

PROPOSED AMENDED AND RESTATED

RULES AND REGULATIONS

OF

THE BOARDWALK CONDOMINIUM ASSOCIATION, INC.

In every civilized community there must be certain standards of conduct established in order to protect the rights of all individuals of the community and to assure that the basic right to the pursuit of happiness is not impaired. In our community of condominiums known as the Boardwalk Caper, we shall call these the Rules and Regulations. These Rules and Regulations are elaborated upon herein to let every owner in Boardwalk Caper know what is expected in relationship to all other owners.

These Rules and Regulations have been kept simple for they convey little more than common good sense and courtesy toward your neighbor. They have been designed primarily to assure the comfort, convenience, safety, privacy, and general peace of mind associated with dignified living at the Boardwalk Caper.

I. USE RESTRICTIONS / OWNER RESPONSIBILITIES

1. **Unit Use.** No Unit shall be used for any purpose other than as and for a Single Family residence or dwelling.
2. **Owner's Responsibility.** Unit owners are responsible for damages caused by their own acts or omissions, as well as the acts or omissions of their families, guests, invitees or lessees.

It is the responsibility of unit owners or their agents to inform guests of these rules and regulations, and to provide tenants with a copy of these rules and regulations.

No repairs that are the association's responsibility shall be made or authorized by any unit owner on behalf of the association. If such a repair is needed, the management company should be notified immediately for a determination.

3. **Rentals.** Units may be rented only in their entirety, and no unit may be rented for hotel transient purposes. In order to facilitate compliance with Florida Statute Section 509.242, no unit in Boardwalk Caper I & II shall be rented for a period of less than thirty (30) days. Violations may be filed with the Department of Business and Professional Regulation, Division of Hotels and Restaurants.
4. **Trash.** Do not overfill dumpster or leave any items outside of the dumpster.

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For large items please call the management company for the phone number to arrange for a **FREE pick up**. Place large items scheduled for pick up outside the dumpster enclosure **only** on the day they are scheduled to be picked up.

Be careful when recycling to place appropriate items in correct containers.

Cardboard boxes **MUST** be broken down and placed inside of recycling bins.

Make sure lids are closed at all times to prevent animals from entering.

All carpets, furniture, appliances, construction debris, etc. must be removed from the property by the contractor. (Please secure permission from the Association before bringing a dumpster on property.)

Please be courteous, ignoring any of these rules means other Unit owners will be inconvenienced by your actions.

5. **Noise.** Residents should be extremely considerate about making noises that might disturb other residents. Between the hours of 10:00 P.M. and 8:00 A.M., no residents shall play or allow to be played any sound generating device or create noise of any kind at such volume that it can be heard beyond the confines of their own unit.

6. **Pets.** A pet is defined as a dog or a cat that weighs less than twenty (20) pounds, small birds such as a parakeets, and small fish such as a gold fish. Unit owners may have one dog, or one cat, or one dog and one cat. No pets shall be raised for commercial purposes. Owners of pets agree to remove from the premises upon demand, any pet determined by the Board to be a nuisance. Pets are not to be tethered to ground anchors or other fixed objects. All pets must be leashed at all times when outside. Owners are responsible for the immediate removal of feces. Renters may not have any pets.

7. **Vehicles/Parking.** Both assigned and unassigned parking spaces may only be occupied by authorized types of motor vehicles except that with prior Board authorization boats on trailers, camper trailers, and RV^s may occupy parking spaces for up to 24 hours two (2) times in a 12 month period for the purpose of arriving and departing for the season. Authorized types of motor vehicles means passenger cars, minivans, motorcycles with proper mufflers, SUVs, pickup trucks up to ¾ ton (open bed pickup trucks must have a covered cargo bed when it contains materials). Authorized vehicles shall not adorn signs or advertising of any kind (dealer names on license plate frames and the like are exceptions). Service vehicles are permitted on the premises during daylight hours only.

Authorized vehicles must be validly licensed, as well as in good operating and physical condition. No motor vehicle shall be parked anywhere other than in designated parking areas. Unassigned parking spaces shall be available for use by any of the owners on an open-

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availability basis. The Condominium was built with a total (both covered-assigned and unassigned) of one and one half (1½) parking spaces per unit.

Unit owners must make arrangement to facilitate moving within forty-eight (48) hours of notice by the association, any vehicle that they have, have had, or have allowed to be parked in either an assigned or unassigned parking space. The association will move, at the owners' expense, any vehicle not moved within forty-eight (48) hours. In case of an emergency the association will move, at the owner's expense, any vehicle that cannot be immediately moved by the owner from either assigned or unassigned parking spaces.

Vehicle repairs and maintenance are not permitted on the premises with the exception of emergency repairs.

Car covers must be custom made and full body with the license plate visible.

Vehicles must be properly registered and licensed and insured. Automobiles may not be stored on blocks.

Wheeled conveyances such as but not limited to roller-skates and roller-blades, may only be ridden on the black top. Use on the boardwalk or a walkway is prohibited. Strollers, medical scooters and wheel chairs are exceptions to this prohibition.

8. **Limited Common Elements.** Nothing shall be placed on the balcony. Nothing shall be hung on or from the exterior side of the courtyard fence. No items in the courtyard shall be taller than the existing fence.

9. **Common Areas.** These areas are not intended for activities such as baseball, football, Frisbee or any other airborne games. Skateboards are not permitted.

Walkways and other Common Areas and facilities of a similar nature must remain unobstructed. They shall be used only for normal pedestrian transit.

When in the Common Areas, children under the age of twelve (12) shall be supervised at all times by an adult of eighteen (18) years of age or older.

10. **Entrance Door Locks.** This door must be keyed to the association master key and only the dead bolt may be lockable.

11. **Grills.** Outdoor cooking may be done only within the fenced courtyard, and never in the screened lanais. Grills are to be operated away from the plastic fencing and vinyl siding.

12. **Names and Notices.** No Unit Owner shall cause any signs of any nature whatsoever, to be posted or affixed to any of the Common Elements, Limited Common Elements, or in his respective Unit if such sign may be seen from any portion of the Common Elements. Only

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owners or lessees may post their name(s) or any other notice(s). Names may only be posted above mailboxes and shall be done so by the Association. Notices may not exceed 3”X 5”, and may only be posted on the bulletin boards located at the mailboxes and the pool houses for a maximum period of thirty (30) days.

13. **Lanai Enclosures.** Vinyl/Aluminum Lanai Enclosures are permitted but must be approved by the Association and meet its specifications prior to their installation. Lanai enclosures are not considered hurricane proof and must be removed when the owner leaves for the season and/or prior to evacuating for an actual hurricane. Maintenance of the lanai enclosures is the owner’s responsibility.

14. **Blinds on Lanai.** Any blinds installed on the lanai shall be either white or black in color. The edges of the blinds shall meet the vertical posts. Faded, sagging or similarly deteriorated blinds as determined by the Association shall be replaced or removed upon request.

15. **Building Wiring.** No owner, lessee, contractor or licensee shall install wiring through any wall, roof, or on the exterior of any building, unless authorized to do so by the Association and only in compliance with local codes.

16. **Television antennas.** External television antennas are prohibited. Private satellite dishes cannot be attached to any part of any building or structure nor be placed in any Common Area.

17. **Security Front Doors with Screens.** Security Front Doors with Screens are permitted but must be approved by the Association and meet its specifications prior to their installation.

18. **Vinyl/Aluminum Lanai Enclosures.** Vinyl/Aluminum Lanai Enclosures are permitted but must be approved by the Association and meet its specifications prior to their installation.

In addition to these Rules and Regulations, which may be amended from time to time by the Board of Directors, additional use restrictions are also contained elsewhere in the Condominium Documents.

THE FOLLOWING RULES ARE REQUIRED UNDER FLORIDA LAW

II. RULES AND REGULATIONS GOVERNING POSTING OF NOTICES

Pursuant to Section 718.112(2)(c), Florida Statutes (2008), the official location for posting notices of Association meetings is on the Association Bulletin Boards that are located at each of the mailbox stations.

This does not preclude posting at other locations.

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III. RULES AND REGULATIONS GOVERNING HURRICANE SHUTTER INSTALLATIONS

Hurricane Shutters are permitted but must be approved by the Association and meet its specifications prior to their installation.

IV. RULES AND REGULATIONS GOVERNING UNIT OWNER PARTICIPATION AT MEETINGS

A. BOARD AND COMMITTEE MEETINGS

1. Board and Committee Meetings Defined.

(a) “Board Meeting” is defined as a quorum of Directors gathered to conduct Association business.

(b) “Statutory Committee Meeting” is defined as a quorum of Statutory Committee members gathered to conduct the business of the committee.

(c) “Statutory Committee” means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the proposed annual budget or to take action on behalf of the Board.

2. Attendance at Board or Statutory Committee Meetings. Unit Owners have the right to attend Board and Statutory Committee Meetings, except as may be provided by law. No other person shall be permitted to attend such Meetings, unless permitted by the Chairman. Unit Owners do not have the right to attend Meetings of any Committee which is not a Statutory Committee, unless permitted by the Chairman.

3. Participation at Meetings.

(a) Unit Owners have the right to speak at Board and Statutory Committee Meetings except as provided by law. No other person shall be permitted to speak at such Meetings, unless permitted by the Chairman.

(b) Statements by Unit Owners at Meetings shall be restricted solely to items designated on the agenda for that Meeting, unless permitted by the Chairman or a majority of the Board or Committee. No other statement shall be permitted.

(c) Unit Owners desiring to make a statement at a Board Meeting or Statutory Committee Meeting shall submit a written request therefore to the Chairman, Secretary, or Manager. The written request must specify the particular agenda item upon which the Unit Owner desires to make a statement. The written request must be submitted at least ten (10)

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minutes prior to the start of the Meeting. Unit Owners failing to timely submit the written request shall not be permitted to speak at the Meeting, unless permitted by the Chairman or a majority of the Board or Committee. A Unit Owner will be permitted to speak only in reference to the agenda item specified in the written request.

(d) A Unit Owner will only be permitted to speak once in reference to the agenda item specified in the written request, unless otherwise requested to speak again by the Chairman of the meeting. A Unit Owner statement shall not exceed three (3) minutes per agenda item. Other Unit Owners cannot “yield” their time for the purpose of extending a Unit Owners time limit. The Chairman of the Meeting shall give the floor to the Unit Owner permitted to speak subsequent to the calling of the agenda item upon which the Unit Owner will make a statement, but prior to the discussion and voting of the Board or Committee upon that agenda item. In lieu thereof, the Chairman may set aside time at the beginning of the Meeting for Unit Owner statements.

4. Taping of Meetings.

(a) Unit Owners may tape record or videotape any Meetings of the Board or Statutory Committee.

(b) A Unit Owner desiring to tape record or videotape a Board Meeting or Statutory Committee Meeting shall submit a written request therefore to the Secretary (or Manager) at least ten (10) minutes before the start of the Meeting. A separate written request must be made for each meeting the Unit Owner desires to tape record or videotape.

(c) No tape recording or videotaping of any Meeting shall interfere with or obstruct the Meeting, and none of the equipment used for taping shall interfere with or obstruct any person’s view of the Meeting or ability to hear the Meeting, or block access to or from the Meeting or to or from the seating in the Meeting, or constitute a tripping hazard. Extra lighting for videotaping shall not be permitted. Persons using taping equipment must do so from their seats. All taping equipment used shall conform to the electrical codes. No accessory shall be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet.

B. UNIT OWNER MEETINGS

1. Unit Owner Meetings Defined. “Unit Owner Meetings” is defined as a quorum of Unit Owners gathered at a lawfully noticed meeting to conduct official Association business.

2. Attendance at Unit Owner Meetings. Unit Owners have the right to attend Unit Owner Meetings either in person or by proxy as may be provided by law. No person other than a Unit Owner or a Unit Owner’s proxy shall be permitted to attend Meetings, except agents of the Association or persons permitted by the Chairman to an Association.

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3. Participation at Unit Owner Meetings.

(a) Unit Owners have the right to speak at Unit Owner Meetings as provided by law. No other person shall be permitted to speak at Meetings, except agents of the Association, designated proxies, or those persons permitted to speak by the Chairman.

(b) Statements by Unit Owners at Meetings shall be restricted solely to items designated on the agenda for that Meeting, unless permitted by the Chairman.

(c) A Unit Owner will only be permitted to speak once in reference to the agenda item specified in the written request. A Unit Owner statement shall not exceed three (3) minutes, unless otherwise permitted by the Chairman. Other Unit Owners cannot “yield” their time for the purpose of extending a Unit Owners time limit. The Chairman of the Meeting shall give the floor to the Unit Owner permitted to speak subsequent to the calling of the agenda item upon which the Unit Owner will make a statement, but prior to the voting of the Unit Owners upon that agenda item.

4. Taping of Unit Owner Meetings.

(a) Unit Owners may tape record or videotape Unit Owner Meetings as permitted by law. A Unit Owner desiring to tape record or videotape such a Meeting shall submit a written request therefor to the President, Secretary (or Manager) at least ten (10) minutes prior to the start of the meeting.

(b) No tape recording or videotaping of Unit Owner Meetings shall interfere with or obstruct the Meeting, and none of the equipment used for taping shall interfere with or obstruct any person’s view of the Meeting or ability to hear the Meeting, or block access to or from the Meeting or to or from the seating in the Meeting, or constitute a tripping hazard. Extra lighting for videotaping shall not be permitted. All taping equipment used shall conform to the electrical codes. No accessory shall be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet.

C. ENFORCEMENT OF MEETING RULES

1. Ejection.

(a) Any person not authorized by law to attend a Meeting shall be prohibited from attending the Meeting, or ejected from the Meeting, unless otherwise determined by the Chairman.

(b) Any Unit Owner (or other person authorized by law to attend a Meeting) who fails to comply with these Rules shall be subject to ejection from the Meeting. The Chairman of the Meeting may, in the Chairman’s sole discretion, give the non-complying person a warning

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regarding ejection, or depending upon the nature of the non-compliance, call for immediate ejection.

(c) The Chairman of the Meeting may appoint a Sergeant at Arms, who, at the direction of the Chairman, shall either remove the unauthorized or non-complying person or contact the police and have the police remove the unauthorized or non-complying person. The Sergeant at Arms need not be a member of the Association.

2. Fines. The Board of Directors may, in accordance with the fining authority and procedures set forth in the Condominium Documents, levy a fine against any person who fails to comply with these rules.

3. Legal Action. The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with these rules.

4. Other Remedies. Nothing in these rules shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

V. RULES AND REGULATIONS GOVERNING INSPECTION AND COPYING OF ASSOCIATION RECORDS

A. RECORDS DEFINED. The Official Records available for inspection and copying are those designated by Chapter 718, Florida Statutes, the Florida Condominium Act, as amended from time to time, as the Official Records of the Association, to the extent that the Association is required to maintain such records.

B. RECORDS AVAILABLE. No records other than those defined above shall be available for inspection or copying.

C. PERSONS ENTITLED TO INSPECT OR COPY. No Unit Owner, or the Unit Owner's authorized representative (as referenced in Exhibit "A" attached hereto), shall have any right to inspect or copy the records of the Association, except as permitted by law. No other person shall be permitted to inspect or copy the Association records, unless approved by the Board, the President or unless required by law.

D. INSPECTION AND COPYING.

1. A Unit Owner, or a Unit Owner's authorized representative, desiring to inspect or copy Association records shall submit a written request by hand delivery, regular U.S. Mail or Certified U.S. Mail, Return Receipt Requested, therefore to the Association at the official address of the Association, pursuant to the most recent on-line records of the Florida Secretary of State, Division of Corporations.

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Requests by facsimile transmission, electronic mail (e-mail) or other means do not comply with this Rule. Verbal requests do not comply with this Rule. The written request must specify the particular records the Unit Owner desires to inspect or copy, including pertinent dates or time periods. The specification of the particular records must be sufficiently detailed to permit the Association to retrieve the exact records requested. General descriptions of records, such as, but not limited to, "All items pertaining to _____." is not sufficiently specific, shall not be permitted and such general requests need not be honored. The form of such request to be utilized is attached hereto as Exhibit "B."

A Unit Owner's inspection request shall be deemed received as follows. If sent by regular U.S. Mail, five days after the date of post-mark on the letter transmitting the request. If by hand-delivery during regular business hours, the day following the receipt of the hand-delivery. If by U.S. Certified Mail, Return Receipt Requested, the date that the receipt card was signed for by the Association.

2. Inspection or copying of records shall be restricted solely to those records specifically designated in the written request for inspection or copying. No inspection or copying of any other records shall be permitted.

3. A Unit Owner, or a Unit Owner's authorized representative, shall not submit more than one (1) written request for inspection or copying of records per calendar month. No written request shall be submitted for the same records requested in a prior written request within the previous twelve (12) calendar months.

4. Inspections of records shall be conducted at the office where the Association's records are maintained or at such other location as may be designated by the Association. Records must be made available for inspection in the County where the Condominium is located or within forty-five (45) miles of the Condominium. No Unit Owner or authorized representative of a Unit Owner shall remove original records from the location where the records are inspected. No marks or alterations shall be made on original records.

5. Records shall be made available for inspection by the Association on or before the fifth working day subsequent to actual receipt by the Association of the written request for inspection. This time frame may be extended upon request of the Unit Owner or for good cause. In any case, the Association shall always use its best efforts to make records available for inspection by the tenth (10th) working day after receipt of the request, and the failure to do so shall create a rebuttable presumption that the Association has violated the provisions of this Rule. The Association may rebut the presumption by obtaining an opinion from legal counsel that the Association has, under the circumstances, attempted to address the Unit Owner's records inspection request in good faith. In addition, this time frame shall be extended in the event the records are so voluminous, or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the Unit Owner by telephone or in writing, that the records are available and the time, date and place for such inspection. Inspection shall be made

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only during normal Association business hours, or during the normal business hours of the location of inspection if other than the Association office. For the purposes herein, "working day" shall mean Monday through Friday, exclusive of federal, state and local holidays in which the office of the Association is closed. For purposes herein, "normal business hours" shall be the hours the Association office is customarily open, or the hours the location where the records are to be inspected is customarily open, or if there are no customary hours of operation, then 9:00 A.M. to 12:00 P.M. and 1:00 P.M. to 5:00 P.M., all on a working day. No Unit Owner shall be entitled to inspect records for more than one "working day" per calendar month.

6. If, at or subsequent to inspection, a Unit Owner or a Unit Owner's authorized representative desires to have a copy of a record, the Unit Owner shall designate in a separate writing, on a form provided by the Association (see Exhibit "C" attached hereto), which record, or portion thereof, for which a copy is desired, or, in the alternative, shall designate such record by use of a clip or tab upon the page(s) desired. Not more than one (1) copy of each record requested shall be permitted. If the location where the records are being inspected or stored has a copy machine capable of making copies of the records designated, then copies of the records shall be available within two (2) working days subsequent to the designation of such records. If there is no copy machine at the location where the records are being inspected or stored capable of making copies of the records designated, then copies of the records shall be available as soon as a copying service can pick-up, copy and return the records to the location where the records are being inspected or stored. Photocopies will be available at the place where Official Records are kept. If, however, the records to be copied are so voluminous that it is not practicable for them to be copied where they are kept, the Association may send the records out for copying by an outside source, such as a commercial copying company. In such cases, the Unit Owners shall be responsible for those costs. **Unit Owners requesting copies must arrange for pick-up of records. The Association shall have no obligation to mail or otherwise deliver copies to any place.** As determined by the Manager, the President, the Board, or the person designated by the Association to oversee the inspection of records, in the event the copies of the records are so voluminous, or a copy machine or copy service is not available or too busy, or the records are in such condition or form that copies cannot be made available within the above-stated time periods, then copies will be made available as soon as practical.

7. A Unit Owner or a Unit Owner's authorized representative shall pay the reasonable expense of copying. In the event the copies are made by the Association, the cost shall not exceed fifty cents (\$.50) per page and absent a Resolution by the Board to the contrary, copies shall be charged at fifty cents (\$.50) per page. If copies are made by outside vendors, actual costs shall be charged to the Unit Owner. Payment in advance for the cost of a copy shall be required. In the event payment is made in form other than cash, cashier's check, money order or certified check, payment shall not be deemed received unless and until payment has cleared. No copy of a record shall be made unless and until payment for the copy is received. Records not normally kept in written form shall be produced for inspection in the form in which they are normally kept. The cost of converting such records to written forms shall be in addition to the

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cost of copying such records, and the Unit Owner or the Unit Owner's authorized representative shall pay the reasonable expense of converting such records to written form, which expense shall be the actual cost of making the copy.

8. The Association may comply with its obligation to make Official Records available for inspection by providing them to the Unit Owner by electronic mail, the internet, or making them available in a computerized format readable with customary programs used in computers of consumers. If, however, a Unit Owner provides the Association with written notice that they do not have access to a computer, the Association must supply the records in paper format.

E. MANNER OF INSPECTION.

1. No written request for inspection or copying shall be made in order to harass any Unit Owner or Association agent, Officer, Director, Committee Member or employee.

2. For purposes hereof, a Unit Owner and the Unit Owner's authorized representative shall be considered one person. If inspection is requested by any person other than a record Owner of the Unit, said request shall not be recognized by Association unless and until the record Owners of the Unit designate such person, in writing, as their authorized representative or unless such person is an attorney admitted to practice in Florida.

3. All persons inspecting or requesting copies of records shall conduct themselves in a courteous manner, and shall not interfere with the normal operation of the Association office and the duties of its personnel, or the office where the records are otherwise inspected or copied or the duties of their personnel. The Association office, or office of inspection, may assign a staff person or Officer to assist in the inspection and all requests for further assistance and copying during inspection shall be directed to that staff person.

4. The Association shall maintain a log sheet (attached hereto as Exhibit "D") which shall include:

- i. The date of a written request for inspection;
- ii. The name of the requesting party;
- iii. The records which are requested;
- iv. The date of availability of records for inspection or copying;
- v. The date of actual inspection or copying; and
- vi. The signature of the person inspecting or copying acknowledging receipt of the records. Every person inspecting or receiving copies of the record shall sign said receipt.

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F. ENFORCEMENT OF INSPECTION AND COPYING RULES.

1. Any violation of these Rules may result in the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith.

2. Any requests for inspection and copying not complying with these Rules need not be honored, but in such cases the Association shall mail or hand-deliver a written response to the person requesting inspection and/or copying and shall indicate how the request fails to comply herewith.

3. The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with these Rules, including the levy of fines.

4. Nothing in these Rules shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

EXHIBIT "A"

AUTHORIZATION TO PERMIT RECORDS INSPECTION

TO: BOARD OF DIRECTORS, THE BOARDWALK CAPER CONDOMINIUM ASSOCIATION, INC.

FROM: _____, RECORD OWNER

UNIT: _____

RE: RECORDS INSPECTION

DATE: _____, 20__

Dear Sir or Madam:

Pursuant to the Policy contained in Section C. of the "Rules and Regulations Governing Inspection and Copying of Association Records," I hereby authorize the following person or persons to inspect the Official Records of the Association in my stead:

Date: _____ Record Owners: _____

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EXHIBIT "B"

REQUEST FOR INSPECTION OF CONDOMINIUM ASSOCIATION RECORDS

TO: BOARD OF DIRECTORS, THE BOARDWALK CAPER CONDOMINIUM ASSOCIATION, INC.

FROM: _____, UNIT OWNER OR AUTHORIZED REPRESENTATIVE

RE: REQUEST FOR INSPECTION OF ASSOCIATION'S RECORDS

DATED _____, 200_____

Dear Sir or Madam:

Pursuant to the policy contained in Section D. of the "Rules and Regulations Governing Inspection and Copying of Association Records," adopted by the Association, I hereby request that the following records of the Association, or portion thereof, be made available for my review (use separate attachments if necessary):

Please contact me at _____ (list telephone number) to verify the availability of the requested documents for inspection and a mutually convenient time for said inspection.

Date: _____

Owner or Authorized Representative

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EXHIBIT "C"

REQUEST FOR PHOTOCOPYING OF OFFICIAL RECORDS

TO: BOARD OF DIRECTORS, THE BOARDWALK CAPER CONDOMINIUM ASSOCIATION, INC.

FROM: _____, UNIT OWNER OR AUTHORIZED REPRESENTATIVE

RE: REQUEST FOR PHOTOCOPY OF ASSOCIATION'S RECORDS

DATED _____, 200__

Dear Sir or Madam:

Pursuant to the policy contained in Section D of the "Rules and Regulations Governing Inspection and Copying of Association Records," adopted by the Association, I hereby request that the following records of the Association, or portion thereof, be photocopied for my review (use separate attachments if necessary):

Pursuant to Section D of the above-referenced Resolution, enclosed herewith is the amount of \$ _____, in the form of [specify form of payment] _____, as a condition to the Association's photocopying of said records. I understand that if additional funds are necessary to cover actual costs, payment will be made before the records are released. Additionally, if the costs levied by the Association for photocopying are less than tendered herewith, the Association will refund the difference.

Date: _____

Owner or Authorized Representative

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EXHIBIT "D"

LOG SHEET/RECORDS INSPECTION

Pursuant to Section E, of the "Rules and Regulations Governing Inspection and Copying of Association Records," adopted by the Board of Directors, this log sheet shall be utilized in connection with the inspection of Association records.

1. Name of Owners of Unit for which records access has been requested.

2. Unit Number. _____

3. Date of receipt of request for inspection or copying (date received by Association).

_____, 200__

4. Person(s) signing records access request.

5. Records requested to be inspected. (Use separate attachment if necessary).

6. Date person requesting inspection or copying was notified of availability of records for inspection or copying.

_____, 200__

7. Form of Notification of availability of records:

telephone letter other (specify) _____

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VI. RULES AND REGULATIONS GOVERNING UNIT OWNER INQUIRIES

WHEREAS, Section 718.112(2)(a)2, Florida Statutes (2008), provides:

When a unit owner files a written inquiry by certified mail with the board of administration, the board shall respond in writing to the unit owner within 30 days of receipt of the inquiry. The board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. If the board requests advice from the division, the board shall, within 10 days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The association may through its board of administration adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries, one of which may be that the association is only obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

and,

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt a rule, as contemplated by the above-referenced statute, which will protect the Association against the liability affiliated with unintentionally failing to respond to multiple "inquiries" filed by Unit Owners,

NOW THEREFORE, the following Rule is adopted:

1. An "inquiry" is defined as a question, which specifically requests a written response from the Association. Citation to the above-referenced statute is adequate.
2. An inquiry will be deemed received by the Association, on the next business day following the day on which a duly-authorized representative of the Association signed for the certified letter of inquiry to the Association addressed to the President of the Association, or the Association's Registered Agent, pursuant to the most current on-line records of the Florida Secretary of State, Division of Corporations.
3. All responses of the Association shall be in writing, and shall be deemed effective when deposited in the United States Mail, postage pre-paid, to the address of the Unit Owner, per the Official Records of the Association, or the address contained on the document constituting the inquiry.

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4. No Unit Owner may submit more than one inquiry in a single piece of correspondence or document. Unit Owners wishing to submit multiple inquiries shall submit each separate inquiry at least thirty days apart. The Association shall respond to each pending inquiry, as required by law. A Unit Owner's submission of more than one inquiry during a thirty day period, or the inclusion of more than one inquiry in a single piece of correspondence, shall render all pending inquiries null and void, and shall result in the Association's notification to the Unit Owner that he or she is obligated to comply with the Association's procedure prior to receiving a substantive response to his or her inquiry.

5. Unit Owners shall not be permitted to file more than one inquiry with the Association with respect to the same matter. If the Unit Owner is dissatisfied with the Association's substantive response, or disagrees with the response, that fact will not be sufficient to obligate the Association to engage in ongoing debate with the Unit Owner regarding the issue as to which a substantive answer has been given.

6. Should any Unit Owner inquiry involve pending or potential litigation, matters subject to the attorney-client or work product privilege, or matters which involve any other legally cognizable privilege, the Association shall not be obligated to provide a substantive response to the Unit Owner.

7. The Association shall not be obligated, in responding to an inquiry under the Statute, to gather, collate, digest, abstract, interpret, or analyze information, or otherwise provide information to a Unit Owner, which is available through an inspection of the Official Records of the Association. If an inquiry can be addressed through the Unit Owner's inspection of the Official Records of the Association, the Association may respond by notifying the Owner that the Official Records may be inspected, and identifying with particularity which records of the Association may be inspected in order to address the Unit Owners' inquiry.

8. Any violation of this Rule shall be deemed a violation of a rule of the Association, and shall subject the Unit Owner to all remedies provided by Florida Law and the governing documents with respect to same, including the levy of fines.

VII. FEE SCHEDULE

The following is a schedule of fees charges by the Association, which may be modified by the Board of Directors from time to time, but which shall in no event exceed the maximum permissible by law. The entitlement to receipt of these fees may be allocated between the Association and a Community Association Management Firm or other third party as provided in a written agreement. Attorney's fees incurred by the Association with respect to the issues for which fees are levied may be passed on to Unit Owners or other third parties, if permitted by law, and shall be in addition to the Association's fees.

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1. **Estoppel Letters:**

Pursuant to Section 718.116(8) of the Act, this Rule constitutes the Board's Resolution to charge a fee of \$150.00 for estoppel letters, per letter.

2. **Mortgage/Lender Questionnaires:**

The Association is not obligated to complete these forms and reserves the right to decline to do so in any instance. If a mortgagee/lender questionnaire is prepared, the fee is \$150.00, per form.

3. **Transfer:**

<u>Type</u>	<u>Amount</u>
Title Transfer Approval.....	\$100.00

4. **Miscellaneous:**

<u>Type</u>	<u>Amount</u>
Photocopying of Association's Official Records Kept in Paper Form.....	\$.50 (fifty cents) per page
Copying of other Official Records.....	Actual Cost to Association

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