

INDIES WEST

RULES AND REGULATIONS TABLE OF CONTENTS

FOR OWNERS, GUESTS AND LESSEES

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INDIES WEST

RULES AND REGULATIONS FOR OWNERS, GUESTS AND LESSEES

I. INTRODUCTION

These Rules and Regulations, as authorized by the Amended and Restated By-Laws of Indies West Association, Incorporated, should greatly help in the smooth functioning of our Association.

Copies of Rules and Regulations will be given to all unit owners, lessees, and their resident guests, as required reading, in order for us to live harmoniously together. A full package of the rules, with changes noted in italics, will be provided to each owner annually, if changes occur.

Every member should carefully read the Amended and Restated Declaration of Condominium and By-Laws under which we operate, as well as these Rules and Regulations. The Rules and Regulations do not supersede the By-Laws, your occupancy agreement, provisions of the Declaration of Condominium, or any other legal obligations. Compliance with these Rules and Regulations by members or by their guests, employees or children is the responsibility of the unit owners. In the event of repeated violations, the Board of Directors will review the problem with the owners involved. These Rules and Regulations take into account the rights of all members and their mutual conduct, consideration for others and obligations for maximum living satisfaction for all in this outstanding community.

Complaints must be presented in writing (signed) to the Property Manager's office if official consideration is desired. The Property Manager has the responsibility of enforcing the Rules and Regulations. If corrective action is judged beyond the scope of their duties, the Property Manager will refer such matter to the Board of Directors through the President for action.

II. OCCUPANCY AND OWNERSHIP

A. SALE OR LEASE OF UNITS

The Amended and Restated Declaration of Condominium contains provisions governing the sale or lease of a unit (Sec. 13 & 14).

Units may be owned by single owners, co-owners or corporations, partnerships or trusts. The intent of this provision is to allow flexibility in estate, financial or tax planning; not to create circumstances in which the unit may be used as short-term transient accommodations for several individuals or families.

B. USE RESTRICTIONS

The Amended and Restated Declaration of Condominium contains provisions governing the use of a unit (Sec. 12).

Units shall be used only for single-family residence.

1. Except for a bird in a cage or a fish in an aquarium, no pets are permitted in the buildings or on the grounds under any circumstances.

C. HOUSE GUESTS DURING ABSENCE OF OWNER OR LESSEE

All overnight Guests who are not accompanied by Unit Owners must be registered with the Association via the Property Manager and authorized by written instructions from the Owner to avoid having their presence challenged by other owners, security, or management. The Owner shall submit the names of all house Guests, the length of their stay, and their vehicle make and license plate number, in writing, in advance (form can be obtained from Association office via the Property Manager. Copy of form is attached in Addendum B). Failure to register a vehicle may result in the vehicle being towed from the Condominium without notice.

Please see section 12.3 – 12.7 for further details on Related and Unrelated Guests.

Each adult guest occupying a unit during the owner's or lessee's absence, including family members, will be required to read the Rules and Regulations and attest to his/her understanding of them with their signature. This will be done at the Property Manager's office. For example, three (3) adults occupy the unit; then three (3) signatures are required since the intent is for each and every guest to have a clear understanding of the Rules and Regulations.

D. LEASING OF UNITS

After approval by the Association as provided for in the Amended and Restated Declaration of Condominium (Sec. 13) no unit may be leased more than twice (2) in any lease year. In addition, an owner may lease his unit for a term of not less than ninety (90) days or more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted unless approved by the Board. If an Owner owns two (2) Units, then the Owner may only lease one (1) of those Units. No subleasing or assignment of lease rights by the lessee is allowed.

E. LOANING OR LEASING GARAGE SPACE DURING ABSENCE OF OWNER OR LESSEE

During the absence of owner or lessee, his garage space may not be loaded or leased to an Individual who is not a resident of Indies West.

F. GARAGES, STORAGE SPACE

Each unit shall have one garage and one storage space, bearing a related Unit number, in the building in which the Unit is located, which shall be a Limited Common Element. The maintenance, repair and replacement and insurance of the garage and storage space shall be a Common Expense. The Unit Owner shall be responsible for the general care of the appurtenant garage and storage space. For example, the Unit Owner shall undertake the day-to-day cleaning and care of the area, but painting or repairs shall be a Common Expense. The additional outside parking spaces are Common Elements which shall be used as provided by the Rules & Regulations of the Association.

The washers, dryers and water heaters located on the Condominium property shall be deemed Limited Common Elements appurtenant to the Units in the Building in which each washer, dryer, and water heater are located. The cost of maintaining and replacing each washer, dryer and water heater shall be a Limited Common Expense to be borne by the Units which have the exclusive right to use such Limited Common Elements.

All other areas in the garage space are a limited common element. How the space is used should be agreed upon with the 4 owners that share the common space. You are allowed to keep a small grill with a small propane tank in your garage for your use in the driveway area.

It is also important to keep your garage door closed at all times. It is no longer necessary to leave door open when doing laundry as all dryers are ventilated outdoors. Keeping doors closed are important for many reasons which include security, wind tunneling, ambiance (including your neighbors not having their view diminished from their apartments), and prevention of rodent access into the building.

If you choose to use an additional refrigerator in your garage you will be personally responsible for an added cost of \$75.00 per year.

G. INSTALLATION OF HURRICANE SHUTTERS

When an owner will be away for more than three (3) weeks between June 1 and December 1, the owner must advise the Property Manager so hurricane shutters can be installed. However, units offered for sale may have one or two sections of the shutters removed to assist in showing the unit. Installation and removal of shutters will be done once each year by employees of the Association during regular working hours and at no charge to owners. Charges for additional installation and removal of hurricane shutters will be billed to the owners by the Association. A schedule of charges for those additional services is available at the Association office.

Board approval for any type of balcony enclosure will not be granted if the owner's plans do not provide for a level of hurricane protection as specified by the Buildings Committee. This is for the safety of all owners and their property.

H. REMOVAL OF ALL OUTDOOR PERSONAL ITEMS DURING ABSENCE

Due to the potential of high winds and/or hurricanes that could cause damage to your units or others from flying debris, if your unit will be vacant between June 1 and December 1, it is necessary for all personal articles to be placed inside your unit. This would include all furniture and loose articles from your front and rear balconies unless your balconies are either enclosed or are protected with hurricane shutters. In addition any personal items on the outdoor landing and walkway should also be removed. Should movable articles be left outside, the Property Manager has the responsibility and authority to have the items moved into the unit and bill the owner for this service.

I. MODIFICATIONS, ALTERATIONS AND REMODELING

Material alterations, modifications, installations and substantial additions to the Unit and material alterations, modifications, installations and substantial additions to the Common Elements (including any Limited Common Elements) must be approved by the Board of Directors. In all cases the Unit Owner must provide the Board with not less than thirty (30) days written notice of the Unit Owner's intention, together with plans and specifications indicating the proposed construction. The Board shall indicate its approval or disapproval of the proposed construction in writing within thirty (30) days of receipt of the notice and all required plans. Please refer to the all of Section 11 in the Amended and Restated Declaration of Condominium and to Guidelines for Remodeling for complete details.

No work, except for carpeting, painting, and emergency repairs will be allowed during November 1 through April 30th.

Please note that violation of any of the rules and guidelines in this section may result in a fine.

J. OUTSIDE WORKMAN

Owners and lessees who employ outside contractors to have work done in their units in their absence should notify the Property Manager of the work to be done and should notify the contractor to check in at the Property Manager's office on arrival for instructions and clearance.

K. TILE OR HARDWOOD FLOOR COVERINGS (SECOND FLOOR UNITS)

To protect the rights of others with respect to reasonable sound level limits, it is required that any second floor unit owner planning to install ceramic tile or hardwood floor coverings submit details of his/her plans to the Board, in writing, for approval before installation. No approval will be given unless such non-resilient floor coverings are installed with an acoustic insulation layer of sound barrier backing to prevent noise transmission to the unit below.

Out of courtesy for your neighbors on the first floor and due to transmission of noise, any second floor units that have hardwood or tile floors please either place area rugs in highly traveled areas and/or wear soft soled shoes.

L. ARRIVALS AND DEPARTURES

At least one (1) week notice should, when feasible, be given to the Property Manager's office prior to arrival of an owner or lessee. The Property Manager's office should be given adequate notice of a scheduled departure when absence is anticipated to be more than one week. These notifications are necessary due to Property Manager either preparing your unit for your arrival by turning on your water, icemaker, and opening your shutters or ensuring your unit is securely closed up after your departure by turning your water off and making sure your shutters are closed. In addition, this also allows the Property Manager to either set up or cancel trash collection from your garage unit.

See Addendum F "Checklist for Leaving".

M. UNIT OWNERS RIGHT TO SPEAK AT MEETINGS

Meetings of the Board or a committee with the Association's attorney with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice, shall not be open to members.

Unit Owner participation is not permitted after reports of officers or committees unless a motion is made to act upon the report.

After each motion is made and seconded, the Chair will permit Unit Owner participation regarding the motion on the floor. A Unit Owner wishing to speak must first raise his or her hand and wait to be recognized by the Chair. While a Unit Owner is speaking, he or she must address only the Chair and no one else is permitted to speak at the same time. Generally a Unit Owner may speak only once and for no more than three (3) minutes unless there is no objection raised by a Board or committee member. Having spoken, a Unit Owner should wait to speak again until all other Unit Owners have spoken. The Chair will have the sole authority and responsibility to see that all Unit Owner participation is relevant to the subject motion on the floor.

Audio and video equipment which Unit Owners wish to utilize must not produce distracting sound or light emissions. Such equipment should be assembled and placed in position in advance of the meeting in a location that is acceptable to the Board or committee Chair. At least twenty-four (24) hours advance written notice shall be given to the Board or committee Chair by any Unit Owner that wishes to use audio or video equipment to record a meeting.

III. FACILITIES

Facilities of Indies West are for the use of members, lessees and their guests to the extent that such does not interfere with the rights of others. Noise and conduct objectionable to owners must be avoided. The clubhouse, pool and grounds are not to be used for groups outside Indies West, such as commercial, promotional fraternal, religious or scholastic organizations.

A. YARDARM (Clubhouse)

Hours 8 a.m. – 11 p.m. unless special permission is obtained from the Property Manager. The Yardarm doors are locked each weekday by the Property Manager at 5:00 p.m. and are locked all day Saturday and Sunday. You will need to enter using the key pad code during these times.

The Yardarm's purpose is to provide an area for entertainment and relaxation. The kitchen is equipped with a double oven, stove, refrigerator, dishwasher, sink, an ice machine in the pool area, dishes, silverware and lots of space for your use. Additionally, it has a living room area with sofas, chairs, card tables, piano, TV and books. The Yardarm can be reserved for your private use. There is a calendar on the kitchen counter that can be used to write in the day and time you wish to reserve the Yardarm.

For private parties and general usage of the Yardarm:

You are responsible for leaving the Yardarm in the same condition in which you found it, turning off all lights and locking all doors. Persons who have private parties are responsible for any damages which occur to the Yardarm. If you wish to have the Yardarm cleaned by a cleaning service, you will have to arrange at your expense.

If you borrow anything from the Yardarm, please return those items when you have finished using them.

WIFI access is available in the Clubhouse and Pool area and will appear as "Indies West Guest". No password is required.

B. SWIMMING POOL AND POOL AREA

Rules for this area are covered by Florida laws and Board of Health regulations. The sign posted at the pool outlines some of these. The pool is located behind the Yardarm (clubhouse). Bathing load is 26 persons.

1. Pool Hours: 9 am til Dusk (city code forbids night swimming due to lack of adequate lighting required).
2. There is no lifeguard so owners, lessees and their guests use pool at their own risk.

3. Shower prior to entering pool
4. Remove suntan oils, creams, etc. with soap – shower before entering pool.
5. Children under the age of twelve (12) must be supervised and accompanied by an adult at all times. Rubber pants are required over diapers.
6. Persons with skin disease and open cuts are prohibited from enter the pool.
7. Pool is for members, lessees and their guests only.
8. No running in pool area.
9. Do not remove or swing on lifeline.
10. No diving in pool.
11. No rafts, floats or water toys shall be put into the pool unless under the supervision of an adult.
12. No glass containers or drinking glasses are permitted in the pool area. (Shatterproof containers are permitted. Empty disposable containers shall be removed by users.)
13. Put underlying towel on furniture when using suntan oils, creams and lotions.

C. GRILL

Grills are located by the pool area for your use.

D. BEACH

The beach is accessible through any of the walkways between buildings A/B, B/C and C/D. There is water for washing off the sand at each of the beach steps by a small bench. Out of courtesy for owners of those buildings, please wash all sand off your feet prior to walking through entryways. Please be sure to remove all beach items at the end of each day. Items cannot be left on the beach overnight.

E. PLANTINGS

The Landscape Committee has developed a long-range plan to improve the landscape appearance of Indies West. Unit owners should obtain approval of the Landscape Committee before removing or planting *anything in common areas*. Pruning must only be done by an approved landscape company of Indies West.

F. MARINA AREA

Rental and use policies:

1. Requests for a slip rental are required to be made in writing to the Marina Committee, stating description of boat and the date the slip will be needed. The length overall (LOA) and beam must be provided, as measured by the owner, rather than manufacturer's specifications. This includes bow pulpits, railings, swim platforms, engines in the raised position or any other external projection. The draft of the vessel must also be provided. In no case can the LOA be more than 26 feet unless approved by the Board. The committee has the right to approve or disapprove a request if they feel the size or type of boat is unsuitable.
2. Slips are assigned by the Marina Committee as space is available according to the dates of requests, earliest to latest.
3. Slips can be rented only if a member is the sole owner of a boat or can show evidence that he is in the process of purchasing a boat. If the boat has joint ownership, both owners must be members of the Association.
4. A slip rental is automatically cancelled as of the date a lessee's unit is sold. Hence, the rental of a slip will not be transferred as a matter of right to a new unit owner. The new owner may request a slip after he acquires title to his unit. During the absence of a lessee, a slip may be loaned, but only to a resident of Indies West and with the approval of the Marina Committee.
5. The rental of a slip is an annual commitment effective the first day of each fiscal year, as billed by the Association. A member renting a boat slip must notify the Marina Committee of the effective date of the sale of his boat. If he/she does not plan to purchase another boat, he/she will be refunded any prepayment of his slip rental, provided there is another lessee available and willing to take over the lease. If he/she does plan to purchase another boat, he/she may retain his slip rental contract, without a boat, for a period of one (1) year. If, after a year, he/she has still not purchased a boat, the slip rental is cancelled and the slip becomes available for reassignment to another member.
6. The Marina Committee has the right to change or exchange any slip during the rental period in the interest of accommodating boats of various sizes and their suitability for various sizes of slips. In the absence of agreement, the matter may be referred to the Board of Directors for decision. Prospective slip renters will be placed on a waiting list if there is no slip available.
7. No more than one (1) slip will be assigned to each unit owner.
8. Lessee will make no changes to pilings or docks without Marina Committee's consent.
9. All walkways and dock area to be kept clear except when loading or unloading or working on boat; water hoses, electric lines and boat lines are to be neatly placed and coiled when not in use.
10. Rubbish, bottles, cans or any other debris shall not be thrown overboard in dock area, but carried to a trash container for proper disposal; no head to be emptied in Marina.

11. No one may sleep or live aboard boat while docked.
12. Engines, motors or engine-driven generators are not to be run unnecessarily while at dock.
13. Boats should be properly secured to pilings, plastic posts, cleats and rings. It is presumed that members in residence will inspect their boats regularly to be sure that moorings and electric lines are secured and that automatic bilge pumps are in good working order. When members are not in residence, regular inspections should be arranged with a responsible individual whose name and telephone number should be placed on file at the Indies West office. It is the responsibility of the lessee to update the information on the slip lease when changes occur.
14. Fire extinguisher, life lines or life rings must not be removed from station except in emergency.
15. The dock area in front of Buildings P and Q is provided for transfer of passengers and for short-term and emergency docking. Overnight docking is not permitted except in the event of an emergency, in which case the approval of the Marina Committee is required. In the absence of the Marina Committee, a Board member or Indies West Manager may grant such approval.
16. Fish cleaning table must be thoroughly washed and scrubbed down after each use.
17. It is strictly forbidden to transfer gasoline to boat tanks and to store gasoline for this purpose within the confines of Indies West, including the Marina; the attendant fire hazard is not accepted for coverage in Association property insurance agreements.

NOTE: The Board has passed the following resolution: **In the event of an official hurricane watch, all lessees in the marina must move their boats to other grounds away from Indies West.** If someone disregards this prohibition, they will be responsible for any damage done to their boat, their slip or any Indies West property.

LESSEE _____ DATE _____

INDIES WEST ASSOCIATION, INC

Paddle Board Rental and Use Policies

- 1. Requests for a paddle board slot rental must be accompanied by the lease along with a check for the rental amount.**
- 2. Paddle board storage slots are assigned by the Marina Committee as space is available according to the dates of requests, earliest to latest.**
- 3. Paddle board slots can be rented only by a member of the Association. The owner must mark each paddle board for identification purposes. The owner must mark the nose of the board with their unit number.**
- 4. A paddle board slot rental is automatically cancelled as of the date the lessee's unit is sold. Hence, the rental of a slot will not be transferred as a matter of right to a new owner. The new owner may request a slot after he acquires title to his unit. During the absence of a Lessee a slot may be loaned, but only to a resident of Indies West and with the approval of the Marina Committee.**
- 5. The rental of a paddle board slot is an annual commitment effective the first day of each fiscal year, as billed by the Association. A member renting a paddle board slot is requested to notify the Marina Committee when they will no longer be renewing their lease. Leases are paid in advance and there are no refunds for early termination.**
- 6. The Marina Committee has the right to reassign slots on the racks during the rental period in the interest of accommodating the various sizes of paddle boards. Prospective renters will be placed on a waiting list if there is no slot available.**
- 7. No more than two (2) slots will be assigned to each unit owner, unless approved by the Marina Committee.**
- 8. Lessee will make no changes to pilings or docks without Marina Committee's consent.**
- 9. All walkways and dock area are to be kept clear except when loading and unloading.**

Please initial that you have read policies _____

IV TRAFFIC

A. SPEED LIMIT

The speed limit in Indies West is ten (10) miles per hour. Watch for people walking and cycling on the paved areas.

B. PARKING

Owners and lessees shall use their garage for parking and not the limited outside parking spaces. (Diagram of open parking spots and layout of Indies West is attached in Addendum C)

1. Parking allowed only in designated areas defined in Addendum C
2. Owners must park their vehicle inside their garage with the garage door closed, except when laundry is in use and your dryer is not vented to the outside.
3. During the months of October through May due to the limited number of outside parking spaces, a unit owner may not use more than one designated parking space to permanently park a vehicle. A unit owner must have at least one vehicle parked in the garage.
4. Owners are not to have a car on the grounds if a lessee will have a car at Indies West.
5. Owners should arrange valet parking when having a large group of guests.
6. Daytime and evening parking, but not overnight, is permissible on the extension of Gulf Shore Blvd. N. leading to Indies West
7. Driving or parking on grass-sodden areas is not permissible at any time.
8. Recreational vehicles, trailers, boats on trailers, motor homes and work trucks cannot be parked on common property overnight, except in an owner's garage.
9. Open Parking – there are 39 spaces on the property.
 - a. These areas are to be used by owners, if they have a second car, and their guests, at any hour. These areas are identified by curbs in front of each space.
10. Owner Parking – these allow for 5 additional parking spaces during daytime only.
 - a. These areas are to be used by owners or their guests of the units within that quad. Due to the necessity of emergency vehicles needing access to these buildings, these areas are not allowed for overnight parking. These locations are:
 1. Each side of the driveway between E and F
 2. The South sides of driveways between F and G and G and H
 3. Alongside the Southeast side of the driveway to S and T
11. Owner Approved – these allow for 15 additional parking spaces.
 - a. Owners or guests of the owners of the following units are allowed head-on parking in front of their own garage doors provided they already have one vehicle inside their garage. These units are:
 1. D-3/4, J-1/2, K-1/2/3/4, L-1/2/3/4, and M-2/3/4
12. Parking of non-commercial pick-up trucks: Non-commercial pick-up trucks must be either parked in the owners garage or in the designated spaces behind building R.

Total outside parking spaces is 59

C. VEHICLES OTHER THAN AUTOMOBILES AND TRUCKS

For safety and security reasons, Indies West residents and their guests are urged to take care when operating motorized or non-motorized bicycles, motorcycles, scooters, skateboards, go-carts or similar conveyances on the Indies West roadways and sidewalks. Parents of children under the age of 13 must supervise such use at all times. Indies West assumes no responsibility for the safety of the operator of these vehicles.

Furthermore, the use of such vehicles is prohibited in the traffic circle (except when entering or leaving Indies West) and along the marina walkway in front of the R, S and T buildings. Use on the cement cap along the seawall is strictly prohibited at all times.

V. OTHER

A. LOUD SOUNDS

As a general rule, people should be considerate of others in the matter of loud sounds and noises. In addition to normal consideration, consider the following:

1. Radio, stereo and television sets are to be operated at the lowest volume commensurate with the listener's hearing ability. Operation of portable sets on the grounds of Indies West is prohibited.
2. Unnecessary motor vehicle noise within the grounds of Indies West is to be avoided, as well as extended "goodbyes" in driveways following evening social gatherings.
3. Unit owners having private parties in their unit need to be respectful of the rights of their neighbors by closing their doors and windows and avoiding loud noise. Private parties should end no later than 11:00 p.m.

B. TIPPING

Please refrain from tipping Indies West employees or vendors in their regular line of duties. Save donations for employees' and vendors Christmas Fund.

C. LAUNDRY

Do not hang laundry, bathing suits, etc. on porches, stair rails or balconies. Use washers and dryers provided in each building garage. It is not necessary to leave garage door open while doing laundry.

D. APPEARANCE OF THE GROUNDS

No boats, rafts or floats shall be kept on beach front or on any common condominium property. When not in use, swim gear, fishing and beach equipment shall be kept in owner's garage or unit storage area. Additionally, please do not leave items outside your front door, to include shoes, coolers, etc.

Condominium owners' trailers, boats on trailers, work trucks and motor homes will not be permitted unless stored in owner's garage. Recreational vehicles will not be permitted on condominium property overnight if they are of a size larger than would fit in an owner's garage.

E. TRASH COLLECTION

Trash is collected Monday, Wednesday and Friday. Recyclables are also collected on Wednesday. Place your garbage in the can in the garage or in the door on the side of the building if you have one. If you are not sure, contact the office. All trash must be in bags and will not be picked up if dropped in the can loose. Please make sure to place lids on cans and separate out all recycling.

Recycling is picked up every Wednesday and can be placed next to your regular trash container. It is not necessary to separate recycles – Paper and comingled recyclables can all be placed in the same container.

Paper is described as fiberboard containers, magazines, junk mail, office paper phone books, paper envelopes, newspapers and inserts.

Commingled Recyclables are described as aluminum cans, tin cans, glass bottles and jars, plastic containers #1 - #7 (no oil or chemical containers).

Plastic bags are not recyclable by the city. Grocery bags can be recycled at supermarkets.

Items currently not recyclable in the City of Naples are: foam, foam egg cartons, pots, pans, plates, dishes, glasses, garden hoses, plastic wrap, pizza boxes, tin foil, rigid plastic containers, fast food containers and wrapping including beverage containers.

F. ELECTRIC SHUTTERS

Some units have electric shutters. If you are not sure how to operate them, ask the office for instructions. Most of the buttons for operation can be found on a wall. Up to open, down to close. Other than that, they should be in the "neutral" position which is in the middle.

G. NIGHT FISHING

Night fisherman and observers are requested to avoid loud talking and undue noise.

H. GASOLINE STORAGE

The storage of gasoline in units or garages is absolutely forbidden in accordance with our safety and fire insurance coverage. Only the equipment storage area in the maintenance area is authorized to store limited quantities of gasoline for use in our power-driven equipment.

I. HURRICANE AND OTHER NATURAL DISASTERS

The Board of Directors and the officers, or any of them, are authorized, regardless of any other provision of this Declaration to take such action as may reasonable appear to be necessary under emergency conditions. This authority includes actions to protect life and property, to evacuate or shore-up structures and salvage property, to engage security to protect against looting or other criminal acts, and to alter the Condominium Property or Association Property as might be reasonable under the circumstances to protect the Condominium Property or Association Property from further damage or deterioration. This authority include the authority to expend any and all available Association funds, including reserves and to special assess the members. This authority also includes closing off entrance to the entire property from any homeowner.

J. DEFIBRILLATOR

This device is located outside the Yardarm (clubhouse) near the pool area attached to the back Wall of the Yardarm (clubhouse).

K. SECURITY GUARD

Indies West currently has a security guard on premise from 6 p.m. until midnight, 7 days a week from May 1 – October 31. In the event of an emergency, call 911.

L. OPEN HOUSE

An owner with a unit for sale or lease will not hold an "open house" for the general public to view the premises.

M. PROPERTY MANAGER

Indies West employs a resident Property Manager. The Property Managers office is located next to the Yardarm. The office hours are 8 a.m. – Noon and 1 p.m. to 5 p.m., Monday through Friday. The office phone number is 239-263-6905 and cell phone is 920-740-3583. The Property Manager may be reached on the cell phone during off hours in an emergency or if a situation or Question arises that cannot wait until office hours.

The office is equipped with a copy/fax machine for your use, for a small fee. Please see the Property Manager if you need something copies or faxed. The fax number is 239-263-6908 for Receiving faxes.

During your absence from Indies West, the Property Manager will see that your unit is checked every two weeks. A copy of the form used for these checks is Addendum G.

N. MAINTENANCE EMPLOYEES

Indies West has two full time maintenance employees who work under the direction of the Property Manager. Please report any maintenance issues such as outdoor lights not working, outdoor lights staying on too long or not long enough, cracks in buildings or doors, rotting wood, pavers being uneven, etc. to the Property Manager. The Property Manager will ensure that this work is addressed by the maintenance employees.

O. NOTIFIATION OF MEETINGS

The Board of Directors has designated the bulletin board outside of the Yardarm in the pool area to be the location for all meeting postings. Most meeting postings will be made 48 hours in advance of the meeting. The exception is for the Annual Meeting or a Meeting for Special Assessments, which will be posted 14 days prior to the meeting.

P. WATCHING OUT FOR YOUR NEIGHBORS

We are a small diverse community with many age groups and social backgrounds. Some of us live here full time and some of us live here part time. Looking out for each other is one of many things that make living at Indies West special. With that idea in mind please help us ensure that our garage doors are closed after hours. If you are walking around and notice someone's garage door is open after 9 pm., please be kind and close the door.

Q. EMOTIONAL SUPPORT ANIMALS

Under the Federal and State Fair Housing Acts, an owner or resident who is disabled/handicapped may request reasonable accommodation(s) in the Association's rules, policies practices, or services when such accommodation(s) may be necessary because of his/her disability/handicap.

R. USE OF DRONES

This policy applies to anyone operating a UAS (drone) over the Indies West property.

Drones may be operated between the hours of 9 am and 30 minutes prior to Sunset.

A drone must be registered with the Indies West office PRIOR to its use on the property, including owner's name, address, phone number, age, drone's FAA registration number and owner's intended schedule, (i.e. When they will be in residence and therefore potentially using the drone.) Each operator will sign the registration form which includes indemnification, fiscal responsibility, and liability responsibility language.

Operators must be 16 years of age.

Operators of drones are solely responsible for any damage caused by the use of the drone, and any expense related to the retrieval of the drone, e.g. drone is stuck in a palm tree or on roof. Operator indemnifies Indies West Association from any financial or legal liability related to the use of the drone.

Operators of drones must immediately report any accidents involving people or damage to property to the Indies West office manager.

As with all things at Indies West, we encourage direct dialog if there are concerns about the operation of a drone at the time of the concerns. If that does not alleviate the concern, communication to the office manager is appropriate.

INDIES WEST

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BUILDING COMMITTEE MISSION STATEMENT

The Indies West Building Committee operates on the premise that owners in our complex share a mutual interest and desire to preserve the value, integrity and general appearance of our buildings and grounds. Our goal is to exhibit a standard of excellence consistent with residences located in the Moorings area.

To achieve our goal, we will adhere to guidelines established under Indies West's Declaration of Condominium, Association By-Laws, Rules and Regulations and Guidelines for Remodeling. The Committee will base decisions and take action with the best interest of the entire community being paramount. A cost vs benefit analysis, along with strict enforcement of our Guidelines for remodeling will prevail when discussions, decisions or disputes regarding standards or specifications arise.

We have standards and specifications for many elements of the complex including windows, doors, glass sliders, exterior paint, roofs, shutters, attic air handler installation, etc. Recognition and adherence to these standards is the responsibility of all unit owners, and the Committee will adhere strictly to these documented procedures.

**INDIES WEST ASSOCIATION, INC
GUIDELINES FOR REMODELING**

APPLICATION FOR REMODELING

GUIDELINES FOR REMODELING

- I. Before you sign a contract
- II. Participants in the process
- III. Purpose of these guidelines
- IV. Defining remodeling
- V. Remodeling permitted May 1 through October 31
- VI. Owner responsibilities before, during and after remodeling
- VII. Contractor responsibilities
- VIII. Association and Engineer responsibilities

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- I. Purpose of rules
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- I. New installations – Pans and Auto Shut Offs
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APPLICATION FOR REMODELING

The Owner and Contractor agree to abide by the following GUIDELINES FOR REMODELING.

Owner Name and Unit Number: _____

Proposed Project Start Date: _____

Proposed Project Completion Date: _____

(There will be a \$100/day fine for unauthorized work done after the Oct. 31 deadline)

Unit Owner Signature and Date: _____

Contractor Name and License Number: _____

Contractor Signature and Date: _____

Deposit Check No., Date, Amount _____

I. TYPE OF INSTALLTION (CIRCLE OR DESCRIBE)

A. Interior Remodel

- Kitchen,bath remodel or relocation _____
- Laundry appliance(s) addition or relocation _____
- Non-carpet floor coverings (2nd floor units) _____
- Wall removal or relocation _____
- Air conditioning equipment relocation _____
- Plumbing pipes or electrical relocation _____
- Other (describe) _____

B. Exterior Remodel

- Front or rear balcony glass enclosure _____
- Front or rear balcony shutter enclosure _____
- Front or rear balcony raised flooring _____
- Side window shutters _____
- Other (describe) _____

C. Restricted Remodel

- Alteration or removal of any concrete: _____
- Use of attic space above 2nd floor units: _____
- Exterior building components such as
Windows, doors, railings, wood shutters,
mail boxes, paint: _____

II. INITIAL MEETING: OWNER AND BUILDINGS COMMITTEE REPRESENTATIVE
Date, Participants and any specific comments: _____

III. REFERRAL TO ASSOCIATION CONSULTING ENGINEER: YES/NO
Date referred, by whom and reason for referral: _____

IV. APPLICATION APPROVAL: APPROVED/DECLINED
Date, by whom, signature and any comments: _____

V. INDEMNITY AGREEMENT: If necessary, obtain from the office. YES/NO

VI. CHANGE WORK ORDER APPROVAL: APPROVED/DECLINED
Date, by whom, signature and any comments: _____

List date/description of supporting documents (contract, shop plans, etc.): _____

VII. FINAL INSPECTIONS
Date and by whom: _____

VIII. COMPLETION APPROVAL
Date, by whom and signature: _____

GUIDELINES FOR REMODELING

I. BEFORE YOU SIGN A CONTRACT

These Guidelines restrict certain building materials and construction methods. Owners are encouraged to consult with their Contractors but should not execute a contract or permit ordering of materials until they have discussed the scope of their project with the Association's Buildings Committee Representative. (See Section VI – "Owner Responsibilities" below)

II. PARTICIPANTS IN THE PROCESS

These Guidelines require a cooperative effort by and between:

- The Unit Owners, their Contractors and Materials Suppliers, and
- The Association, its Buildings Committee Representative, Property Manager and Consulting Engineer.

More specific guidelines which pertain to Participant activities in the remodeling process are detailed as follows:

- For Owners: APPLICATION FOR REMODELING
- For Contractors: Appendix I – RULES GOVERNING CONTRACTOR ACTIVITY
- For Owners/ Contractors: Appendix II – SPECIFICATIONS GOVERNING BALCONY REMODELING
- For Owners/Abutters: INDEMITY AGREEMENT

III. PURPOSE OF THESE GUIDELINES

The Guidelines assist Indies West Owners in ensuring the:

- Upfront involvement of the Association in clarifying acceptable parameters for remodeling.
- Upfront understanding that future problems such as water leakage and concrete damage resulting from the remodel, and the remediation thereof, are the responsibility of the Owner and their contractor.
- Consistency of building exterior appearance.
- Mitigation of noise and nuisance to other owners.
- Understanding that the Association's Consulting Engineer is retained to protect the Association's interests, and not those of the Owner.

IV. DEFINING REMODELING

In general most remodeling can be characterized as either interior unit or exterior balcony glass/shutter remodeling.

Interior Unit Remodeling. The general cosmetic character of most interior remodeling does not intrude into the main load bearing and wind force resisting systems of the building. However to assure no structural issues are compromised and to mitigate to the extent possible nuisance to neighboring unit owners resulting from the addition/relocation of certain appliances, plumbing or flooring, this process will be approved and will be monitored by the Association.

Exterior Balcony Glass/Shutter Remodeling. Improvements involving the exterior of the building generally fall under the Components and Cladding requirements of the Florida Building Code. Most of these improvements will use materials from pre-engineered system manufacturers and/or opinions from a local structural engineer of record for built-up glass and exterior walls. Because of the need of several sources of engineering to complete the project, the Association retains a Consulting Engineer.

The above activities, as well as restricted remodeling activities, are detailed in the "Application for Remodeling" form.

Tradesmen performing emergency or normal course of business maintenance/repair/service of unit owner existing facility where work is expected for completion in less than one day are subject to oversight by the Property Manager rather than these Guidelines. Such tradesman would include plumbers, electricians, wall papering, air conditioning, telephone, cable TV, carpet cleaners, home cleaners, painters and carpet installers.

V. REMODELING IS PERMITTED FROM MAY 1 THROUGH OCTOBER 31 ONLY

The "Application for Remodeling" must be received by the Building Committee a minimum of 30 days before the work begins.

Unless approved by the Buildings Committee Representative in writing for a specified type of work and time frame, all work will adhere to the above dates.

Prior to the start of the remodeling (as defined in Section IV above), the unit owner must deliver to Indies West, a security deposit in the amount of the lesser of (1) one half of the total cost of the remodeling, or (2) \$5,000.00. If (1), the unit owner must also submit a copy of the signed contract with the contractor setting forth the total cost of the remodeling. The security deposit will be refunded upon completion of the remodeling. However, for each day from November 1 through April 30th, inclusive, on which construction takes place, Indies West may at its sole discretion retain and the unit owner will forfeit 50% of the deposit amount. The Association may also deduct from the security deposit an amount equal to the cost of correcting damage to the common elements in the event the contractor, its subcontractors, suppliers, employees or agents cause damage to the common elements, as well as any legal costs it may incur in enforcing the remodeling rules. Indies West, as it may deem necessary, may also take legal action against the unit owner to curtail remodeling from November 1st through April 30th inclusive. The security deposit will not be required in emergency situations or when the remodeling can be started and completed in one day or less, as discussed in Section IV above.

VI. OWNER RESPONSIBILITIES BEFORE, DURING AND AFTER REMODELING

Upfront meeting with the Buildings Committee Representative prior to signing a contract. This is the foundation block in the remodeling process and will be initiated by the Unit Owner to discuss the general scope of the Owner's project.

Obtain approval for work commencement, change orders and project completion. All require signature of the Buildings Committee Representative on the "Application for Remodeling" form, a copy of which will then be provided to the Owner. Contractor may not commence work until such approval is in hand and any work performed outside the scope of such approval is subject to corrective action.

Ongoing project responsibility rests with the Owner. The contractor may not substitute for the Owner with regard to Owner/Association issues. Nor will the Association substitute for the Owner with regard to Owner/Contractor Issues.

Fees for the Association Consulting Engineer will be billed to the Owner by the Association.

Future costs associated with the maintenance, removal and reinstallation of owner installed remodeling, including circumstances when the Association needs to maintain structural elements of the buildings, are the responsibility of the Owner and their successor owners.

Costs incurred by the Association due to the failure of the Contractor to cleanup the job site or repair damage to Association property during or after project completion will be paid by the Owner.

Owner and Contractor indemnify and hold harmless the Association from all costs, claims, actions and expenses, including attorneys' fees, related to or as a result of the construction and maintenance of the remodeling project as well as damage by Contractor to Association Common Elements or adjacent unit owner property.

VII. CONTRACTOR RESPONSIBILITIES

See indemnification clause under Owner Responsibilities above.

Pre-construction meeting with the Property Manager 2 weeks prior to commencing site preparation. This is the foundation block in the Contractor/Association relationship and will be initiated by the Contractor.

Project completion with all possible dispatch. Contractor is expected to commit sufficient workforce and organization to preclude drawn out or stop/go workflow.

Non-compliance with these "Guidelines" will result in verbal notification by the Property Manager of corrective action necessary, failing which the Contractor is in jeopardy of being ordered to vacate the job site.

Safety. If Association representatives determine a safety issue exists, whether or not due to Contractor activities, they may require the Contractor to suspend work.

VIII. ASSOCIATION AND ENGINEER RESPONSIBILITIES

The responsibilities of the above parties are exercised to protect the Association's common elements and interests and are not to be construed as an endorsement of Owner/Contractor plans, materials or workmanship.

Approvals. Decision initial, change order and project completion approvals.

Engineer process. Determine when to employ the Association's Consulting Engineer.

Inspections. Determine frequency of progress inspections and whether to be performed by the Engineer, Property Manager, and/or Buildings Committee Representative.

"Guidelines". Monitor compliance.

APPENDIX I
RULES GOVERNING CONTRACTOR ACTIVITIES

I. PURPOSE OF THE RULES

These "Rules" assist the **Property Manager** and the **Contractor** in ensuring that impact of construction activity on Indies West residents is minimized to the maximum extent possible.

II. PRE-CONSTRUCTION MEETING WITH PROPERTY MANAGER

At least 2 weeks prior to work commencement, **Contractor** will arrange a pre-construction meeting with the **Property Manager**. The agenda for that meeting will include at least the following:

A. **Contractor will provide to the Property Manager's satisfaction:**

- Copy of Contractor's license
- List of all sub-contractors and copies of their licenses
- Copies of all necessary County and City permits
- Certificates of insurance for the Contractor and each sub-contractor
 1. Signed and endorsed as currently in force by the agent responsible for maintaining the applicable coverage.
 2. Naming the Indies West Association, Inc. as an additional insured for the duration of the project.
 3. Including a clause requiring a minimum of 10 days notice to be provided to the Association before any termination or modification of such policy.
 4. with the following minimum amounts (or greater coverage and amounts if necessary to meet the minimum required by Florida law):

Public Liability	\$1,000,000
Worker's Compensation	\$100,000/\$500,000
Automobile Liability (including non-owned vehicles)	\$500,000

B. **Property Manager will review with the Contractor:**

- Scope and timeline of the project as stated on the "Application for Remodeling".
- The Association's "Guidelines". **Contractor** will sign and retain a copy.
- Activities likely to be disruptive to neighboring unit owners and/or Association property such as excess vehicles, construction equipment, scaffolding, excessive noise.

C. **Contractor will:**

- Designate the responsible on-site foreman-in-charge. Any directions or notice given by the **Property Manager** to such individual will be considered notice to the **Contractor**.
- Confirm familiarity with the existing building concrete structure.

III. DURING THE WORK PHASE

Work commencement and site preparation will not proceed until the Property Manager provides written notice of approval to Contractor.

Existing concrete will not be disturbed except as follows:

Contractor will take all due diligent measures to verify that all penetrating connections and fasteners avoid embedded conduit or other service items. Buildings are not post-tensioned. Location of each concrete fastener penetrating more than 3/4 inch into the slab shall first be verified by drilling 1/8 inch diameter pilot hole. Any obstruction encountered will require relocation of the fastener/connector.

Work hours are Monday-Friday 8:00 A.M. to 5:00 P.M.

All workers and vehicles must be clear of the Association property by 5:00 P.M.

Prohibited activities on job site or Association property include portable radios, alcoholic beverages and loud language or aggressive behavior.

Workers' dress code involves presentable professional appearance to the satisfaction of the Property Manager.

Parking – only 1 vehicle allowed in owner's parking area near unit. Designated overflow areas are the common parking areas a) east of buildings B and C and b) west of building Q (south of building R).

Contractor Signs are not allowed on the property.

Materials storage must be in Owner's unit or garage, but not in public view on balconies or against windows.

Dumpsters are not permitted on Association property without the approval of the Property Manager.

Toilet facilities must be provided by Owner or Contractor. If such facilities are provided by an outside service, the Property Manager will designate an appropriate location.

Scaffolding or other such work site equipment which encumbers neighboring units must be installed/dismantled no more than 2 days before/after actual work.

Daily cleanup of exterior stairwells/walkways and other Association areas impacted by the work including materials/dust/debris will be swept or water-hosed to the highest standard prior to the daily departure from the job site.

Final inspection of the Association areas noted above will be conducted by the Property Manager at project completion. Damage repair to common areas will be invoiced to the Unit Owner.

APPENDIX II

SPECIFICATIONS GOVERNING BALCONY REMODELING

I. SCREENS

Front balcony screens maintenance is the responsibility of the Owner. If the Owner glasses in the front balcony, screens may be replaced by sliding screens that are a part of the window unit.

Rear balcony screen maintenance is the responsibility of the Owner. Only if the Owner glasses in the rear balcony may screens be replaced by sliding screens that are part of the window unit.

SCREEN FRAME COLORS:

All screens that are installed by the Association will be bronze. Screens that the owners install that are part of a window unit also must be bronze.

II. GLASS WINDOWS

Set back of the glass from the safety railing will be 2 inches to allow Association maintenance, repair and painting of that system. The glass may not encumber the railing or the vertical space above the railing.

Glass panel dimensions will be in (a) single floor to ceiling panels or (b) horizontal floor panels up to railing height topped by panels to the ceiling with widths as noted below. Dimensions are close approximates as they may differ slightly with each unit.

Front balcony

Face: 4 panels of 48 inches (one side of support column) and 3 panels of 42 inches (other side of support column). Horizontal floor panels will follow these guidelines or be 2 panels of 96 inches (one side) and 1 panel of 126 inches (other side).

(a) Side (window): 1 panel 36 inches

Wood door: May not be replaced by window panel or alternate style of door

(b) Side for units A1,2; D3,4; I3,4; M1,2; N3,4; O1,2; P3,4; and Q1,2:

- first floor units: 2 panels 48 inches
- second floor units: 2 panels 52 inches

Rear balcony

Face (2 bedroom units): 4 panels 48 inches

Face (3 bedroom units): 3 panels 59 inches

Side: 1 panel 36 inches

Glass tinting (brown) is permitted provided that its color is light enough so as to not be appreciably noticeable from the exterior of the building when the panels are in the closed position.

GLASS FRAME COLORS The outside of all built-out front and rear balcony window and glass slider frames must be bronze.

III. SHUTTERS

When an Owner is both **glassing in and shuttering** a balcony, one or the other will carry both the impact and structural (wind force) requirements. This will permit our existing non-code shutter specifications and exterior appearance to continue unchanged.

Shutter placement will be on the outside of the building and shutters will be motorized.
Storm bars reinforcing the middle of the panels are not permitted.

A. Shutter panel dimensions will be single roll down panels with widths as noted below. Dimensions are close approximates as they may differ slightly with each unit.

Front balcony

Face: 4 panels of 48 inches (one side of support column) and 3 panels of 41 inches (other side of support column)

(a) Side (window): 1 panel of 36 inches

(b) Side for units A1,2; D3,4; I3,4; M1,2; N3,4; O1,2; P3,4 and Q1,2:

- first floor units: 1 panel 52 inches and 1 panel 44 inches
- second floor units: 1 panel 60 inches and 1 panel 44 inches

Rear balcony

Face (2 bedroom units): 4 panels of 48 inches

Face (3 bedroom units): 3 panels of 59 inches

Side: 1 panel of 36 inches

B. Component descriptions. To maintain consistency of exterior appearance, specifications for the following components are provided.

All sheet metal and metal parts to be aluminum (Al) or stainless steel to include castings, bolts, screws, hangers, braces, channels, rod, etc.

Slats of roll down shutter panels to be 1 1/2 inch or 2 inch.

Housing hoods to be preformed aluminum using ends of 9 inch square aluminum castings.
Exception: 2nd floor rear balconies use 8 inch square.

Side rails to be 2 and 1/2 inches wide and must lock to the above hood casting.

Mullions to be 2 inches X 3 inches width.

Bottom rails (to be drilled to allow water drainage):

- Front balcony: 2 inches wide
- Rear balcony: 1 1/2 inches wide X 2 inches high

C. Installation

Attachment of the housing – front balcony

Second floor units mount the housing underneath the roof overhang.

First floor units mount housing to the surface face of the second floor unit floor.

The normal thickness of the floor of the upper unit is 6-7 inches. This must be shared by the housing of the unit of the first floor and the shutter of the upper unit when it is lowered. The first floor housing will use 3 1/2 inches and the second floor unit 2 1/2 inches.

At the boundary, a 2 inch X 3 inch X 1/8 inch piece aluminum angle will be installed prior to installing any shutter housing to form a ledge (3 inches) with the 2 inch side vertical for attaching the lower shutters and for the top shutters to rest on.

The housing for the shutter for the first floor unit must be cemented to the concrete and then caulked to make this joint water tight. In addition, a strip of aluminum sheeting will be shaped as an angle and fastened to the concrete above the housing. This will be cemented to the concrete and the housing to furnish additional protection against water leakage.

Attachment of the housing – rear balcony

Both first and second floor units will mount housings in accordance with Engineer's approved drawings. The construction of the rear balconies of two bedroom apartments differ slightly from that of three bedroom apartments.

At the middle of the concrete floor slab of the upper unit, a 4 inch X 4 inch aluminum extrusion will be mounted. The housing of the first floor installation may not extend higher than the middle of the extrusion; that is 2 inches must be left for the second floor installation.

The housing for the shutter for the first floor unit must be cemented, caulked and aluminum strip sheeted as detailed above for the front balconies.

Electrical work must be performed by a licensed electrician.

Painting

Slats will be "fawn" color. Since this color may not be consistently defined by manufacturers, a sample will be obtained from the manufacturer and compared to existing Indies West installations for conformity and to be approved by the Buildings Committee Representative.

All aluminum components mentioned above that are exposed when the shutters are open will be the color of or be painted the Indies West dark brown building trim (baked enamel finish).

IV. ACOUSTIC INSULATION UNDER 2ND FLOOR TILE OR HARDWOOD FLOORS

APPENDIX III
SPECIFICATIONS GOVERNING A/C INSTALLATIONS

I. NEW INSTALLATIONS – PANS AND AUTO SHUT OFFS

Pans must be installed under new or moved air handlers to contain water leaks. Auto air handler sensors that detect water in the pans must also be installed.

II. LOCATE AIR HANDLER IN ATTIC (2nd floor units only)

Placement of air handlers in the attic in 2nd floor units requires modification to the attic framing. The detailed engineer specifications that must be followed are in the Indies West office. Space must be provided for servicing equipment.

III. ROOF CONDENSER FASTENING

Specifications are in the Indies West office for the installation of a new condenser on the Roof. The condensers must be attached to an aluminum frame which is attached to the roof Box.

The condenser must be secured to the roof box's eye bolts with cables. The cables must be Tightened using u clamps.

Semiannually the cable must be inspected by Indies West's air conditioning contractor to Verify that they are tight and in good condition.

TO: UNIT OWNER

FROM: BUILDING COMMITTEE

SUBJECT: REMODELING

ADDENDUM A

Effective Feb. 2011

Please familiarize yourself with the REMODELING GUIDELINES and complete the APPLICATION FOR REMODELING which must be submitted to the Building Committee at least 30 days before you plan to start remodeling.

Your Contractor must meet with the Property Manager 2 weeks before your project is to start to review the project, permits and our REMODELING GUIDELINES.

If you anticipate the necessity to enter your neighbors unit as part of the project, you must complete our INDEMNITY AGREEMENT with your neighbor. This form is available in the office.

ADDENDUM B

Please return this form to the office when completed

INDIES WEST ASSOCIATION
2200 Gulf Shore Blvd., N. Naples, FL 34102
Phone: 239-263-6905 Fax: 239-263-6908
E-mail: Indieswestnaples@gmail.com

REQUEST FOR GUEST OCCUPANCY

Guest Names: Please print names of all people staying in unit # _____
No more than 6 guests allowed at one time.

Note:

Number in party: Adults _____ Children _____

Relationship to Owner: Family _____ Guest _____

Occupancy from _____ to _____

Vehicle Make _____ License Number _____

Please provide a cell phone # where you can be reached during your stay _____

We/I agree to abide by the "House & Ground Rules" of the Indies West Association, Inc. --
A copy is attached.

Guest Signatures: _____

Signed in by Manager _____ Date _____ Time _____

PARKING MAP

DOCTOR'S PASS

MARINA

GREAT LAWN

GULF OF MEXICO

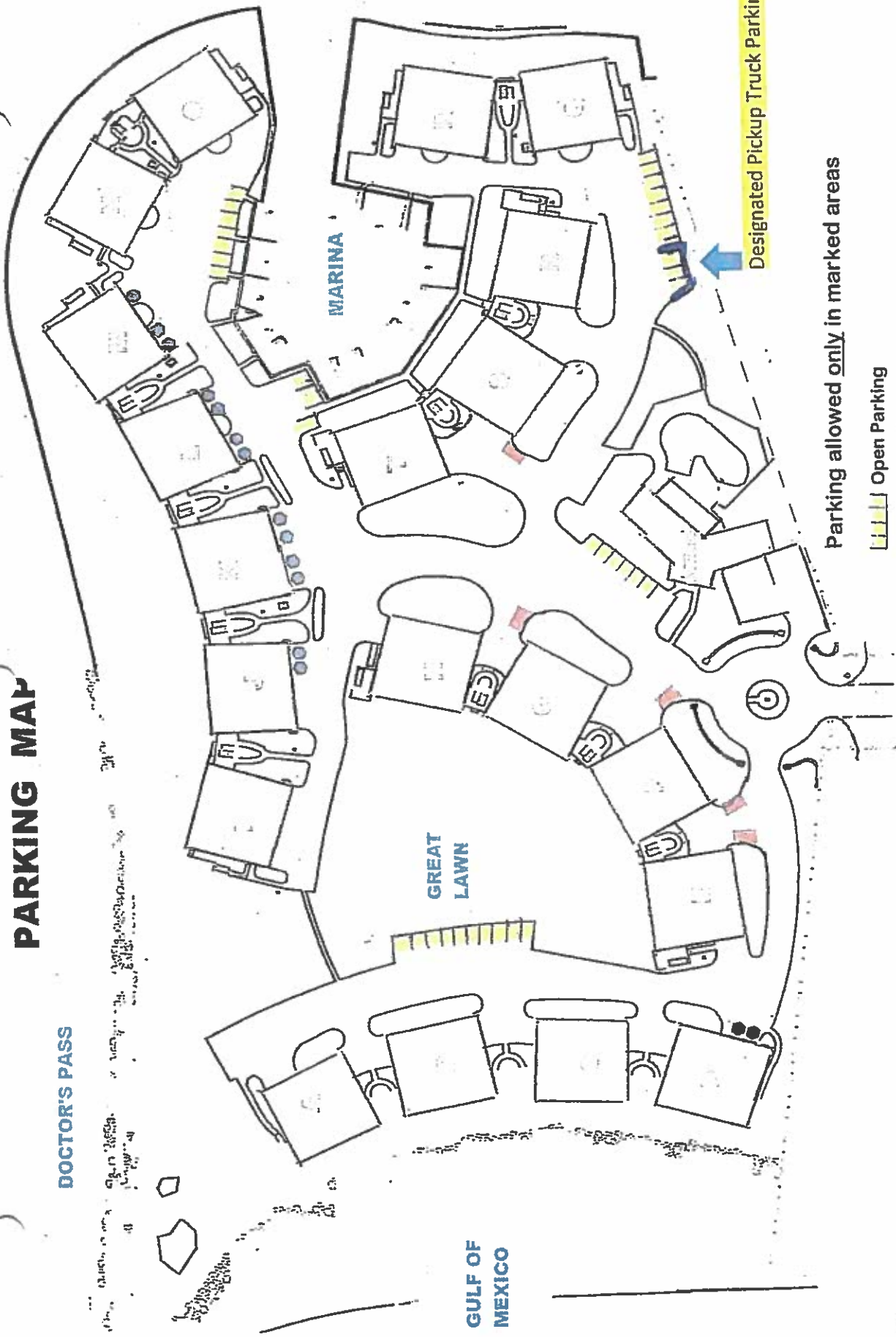
Designated Pickup Truck Parking

Parking allowed only in marked areas

Open Parking

Owner of unit or their guests

Daytime parking only for owners/guests
(To allow for access of emergency vehicles in evenings)



**CONDOMINIUM
UNIT-OWNER RIGHTS AND
RESPONSIBILITIES**

DEPARTMENT OF
BUSINESS AND PROFESSIONAL REGULATION
Division of Florida Condominiums, Timeshares
and Mobile Homes
2601 Blair Stone Road
Tallahassee, Florida 32399-1030
Telephone: (850) 488-1122
Facsimile: (850) 488-7149
Toll Free: (800) 226-9101 (in Florida only)

Web Address:
www.myfloridalicense.com



INTRODUCTION

The State of Florida provides a number of rights for condominium owners through Chapter 718, Florida Statutes (F.S.), also known as the Condominium Act, and the corresponding administrative rules, Chapters 61B-15 through 61B-24, Florida Administrative Code (F.A.C.). Along with these rights come various responsibilities that correspond to this type of community living. This brochure summarizes the rights and responsibilities of unit owners under the Condominium Act.

You should refer to the specific statutory section or rule for the exact language of each cited provision. You may visit www.myfloridalicense.com or contact the Division at the address on this brochure to obtain a copy of the statute or the rules.

RIGHTS

Unit Owners have the right to:

Meetings and Notices:

1. Notices of board and committee meetings must be posted conspicuously on the association property at least 48 hour before the meetings, except in the case of valid emergencies. Section 718.112(2)(c), F.S.
2. Attend board and committee meetings except meetings to discuss personnel matters or meetings between the board or a committee and the association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice. Section 718.112(2)(c), F.S.
3. Receive notice of meetings at which the board shall consider a special assessment or changes to rules concerning unit use. Notice must be by mail, electronic transmission, or personal delivery and posted on the condominium property at least 14 continuous days in advance. Section 718.112(2)(c), F.S.
4. Receive notice of the annual meeting along with an agenda, by mail, electronic transmission, or personal delivery and by posting on the condominium property at least 14 continuous days in advance. Section 718.112(2)(d)2., F.S.
5. Receive at least 14 days' advance notice of a budget meeting, along with a copy of the proposed annual budget, by mail, electronic transmission, or personal delivery. Section 718.112(2)(e), F.S.
6. Receive notice of any legal action by which the association may be exposed to liability in excess of insurance coverage so that unit owners may intervene and defend on their own behalf. Section 718.119(3), F.S.
7. Speak at board, committee and annual meetings subject to reasonable restrictions. Sections 718.112(2)(c), F.S. and Rule 61B-23.002(9), F.A.C.
8. Record board, committee or unit owner meetings subject to reasonable restrictions. Section 718.112(2)(c), F.S.; Rule 61B-23.002(10), F.A.C.
9. Receive written notification of any special assessment which must state the specific purpose(s) of the special assessment. Section 718.116(10), F.S.
10. Receive notice of a possible levy of a fine or suspension of use rights for a document violation at least 14 days prior to the meeting with an opportunity of a hearing before a committee of other unit owners before the board can impose the fine or the suspension. Section 718.303(3), F.S.

Elections:

1. Receive the first notice of an election no less than 60 days prior to the election either by mail or personal delivery. Section 718.112(2)(d)4.a., F.S. Rule 61B-23.0021(4), F.A.C.
2. Submit his or her name in writing as a candidate for election to the board no less than 40 days prior to the election. Section 718.112(2)(d)2., F.S. Rule 61B-23.0021(5), F.A.C.
3. Submit candidate information sheet no less than 35 days prior to the election. Section 718.112(2)(d)4.a., F.S. Rule 61B-23.0021(7), F.A.C.

2. Membership in the association and full voting rights as provided in the declaration of condominium. Section 718.106(2), F.S.
3. Use the common elements and association property without paying a use fee unless the declaration of condominium so provides, or the unit owners by a majority vote of the association approve of such a fee, or unless the charges relate to expenses incurred by an owner having exclusive use of the common element or association property. Section 718.111(4), F.S.
4. Use the condominium's common elements, common areas and recreation facilities together with their invited guests, in accordance with the condominium documents and properly adopted rules and regulations of the association. Section 718.123, F.S.
5. Inspect the association's official records subject to the reasonable rules adopted by the association.
 - a. The association must make its records available for unit owner inspection within five working days after receiving a written request.
 - b. The right to inspect the records includes the right to make or obtain copies, the reasonable expense, if any, of the unit owner. Section 718.111(12), F.S.; Rule 61B-23.002, F.A.C.
 - c. The right to inspect the records includes the right to use a portable device, such as a smartphone, tablet, portable scanner, or other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the association providing a copy of such records. The association may not charge a member or his/her authorized representative for the use of a portable device. Section 718.111(12)(c), F.S.
6. Receive a substantive written response to an inquiry submitted to the board by certified mail. The response must be sent within 30 days, or within 60 days if the board requests a legal opinion, or within 10 days of receiving the division's advice, if the board requests advice from the division. Section 718.112(2)(a)2., F.S.
7. Apply to the circuit court of the county in which the condominium is located for a receiver if the association fails to fill vacancies on the board sufficient to constitute a quorum. Section 718.1124, F.S.
8. Participate in the voluntary mediation or mandatory, non-binding arbitration processes to resolve certain disputes. Section 718.1255, F.S.; Rule 61B-45, F.A.C.
Vote to cancel any grant or reservation made by a declaration, lease, or other document, and any contract made by an association prior to turnover of control to the unit owners other than the developer. Section 718.302, F.S.
9. Bring action for damages or injunctive relief or both against the association, another unit owner, a tenant or invitee or a director who willfully and knowingly fails to comply with Chapter 718, F.S., the applicable administrative rules, or the condominium documents. Section 718.303(1) and 718.1255, FS.; Rule 61B-45, F.A.C.

ADDENDUM E

Frequently Asked Question And Answer Sheet as of 2017

Q. What are my voting rights in the condominium association?

A. Each unit has one (1) vote. There are eighty (80) units.

Q. What restrictions exist in the condominium documents on my right to use my unit?

A. Restrictions on the use and occupancy of a unit are set forth in the Condominium Declaration (Section 12). The restrictions include, but are not limited to:

- (1) Single-family residential use, in general, limited to Six (6) occupants;**
- (2) Restrictions on guests, related and unrelated;**
- (3) No pets permitted except for birds in a cage or fish in an aquarium located within a unit;**
- (4) Installation of hurricane shutters and removal of balcony furniture as provided in the Rules and Regulations;**
- (5) Enclosures and redecoration of balconies restricted;**
- (6) Owner's maintenance of unit in good repair;**
- (7) Owner, tenants and invitees shall not engage in or permit conduct or condition constituting a nuisance;**
- (8) Board's prior approval of purchaser or lessee required.**

Q. What restrictions exist in the condominium documents on the leasing of my unit?

A. In addition to the restrictions referred to in the preceding answer, restrictions are set forth in Declaration Section 13. The restrictions include, but are not limited to:

- (1) Sublease or assignment prohibited;**
- (2) Written lease to be furnished Board with at least thirty (30) days' notice of intent to lease;**
- (3) Term not less than ninety (90) days nor longer than one (1) year;**
- (4) Security deposit and transfer fee may be required;**
- (5) Lease of entire unit required.**

Q. How much are my assessments to the condominium association for my unit type and when are they due?

A. 2017-2018 assessments for each unit common elements is estimated to be \$10,000. There is also \$1,500 going into reserves. Owners are billed quarterly in advance

Q. Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, what are my assessments?

A. No.

Q. Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A. No

Q. Is the condominium association or other mandatory membership association involved in any court case in which it may face liability in excess of \$100,000? If so, identify each case.

A. No

NOTE: The statements contained herein are only summary in nature. A prospective purchaser should refer to all references, exhibits hereto, the sales contract and the condominium documents. The current Declaration of Condominium, Articles of Incorporation, Bylaws and House and Ground Rules of the association are attached hereto and hereby made a part hereof.

RECEIVED THE FOREGOING DOCUMENTS THIS _____ DAY OF _____, 20____.

ADDENDUM F

Checklist for Leaving

Advise Property Manager in advance of departures and returns

Make sure all windows & doors are locked.

Remove valuable items when you leave.

Advise post office of address change.

Stop newspaper delivery.

Turn down the volume on the phone.

Put telephone on vacation status (optional).

Leave the refrigerator on, but do not leave perishable food in it or in the freezer.

Empty and turn off ice makers.

Clean all portable appliances – remove crumbs from toaster to prevent bugs.

Do not leave any flour, crackers, bread or pasta products stored in cupboards. If you do, you are inviting bugs to feast while you are away.

Be sure all garbage is removed.

Prop open the dishwasher door to prevent mold growth from residual moisture.

Set a/c and humidistat to your preferred or recommended setting.

Unplug televisions, stereos and computer equipment. It is okay to unplug lamps if you prefer, but please leave any that come on with switches, plugged in.

Seal all commodes with saran wrap. Lift up the seat. This prevents water evaporation and traps sewer gases.

Flush all drains with hot water and pour in a small amount of bleach to keep insects and odors out of the pipes. If you leave a bottle of bleach on your countertop, the Manager will add a small amount each time the unit is checked and run water in the sink.

Close all drains with stoppers. If no stoppers such as in showers, use a cover and set a weight on it. (Ex: A mayonnaise jar lid and shampoo bottle for weight)

Bring in all outdoor personal items if you do not have storm shutters.

Property Manager will turn off main water supply and breaker for the hot water heater.
Property Manager will check unoccupied units every 2 weeks during the summer.

ADDENDUM G

INDIES WEST ASSOCIATION, INC.
Vacant Unit Inspection Sheet

DESCRIPTION	DATE	DATE	DATE	DATE	DATE
	INIT.	INIT.	INIT.	INIT.	INIT.
Check Mailbox					
Open Electric Shutters					
Temperature upon entry					
A/C or Heat Setting					
Humidistat Setting					
Check A/C for leaks					
Check breaker off for HWH					
Visual for water leaks					
Turn water on					
Run water in sinks					
Flush toilets					
Turn water off					
Check Refrigerator/freezer					
Ice maker off and empty					
No perishable food present					
Check for insects infestations					
Rat droppings					
Cockroaches					
Ants/Other					
Close electric shutters					
Turn off all lights					
Lock Door					
Note problems/repairs needed					

ENTRY RECORD FOR UNIT

ADDENDUM H

Anyone that enters this unit, (including vendors, realtors, contractors and employees) for any reason, must sign the register below:

[illegible]

When leaving, be sure all lights are off and door is locked. Report any problems to the office immediately.

Abbreviated Check List for Guests of Indies West

Welcome to Indies West, a condominium community of 80 unit owners. Thank you in advance for following the guidelines below which are designed for everyone's safety and living pleasure.

1. A "Request for Guest Occupancy" form must be filled out and returned to the office at your earliest convenience. Office hours are 8-12 and 1-4 Monday through Friday. There is a mail slot in the door you may use if the office is closed. We have a full time Property Manager. The office number is 239-263-6905 and her cell number is 239-777-9638. Please be sure to ask the Property Manager if You are not sure about something.
2. Our speed limit on the property is 10 miles per hour. Please make sure you drive slowly and be aware that small children could dart into the street at a moment's notice.
3. Parking is allowed only in areas that are marked with a cement bumper and in areas indicated on the attached parking diagram.
4. We do recycle. Recyclables are only picked up on Wednesdays. They should be set out in the Blue bin in your garage by 10:00 a.m. Glass, cans, plastic bottles, and paper can be comingled.
5. Regular trash is picked up on Monday, Wednesday and Friday. Place your garbage in the can in the garage or in the door in the side of the building, if you have one. Not sure - ask the office. All trash must be in bags. We will be unable to pick up any trash if it is dropped loose in the can. We will also be unable to pick up trash in the can if we see a lot of recyclable items mixed in with regular trash.
6. Some units have electric shutters. If you are not sure how to operate them, ask the office for instructions. Most of the buttons for operation can be found on a wall. Up to open, down to close. Other than that, the buttons should be in the "neutral" position which is in the middle.
7. We have a security guard on duty from 6-12 pm from May - Oct. 31st. In the event of an emergency, call 911.
8. There is a washer/dryer in the garage for your use. It is not necessary to leave the garage door open during use, as all dryers are vented to the outside.
9. Beach chairs, toys, etc. should be stored inside the unit or in the garage. Please do not hang towels or suits to dry over the outside railings. Also, please do not leave shoes outside your entry door.
10. The pool is behind the office/yardarm building. Rules for the pool are posted in that area. The Yardarm is the common room and has books, TV, and a fully stocked kitchen. There is a calendar on the kitchen counter to use for signing up to reserve the room.
11. The beach is accessible through any of the walkways between buildings A/B, B/C and C/D. There is water for washing off the sand at each of the beach steps. As a courtesy to units owners in these buildings, please wash all sand from your feet before walking through the entryways.
12. Please be considerate of others as it relates to loud noise from parties, TV's, stereos, etc. If you are occupying a second floor unit that has either hardwood or tile flooring, as a courtesy to your neighbor on the first floor, please wear only soft soled shoes due to the transmission of noise.
13. No more than a total of 6 people shall occupy a unit.

INDIES WEST

**Policy and Procedure for Disabled/Handicapped Owner or Resident
to Request Reasonable Accommodation**

Background

Under the Federal and State Fair Housing Acts, an owner or resident who is disabled/handicapped may request reasonable accommodation(s) in the Association's rules, policies, practices, or services when such accommodation(s) may be necessary because of his/her disability/handicap. For more information on the rules pertaining to requests for reasonable accommodation, please review the *Joint Statement of the Dept of Housing and Urban Development and the Department of Justice on Reasonable Accommodations under the Fair Housing Act at <http://www.hud.gov/fairhousing/affirmativeaction.cfm>*.

Objective

To establish policies and procedures for meeting the requirements of applicable state and federal law relating to disabled or handicapped individuals.

Policy

The policy of the Board of Directors of Indies West Association, Inc. is to make every attempt to provide reasonable accommodations to disabled or handicapped residents in accordance with applicable state and federal law.

PROCEDURE

Submittal of Request

A disabled/handicapped owner or resident should complete the Association's Request for Reasonable Accommodation and provide completed copies of the Affidavit of Treating Physician, Acknowledgement of Policy and Procedure for Disabled/Handicapped Owner or Resident to Request Reasonable Accommodation and Animal Registration forms. The completed forms should be delivered or mailed to Indies West Association, Inc., 2200 Gulfshore Blvd N., Naples, FL 34102. The Association will consider all requests for a reasonable accommodation and the use of the supplied forms will expedite the process.

Procedure for Reviewing a Request for Reasonable Accommodation

Upon receipt of the requested forms and information supplied for a disabled/handicapped owner or resident's request for a reasonable accommodation(s) in the Association's rules, policies, practices, or services, the request forms will be reviewed by the Board of Directors within 30 days of receipt and the owner, resident or applicant will be notified in writing of the Board's decision. If additional information is required by the Board, the review may take longer and the submitting owner, resident, or applicant will be so advised in writing. Additionally, it may be necessary for the Association's legal counsel to review the documentation submitted in support of a request for a reasonable accommodation which in turn, may prevent the Board from providing a decision within 30 days. If the matter is referred to the Association's legal counsel, owner, resident, or applicant will be notified in writing.

If the request is approved, any condition of approval will be provided in writing. If disapproved, the reason for disapproval will be provided in writing.

Guidelines as to when medical documentation is required and what type of medical documentation is required

The Association is entitled to obtain information that may be necessary to evaluate whether a requested accommodation is necessary because of the owner's or resident's disability/handicap. If a person's disability/handicap is obvious and if the request for accommodation also is apparent, then the Association will not request any additional information about the requester's disability/handicap or the related need for the requested accommodation.

If the requester's disability/handicap is not obvious, after reviewing the submitted request form, the Association may request reliable information that is necessary to verify that the requester has a physical or mental impairment that substantially limits one or more major life activities (which is the definition of a "handicap" under the Fair Housing Acts). If information on the requester's disability/handicap is requested by the Association, he/she is to provide information verifying that he/she meets the foregoing definition of "handicap," for example, by submitting proof that he/she is under 65 years of age and receiving Supplemental Security Income, Social Security Disability Insurance benefits, or private disability insurance benefits, or a physician with expertise in the area of the owner's proposed disability/handicap is to provide verification of the disability/handicap through the use of the Association's form 'Affidavit of Treating Physician'. The Association will supply the 'Affidavit of Treating Physician' form upon receipt of any request for a reasonable accommodation. If the requester's disability/handicap is obvious, but the need for the accommodation is not apparent, the Association may request information that is necessary to evaluate the disability/handicap-related need for the requested accommodation. In this case, the Association will request reliable disability/handicap-related information that is necessary to evaluate the disability/handicap-related need for the accommodation which may include medical records evidencing dates of diagnosis and treatment for the disability/handicap.

To the extent a disability/handicap is not permanent, the Association may request additional updated medical information as it deems necessary to determine if there is a continued need for the requested accommodation.

The Association may request advice from legal counsel concerning any owners' request for a reasonable accommodation. Owner consents to the disclosure of all documentation in support of the request to the Association's legal counsel.

Additional Information

An individual's need for an accommodation may change over time as a result of changes in the individual's own level of disability/handicap or impairment, treatments available to mitigate a disability/handicap or/or other circumstances affecting the individual. What qualifies as reasonable in one set of circumstances may not be reasonable or necessary in another. If and when circumstances change, it is your responsibility to notify the Association if you need, or no longer need, a reasonable accommodation.

Maintaining an Emotional Support/Service Animal

Should a request for a reasonable accommodation to the no pet policy be granted, the Association reserves the right, pursuant to Florida law, to withdraw this approval at any time should the emotional

support/service animal become a nuisance to others, which includes, but is not limited to: barking; biting; aggressive behavior; attacking; owner's failure to properly dispose of excrement or waste; walking the dog in prohibited areas; failure to comply with all state and local ordinances and statutes; not maintaining the animal on a leash at all times when outside of the unit; insect/extermination problems; or sanitation/odor problems. Additionally, the approval of the animal may be withdrawn if the requesting party is no longer disabled/handicapped. Further, the applicant/owner is required to provide updated medical information concerning his/her disability/handicap (if the disability/handicap is not permanent); current and annual vaccination, immunization and veterinarian records for the animal; all certifications or trainings the animal possesses and to maintain an identification tag on the animal. Failure to comply with any of these requirements is grounds to withdraw the approval of the animal. Owner is solely responsible for any and all damage caused by the animal, whether to person or property. Like all other members of the Association, you are required to provide the Association with proof of a currently effective policy of hazard and liability insurance on an annual basis pursuant to Florida statute section 718.111(11)(g)(2).

The emotional support/service animal is required to be walked in certain designated areas which may differ depending on the location of the unit and owner's disability/handicap. If the request is granted, the Association will provide you with the designated area for walking the animal.

All information received by the Association in conjunction with a disabled/handicapped owner's or resident's request for reasonable accommodation will be kept confidential in compliance with Florida Statute section 718.111(12)(c). If any resident or owner inquires as to why a special accommodation appears to have been made, the Association representative's response will be; "a Federal Fair Housing Act reasonable accommodation has been granted." No additional information will be provided regarding the nature of the disability/handicap.

I have received and read a copy of the Policy and Procedure for Disabled/Handicapped Owner or Resident to request Reasonable Accommodation and I agree to abide by the regulations. I bear full responsibility for the service/support animal.

Requesting Party's Signature

Date

Printed Name of Requesting Party

IW UAS (DRONE) REGISTRATION

DATE SUBMITTED: _____

Property Owner's/Guest Name: _____

Unit Number: _____

Non-Owners Name: _____

Company: _____

Purpose: _____

Anticipated Period of Use: _____

FAA Certificate Number: _____

Issue Date: _____

Expiration Date: _____

Acknowledgement of FAA UAS Rules:

By signing below, I acknowledge and agree that I have read the attached FAA Part 107 Summary of Small Unmanned Aircraft Systems and will abide by such rules and laws. _____ (initial)

Liability Waiver:

I, _____, hereby indemnify, defend, and hold harmless Indies West Association and each of the respective Owners of apartments at Indies West, 2200 Gulf Shore Blvd North, Naples, FL 34102, from any and all claims and liabilities arising out of my use of a UAS (drone) on or near the Indies West property. These include but are not limited to, property damage, personal injury or death and reasonable attorney's fees. I accept full financial responsibility in the case of any claim or liability caused by such use.