

## Frequently Asked Questions And Answers Sheet

**Indigo Condominium Association, Inc.**

As of March 27, 2019

**Q: What are my voting rights in the condominium association?**

A: Each Membership appurtenant to a Residential Unit shall be entitled to one (1) vote per Residential Unit; and each Membership appurtenant to a Non-Residential Unit shall be entitled to one (1) vote per Non-Residential Unit. (See Article V of the Declaration and Article VI of the Articles of Incorporation)

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

A: The Units are restricted to residential use. There are no age restrictions, except that persons under the age of 21 occupying the Unit must be accompanied by a person over the age of 21. No animals are allowed on the Condominium Property; provided however, that Unit Owners may maintain one (1) dog or one (1) cat at any one time. No fuel burning devices may be used, kept or stored on the Property, and no propane gas grills may be maintained in or outside the Residential Unit. Installation of hard surface floor coverings, such as tile, marble, wood and the like, in a Unit (other than foyers, bathrooms and kitchens) must have prior approval of the Board. (See Article X of the Declaration and also see the Rules and Regulations)

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

A: Units may not be leased for a period less than seven (7) days. Units may not be leased to an individual who is less than twenty-five (25) years old. (See Article X of Declaration)

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

A: Assessments, listed below, are due on the 1st of each month and are late and subject to late fees/penalties after the 10th of the month.

**East Tower**

Building	Stack	Monthly Amount
East	1	\$993.37
East	2	\$858.03
East	3	\$663.40
East	4	\$687.46
East	5	\$848.58
East	6	\$993.37
PHEast	1	\$1,438.50
PHEast	2	\$1,105.52
PHEast	3	\$1,122.27
PHEast	4	\$1,436.78
Cabana	1	\$128.06
Cabana	2	\$117.74
Cabana	3	\$105.71
Cabana	4	\$116.45
Cabana	5	\$119.89
Cabana	6	\$156.42
NRUE	Office	\$85.07
PH Parking	PH	\$20.00

**West Tower**

Building	Stack	Monthly Amount
West	1	\$993.37
West	2	\$858.03
West	3	\$858.03
West	4	\$993.37
PHWest	1	\$1,240.00
PHWest	2	\$1,046.22
PHWest	3	\$1,474.16
Cabana	1	\$150.83
Cabana	2	\$114.30
Cabana	3	\$114.30
Cabana	4	\$114.30
Cabana	5	\$153.84
Cabana	6	\$136.65
NRUW	Office	\$41.25
PH Parking	PH	\$20.00

**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 the association? Also, how much 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 cases in which it may face liability in excess of \$100,000?**

A: Yes, there are two court cases, one of which is against the Association:

1. The Indigo Condominium Association, Inc. has determined through independent measurements that the square footage disclosures in the Association's governing documents are overstated. This issue is the subject of an on-going litigation (Case No. 2007-CA-000664) with the developer. Verification of unit square footage by prospective purchasers is highly recommended before closing. In this case, the representation is being provided on a contingency fee basis. Accordingly, there are no prospective assessments to be levied against the unit owner for attorneys' fees associated with this case. Such attorneys' fees would come from any litigation proceeds arising from resolution of the litigation *via* settlement, judgment or otherwise. In short, if there is no recovery obtained from the Defendants and/or their insurance carriers, there will be no attorneys' fees. Even then, the attorneys' fees are funded by the recovery, not the owners.
2. The Association was served on January 21, 2016 with a Complaint filed by the current owner of a condo (the "Plaintiff") against the following ("Defendants"): i) the prior owners of the condo; ii) the real estate agent and company involved in the sale of the condo to the Plaintiff; and iii) the Indigo Condominium Association, Inc. As to the Association, the Plaintiff alleges that the Association knowingly maintained a false publication of the property square footage in breach of the Florida Condominium Act based upon the Amended Declarations of Condominium filed by the Developer in 2005. In 2008, the Association filed a law suit against the Developer on the issue of square footage representations in the Declaration. That litigation continues. Plaintiff alleges that the Association owed a duty to the Plaintiff to disclose to potential buyers matters related to the square footage. The Association has an attorney representing its interests in the litigation – Case No. 2014 CA001709. Plaintiff demand is for damages plus court costs against all Defendants. In this case, legal representation and coverage is being provided by the Association's insurance carrier, up to the full value of the policy.

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.**