the exclusive purview of the Board, Officers, and Manager and will be monitored by them as needed.

Noise Complaints:

For all noise complaints (e.g., loud music, dog barking), a sound recording of the noise should be taken by the complaining homeowner/resident for the Association's records or submitted as a police report recorded by a Daytona Beach Police Officer in accordance with the City of Daytona Beach Ordinances.

Quiet Hours are 11 pm to 7 am daily.

Non-Homeowner Residents:

All non-homeowner residents are required to abide by the rules and regulations of the Association and fines may be assessed if they fail to do so. Homeowners are ultimately responsible for any fines incurred by their non-homeowner residents and guests.

Violation Appeal Process:

The Compliance Committee is the deciding factor on penalties. Once the Board levies a penalty, the affected homeowner will have 14 days to meet with the compliance committee for a hearing. 14 days from the date the notice of the initial penalty was sent to the owner, the committee will vote to either approve or reject the levied penalty. If the owner does not request a hearing, the committee will base its decision on the information submitted by the Board. Any fine approved by the Compliance Committee is due 5 days from the date of the meeting.

Compliance Committee:

The Compliance Committee is a committee of at least three members appointed by the Board who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. Any member of the committee that has filed the violation, received the violation, or lives in a building affected by the violation, is required to remove themselves from discussion and decisions regarding that violation.

Failure to Pay a Fine:

The Association does have the ability to suspend a homeowner's (and non-homeowner resident's) common element use of rights and voting rights. Further, the Association may choose to use a collections agency to collect past due fines. Lastly, the Association may prevent the homeowner from renting their unit if past due fines have accrued.

Rules and Regulations

Motor Vehicles

1. All Motor Vehicles, except trailers, shall be parked in a marked parking space.
2. No unregistered or inoperable vehicles shall be moved onto or kept on Association property.
3. All Owners leaving a vehicle on the property when not in residence must leave a key with a neighbor (and let the office know who has it) or the office, to move the vehicle for pressure washing, plumbing repairs, or other necessary work.
4. No motor vehicle may be disassembled, nor any repairs made on Association property, except the changing of a flat tire, jumpstarting, replacing a battery, or replacement of a windshield.
5. No vehicle shall be parked in such a manner as to impede or prevent ready access to fire lanes, garages, driveways, sidewalks, or other common or private areas.

6. The speed limit on the Association property is 10 MPH and all vehicles should be operated in a safe manner.
7. Washing or rinsing vehicles with soap or any cleaning agent is prohibited. Only self-contained detailing vehicles are permitted in the designated area.
8. No motorized vehicles are allowed in breezeways or inside units. E-bikes may be put in the Bike room.
9. No Drones.
10. Parking Passes Required:
 - a. All vehicles parked overnight on the property of Indigo Pines Condominiums are required to have and display, in a manner visible by an individual walking or driving past the vehicle, a parking pass issued by the Association.
 - b. Commercial/Vendor vehicles (defined as a vehicle displaying the name and nature of the business on the vehicle along with contact information) are exempt from pass requirements when on the property for the purpose of performing work in any common element or unit, during normal working hours while work is being performed or during an emergency service call after hours. Any vehicle needed to perform work that does not display the name and nature of the business with contact information must have a parking pass. Vendor vehicles are permitted to be parked on the property due to the new HB 1203. No box trucks or refrigerated vans are permitted. The law allows work vehicles that aren't commercial motor vehicles to be parked without restrictions. Commercial vehicles are defined as vehicles that weigh more than 26,000 pounds.
11. Passes for Residents:
 - a. All owners and approved tenants, of 6 months or longer lease, on record, will be provided with a pass in the form of a sticker or a hanging pass for vehicles registered with them. The sticker must be displayed on the back window of the vehicle. No obstruction of the sticker from view is permitted. The hanging pass must be displayed on the rear-view mirror. The owner or resident must present a driver's license, registration, and proof of insurance for Association records for a pass to be provided. This pass grants the resident the right to park on the property under the following provisions: **Each unit has 1 space, if there is only 1 vehicle registered to the unit, it must use that space**, if there are 2 vehicles registered to the unit, 1 vehicle must park in the assigned space for that unit, and the 2nd vehicle may then use an unassigned space. If appropriate, an owner may allow their guest or neighbor to park in their assigned spot while they park in an unassigned space, provided the assigned space is not unused beyond appropriate time periods for the individual using the space to go to work, run errands, etc.
 - b. Residents with a lease of more than 6 months or owners utilizing a vehicle for more than 6 months (borrowed/rented), will be provided with a pass in the form of a hanging pass. The hanging pass must be hung from the rearview mirror and remain for the duration the vehicle is parked on Association property. The pass is to be returned to the Association when the vehicle will no longer be parked on the property, the owner

sells the unit or the end of the tenant's lease. A lost pass will result in a \$25 replacement fee.

- c. Guest Passes: Each unit will receive a guest pass with their unit number on it, in the form of a reusable hanging tag to provide any overnight visitors to their unit. The tag must be hung from the rearview mirror and be visible anytime the vehicle is parked **overnight** on Association property. The guest pass belongs to the unit and must be returned to the office upon the sale of the unit, or upon a tenant moving out of the unit. A lost pass will result in a \$25 replacement fee.

Trailers/Motorhomes

1. Trailer Pass must be displayed.
2. Trailers must be parked in designated area between buildings 5 and 7.
3. The Association reserves the right to limit the total number of trailer/motorhomes permitted at a time. Motorhomes are permitted, but not to be inhabited.

Pets

1. All pets must be on a leash while outside of your unit on Indigo Pines Condominium Association property. Leashes up to 8 feet long are permissible and **NO** retractable leashes due to safety concerns.
2. Pet feces must be picked up and disposed of in the dumpster or in your unit trash. Fines will be imposed if in violation.
3. Pet owners must abide by the City of Daytona Beach Ordinances.
4. Pets are not allowed on furniture in the Clubhouse.
5. Pets cannot be in the Pool area and/or black fenced in area of the Pool.
6. IPCA is a TNR (Trap, Neuter, Release) participant in the Daytona Beach TNR program. Feral cats registered in the program are, at the city's expense, spayed/neutered, vaccinated for rabies and distemper, and one ear is clipped for later identification. Residents are permitted to place food and water outside during daylight hours. Please contact the office for details.
7. Unit owners shall be responsible for all damage to Association property caused by their pets, children, tenants, or guests brought onto Association property. Owners are responsible for the behavior of their pets and enforcing the pet rules.

Community Health and Safety

1. **The Quiet time in the complex is from 11 pm to 7:00 am.**
2. All trash must be placed in a dumpster provided by the Association and no trash (including trash cans) shall be placed on any common element or limited common element at any time, including but not limited to the breezeways.
3. Recycling must be placed without a bag in the labeled recycling bins.
4. Bulk items (anything that does not fit inside the dumpsters) must be called into the office ahead of time and only placed out the day specified by the office.
5. Littering or disposing of cigarette butts (except for the smoking urns at the pool) is not allowed anywhere on the property.
6. Generators are prohibited.
7. **Water and Hot Water Tank must be turned off if the unit is vacant over 24 hours.**

8. Barbecue grills and other outdoor cooking equipment are not permitted except as provided by the Association.

Association Management

1. The Office must have up-to-date contact information for all owners, tenants and rental agents.
2. All charges and assessments imposed by the Association are due and payable on the 15th day of each month unless otherwise specified. Payment shall be made by one of the following:
 - a. Check or money order mailed to the address on the invoice or dropped in box 99, payable to the Condominium Association.
 - b. Lockbox through your bank
 - c. via direct debit/ACH
3. Unit Owners may request electronic or paper copies of Association documents in writing at the office. A charge may be made for copying or scanning paper documents. Information with security or privacy considerations may not be made available

Entry

1. Each unit owner is responsible for providing the Association with a set of working keys to their unit and updating keys, as necessary. In an emergency, the board's responsibility includes entering the unit by any means necessary. Any damage caused by measures taken to enter a unit due to the key provided by the owner not working, or a tenant's refusal to allow access, is the responsibility of the unit owner.
2. The members of the Board or Management, and any contractor or workman authorized by the Board or the Management, may enter any room or unit in the buildings at any reasonable hour of the day after notification (except in case of emergency in which case entry may be immediate and without notification) for the purpose of exercising and discharging their respective powers and responsibilities.
3. Interior Pest Control is provided annually by Dave's Pest Control. Notice of treatment will be sent ahead of the treatment and the owner may decline. Any owner needing additional treatment, may set up a time directly with Dave's at 386-767-7451, these treatments are covered under the Association contract for general household pests.

Exterior of units

1. **Additions, Alterations, Improvements**

- a. No Unit Owner shall make any structural addition, alteration, or improvement to any building, nor shall he/she paint or otherwise decorate or change the appearance of any portion of the exterior of any building without the prior written consent of the Board, except as provided for in these Rules and Regulations.

2. **Storm/Screen Doors and Windows**

- a. White screen doors may be installed at the owner's discretion and cost. Screen Doors must always be securely closed.
- b. Windows may be replaced at the owner's discretion and cost provided the replacements are the same color and size as current windows. Hurricane windows are recommended. The Unit Owner shall be responsible for any damage resulting from the installation, and for maintenance and/or restoration to original condition, and for any damage to the existing structure directly attributable to the addition. Window

coverings: Required and must be blinds, white or off-white facing outside, minimum 2-inch width of slats (vertical or horizontal), and in good repair.

3. Painting

- a. Front doors may be repainted using the paint color and type approved by the Board. Paint is provided by the Association upon request, however, there may be a delay if it is being used by other owners. No other exterior painting is permitted. All doors must be painted in the approved color.

4. Front Door Hardware

- a. Drop locks, peepholes, door knockers, doorbells (including video), and other hardware may be affixed to the front door at the owner's expense. The Unit Owner shall be responsible for any kind of damage resulting from the installation, and for the maintenance and/or restoration to original condition.

5. Signs/For Sale/For Rent/Other

- a. No "For Sale/For Lease" signs shall be placed in the windows. No signs of any type shall be placed on the common area, or to be visible from the common area, without the permission of the Board or by court order.

Use of the Common Areas

1. There shall be no obstruction of the common area, nor shall anything be stored in the common area without the prior consent of the Board, except as provided for in these Rules and Regulations.
2. Damage to the common area caused by the actions of a Unit Owner or the actions of his/her children, pets, guests or tenants including tenants children, guests, or pets; shall be repaired or replaced at the expense of the Unit Owner.
3. No clothes, sheets, blankets, towels, or laundry of any kind or other articles shall be hung out or exposed to any part of the common area.
4. The common areas shall be kept free and clear of rubbish, debris, litter, and other objectionable matters.
5. To permit all units to enjoy the outdoors and to place appropriate items for their enjoyment outside their units, the following items are permitted without additional approval: 1 doormat, and a total of 3 items consisting of chairs, benches, tables, umbrella stand or planters, with the following restrictions:
 - a. All access points to the breezeway and units must have a clear walkway at least 3 feet wide.
 - b. All fire extinguishers must be visible and accessible from walkways.
 - c. Any additional items brought out for use while individuals are outside must be taken back inside when not in use.
 - d. Approval of additional items may be requested from management and will be kept on file.
 - e. In the event of a hurricane, all items must be removed from the breezeway within 24 hours of a hurricane warning being issued for Volusia County.
 - f. The unit owner is responsible for ensuring items are removed for pressure washing and the Association is not responsible for any damage caused by the owner failing to do so.

6. Bicycles, toys, and other outdoor equipment may not be left in roadways, driveways, or lawn areas or indiscriminately strewn over the common area at any time.

Clubhouse Facilities

1. All facility use is at your own risk.
2. Clubhouse Doors will be locked 24 hours a day, 7 days a week. Only unit Owners will be provided with a key to gain access. Unit Owners are responsible for passing the key onto their tenants and to new owners upon selling. Replacement Keys are \$25.00.
3. Clubhouse hours are 6 am to midnight. An alarm fee of \$50 will be issued if the clubhouse is entered after hours.
4. All lights, fans, and equipment must be turned off, windows closed, and all doors locked before leaving.
5. No smoking indoors.
6. No wet swimsuits in clubhouse or gym.

Pool and Spa

1. Posted pool and spa rules must be obeyed.
2. No actions which can cause damage to furniture or equipment are permitted.
3. Incontinent or non-toilet trained individuals must wear a swim diaper in the water.
4. No noise loud enough to disturb others is permitted from the pool area during quiet hours (11 pm-7 am).
5. Gates must always remain closed.
6. Do not open the gates for anyone if they do not have a key.
7. Umbrellas must be closed, pool floats returned, trash placed in trash bins, and personal belongings removed when leaving the pool area.
8. No climbing over the fence or gates — you must have a key.
9. Only owners, tenants, and their guests are allowed in the pool area.
10. Children under 16 must be accompanied by parents or guardians.

Grill

1. Grill must be cleaned after use.
2. Propane must be turned off — Inform the office if empty.
3. All trash that has been in contact with raw meat must be disposed of in a dumpster or unit trash, it may not be placed in the grill/pool area trash bins.

Rentals

1. The City of Daytona Beach has zoned IPCA in a residential area not allowing for short term rentals. Meaning, all advertised rentals must be a minimum of 6 months or more.
 - a. All individuals, other than the owner of record, residing in a unit for 6 months or more, must be approved by the Association. No unapproved individuals will be provided with a parking pass. Approval will be granted by the office after receiving contact information, parking pass information and 1 of the following:
 - i. Proof of background check. All Unit Owners are responsible for who rents their Unit.

- ii. Confirmation the individual is an immediate family member of the owner (Parent, spouse, child, stepchild, sibling, grandparent, or grandchild).
 - iii. Confirmation the tenant will be cohabitating with the unit owner.
- b. The individual must not have been granted access to the unit prior to approval being granted.
- 2. The unit owner must provide the Rules and Regulations to all occupants of their unit.
- 3. All occupants and guests of the unit must comply with the Declaration, the Bylaws, and the Rules and Regulations.

Social Media

The rise of social media has added a new layer of complexity to the lives of Board members and Managers. Disgruntled residents can take to online forums to vent their frustrations, potentially creating misinformation and negativity around Board decisions. Hate speech, (which include harassing language, derogatory comments and/or sexually explicit direct attacks) and any content that contains self-harm or violence on an individual or group will not be tolerated by the IPCA. Violent and graphic content, nudity and sexual activity and sexual solicitation are also not condoned or permitted by IPCA. AI (Artificial Intelligence) generated content is not permitted on any IPCA formats. Indigo Pines Condominium Owners and Residents (Daytona Beach) is the only permitted Facebook page for IPCA.

It's important for residents to know that IPCA acknowledges frustrations, but social media is not the forum to use. Please contact the office or a Board member if you need to discuss your situation or in need of a complaint form.