

SCHEDULE "A"

TO

BY-LAWS

RULES AND REGULATIONS

FOR

BOCA GRAND, A CONDOMINIUM

Each of the rules and regulations for Boca Grand, a Condominium shall be in accordance with all applicable county and state codes, ordinances and regulations.

1. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in areas (if any) designated for such purposes. The foregoing shall not, however, be applicable to the Retail/Commercial Units, except as otherwise expressly provided in the Declaration. As set forth in the Declaration, the Owners of the Retail/Commercial units shall be permitted to make use of the sidewalks, entrances, passages, and other portions of the Common Elements adjacent to their Units to further the Retail/Commercial uses from their Retail/Commercial Units.
2. The personal property of Residential Unit Owners and Occupants must be stored in their respective Residential Units.
3. No articles other than patio-type furniture shall be placed on the balconies, patios terraces or lanais or other Common Elements or Limited Common Elements of Residential Units. No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces, lanais, railings or other portions of the Condominium or Association Property. The foregoing shall not be applicable to the Retail/Commercial Units or the Retail Commercial Unit Owners.
4. The use of any kind of charcoal burners and gas grills is strictly prohibited on balconies as well as on any other portion of Boca Grand Property. The National Fire Protection Association provides that gas fired, and charcoal grills cannot be used on any balcony or under any overhanging portion of the building.
5. No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies, patios, terraces and/or lanais or elsewhere in the Building or upon the Common Elements. Each Unit Owner shall be responsible for cleaning up after themselves, and their guests, tenants and invitees when within the Condominium Property, including, without limitation, placing all trash and/or garbage in the proper receptacles.
6. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. All equipment for storage, recycling or disposal of such material shall be kept in a clean and sanitary condition.
7. All trash must be bagged before disposing it in the trash chute. Do not place glass bottles in your trash receptacle bag. Do NOT place construction debris in the bags or drop it separately down

the trash chute. It can damage the chute and the bin below as well as back up the trash chute. Do NOT attempt to drop cardboard or cardboard boxes down the trash chute. Cardboard boxes must be broken down, folded and placed inside the recycling bin located in the trash room. If you have old furniture or large condo furnishings to discard, DO NOT place them in the trash room for pick up. Any tenant or resident working in a unit found to be responsible for the blockage of a trash chute is subject to a fine. In addition, they may bear the additional cost to clear the chute plus the cost of physical repairs if needed.

8. No Residential Unit Owner or occupant shall make or permit any disturbing noises, nor allow any disturbing noises to be made by the Owner's family, employees, pets, agents, tenants, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Residential Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio, or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Residential Unit Owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time, which disturbs other residents. The foregoing shall not be applicable to the Retail/Commercial Units, nor preclude any lawful uses from the Retail/Commercial Units.
9. Employees of the Association are not to be sent out by the Unit Owners or occupants for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
10. Complaints by Unit Owners regarding actions of other Unit Owners shall be made in writing to the Management.
11. No repair of vehicles shall be made on the Condominium Property except for the boost of a battery.
12. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed inscribed, painted or affixed in, on or upon any part of the Condominium or Association Property, except signs Used or approved by the Board of Directors or signs utilized by the Retail/Commercial Units. Additionally, no awning canopy, shutter or other projection shall be attached to or be placed upon the outside walls or roof of the Building or on the Common Elements, without the prior written consent of the Board of Directors of the Association. The foregoing shall not, however, be applicable to the Retail/Commercial Units. As set forth in the Declaration, the Owners of the Retail/Commercial Units shall be permitted to install signage both on their Units and the Common Elements adjacent to their Units.
13. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Residential Unit or on the Common Elements, other than as is reasonable and customary in vehicles and/or cleaning supplies.
14. A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit, or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm individual. Such firm or individual shall be subject to the approval of the Association. Unit owner or occupant that is absent for more than 30 days shall notify Management of their absence.

15. A Residential Unit owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, railings or windows of the building. Notwithstanding the foregoing, any Unit Owner may display one portable removable United States flag in a respectful way. Unit Owner or occupant may also display seasonal decorations on exterior doors for up to 30 days. Curtains and drapes (or linens thereof) which face on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.
16. Installation of satellite dishes by Residential Unit Owners shall be restricted in accordance with the following: (i) installation shall be limited solely to the Unit or any Limited Common Elements appurtenant thereto, and may not be on the Common Elements; (ii) the dish may be no greater than one meter in diameter, and (iii) to the extent that same may be accomplished without (a) impairing reception of an acceptable quality, (b) unreasonably preventing or delaying installation, maintenance or use of an antenna, or (c) unreasonably increasing the cost of installing, maintaining or using all antenna, the dish shall be placed in a location which minimizes its visibility from the Common Elements. The foregoing restrictions shall not be applicable to the Retail/Commercial Unit Owners.
17. No window air-conditioning units may be installed by Unit Owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted Substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
18. If any resident/Unit Owner is found to have disconnected the fire alarm speakers intentionally in their unit such resident will be responsible for all costs incurred by the Association.
19. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.
20. Pets, birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the Declaration:
 - (a) Pets shall not be permitted outside of their owner's Unit unless on a leash not more than six (6) feet long. Said dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes. In no event shall said dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within the Condominium Property. Pets shall only be in the hallways of the Building as a means of direct ingress or egress to and from its Owner's Unit and the elevators. Pets shall not be left unattended on balconies, terraces, patios or in lanai areas.
 - (b) Pets shall not be a nuisance to residents or other units or of neighboring buildings.
 - (c) The Association does not allow pit bulls or other breeds considered to be dangerous by the Board of Directors; provided that neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any

occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Board of Directors , each Unit Owner and the Association in such regard

(d) Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.

(e) Unit owners shall pick up all solid waste from their pets and dispose of it appropriately.

The foregoing shall not, however, limit the rights of Retail/Commercial Unit Owners to invite pets to their Units to the extent permitted by the Declaration.

PARKING RULES AND REGULATIONS

21. No vehicle shall be parked in such a manner as to impede or prevent ready access to fire lanes, garages or other common areas. Violators will be towed.

22. All Boca Grand guests must park in designated Visitor parking spots. Cars parked in Commercial spots will be subject to towing.

23. As each unit has designated parking, if a resident uses another unit's designated parking spot(s), the offender's vehicle is subject to an immediate tow at owner's expense.

24. Keys must be provided to the valet for any vehicle temporarily parked in the entry area and around the fountain.

25. Residents are not permitted to self-park in designated Commercial Parking Spots. Violators will be subject to fines and other enforcement actions such as towing.

26. All Resident Vehicles must be registered with the Association. Failure to register may result in fines and other enforcement actions.

27. Parking in the garage is not allowed for trailers, tailored vessels and RV's.

28. All Bikes not stored inside a resident's unit must be stored in the designated bike racks located in the garage. Any bike found chained to a fence will be removed and placed by the bike rack.

FITNESS CENTER RULES AND REGULATIONS

29. You must be 15 years or older to use the Fitness Center without adult supervision. Children ages 13 -14 may use the Fitness Center when accompanied by an adult 18 years of age or older.
30. Fitness Center Hours: 5:00am-10:00pm.
31. Members and guests use the Fitness Center at their own risk.
32. Pets are not allowed in the Fitness Center.
33. No wet bathing suits are allowed in the Gym. Proper gym attire must be worn. Under no circumstances will bare chests be permitted.
34. All glass items (bottles, glass cups, etc.) are strictly prohibited in the Fitness Center.
35. Leave the Fitness Center area as you found it. REPLACE ALL WEIGHTS and wipe down machines after use. All participants using the fitness Center are strongly encouraged to bring their own towel.
36. Cardio equipment is limited to 30 minutes of use when people are waiting.
37. Gym users shall wear closed footwear while in the gym. (No open toe shoes allowed such as flip flops and sandals).
38. Gym privileges are conditional upon residential monthly fees not being delinquent.
39. Failure to abide by Gym rules is a violation of Boca Grands Rules and Regulations and subject to fining and may result in suspension or revocation of gym privileges.
40. The cost of any property damage due to resident's negligence, misuse or neglect will be charged to the responsible party. The Association will not be responsible for any loss or damage of personal property of any kind.

BOCA GRAND CONDOMINIUM POOL AND SPA RULES AND REGULATIONS

All persons using the pool, spa or pool area do so at their own risk and have sole responsibility for any accident or injury in connections with such use.

41. Pool Hours – Sunrise – 10:00pm.
42. No eating or drinking is permitted in the pool or Jacuzzi. No glass containers are allowed in or around the pool area. No water pump guns, Frisbees or balls are permitted in the pool or pool area.
43. No smoking is allowed in or around the pool area.
44. No one shall urinate or defecate in the pool or jacuzzi. Diapers are not permitted in the pool. Swim diapers must be worn.
45. Diving is not permitted.
46. The cost of any property damage due to a resident's negligence, misuse or neglect will be charged to the responsible party. The Association will not be responsible for any loss or damage of personal property of any kind.
47. Chairs and lounges may not be reserved during extended absences, nor may they be moved outside of pool area.
48. All trash shall be placed in containers available for that purpose.
49. Children under 12 years old must be accompanied by an adult 18 years old or older.
50. Parents accept full responsibility for the behavior of their children and guest.
51. No pets are allowed in the pool area.
52. Persons using the pool enjoy reading, sunbathing, and resting; therefore, earphones must be used with music and other audio devices. No loud music or loud radios in pool area.
53. No residents may reserve the entire swimming pool for private use.

Management has the authority to close the pool at any time because of weather conditions, safety reasons, or any other factors, which are in the interest of health, welfare and safety of pool users.

The Board of Directors may withhold or suspend pool privileges from any resident for any violation of the Bylaws and or other rules and regulations, including failure to pay condominium fees, late fees or fines, and not abiding by the rules on parking, pets, peace disturbance and trash disposal.

CLUBROOM USAGE RULES AND REGULATIONS

54. The Clubroom may be reserved for private, non-commercial use by residents in good standing. Lessee will have sole usage of Clubroom for the day.
55. Any resident using the Clubroom with a party of 10 or more people should reserve the Clubroom with the Management Office.
56. The Clubroom may only be reserved by a Unit Owner or Tenant that has a signed Clubroom Reservation Form on file with the Management Office. The Owner or Tenant who signs the agreement must be in attendance of the event.
57. Reservation fee: a \$75.00 reservation fee must be given to the Management Office.
58. Security Deposit: A **\$250.00** security deposit must be given to the Management Office. If damages exceed the deposit, charges will be billed to the Unit responsible for reserving the room. If the room is returned in the condition it was received the deposit will be returned.
59. Clubroom hours – 9:00am – 10:00pm
60. Loud or excessive noise, including music and conversation, is not permitted. Any noise or music that may disturb the comfort or enjoyment of other property owners or occupants will be considered loud and excessive. Security has authority to stop any party that persists in causing excessive disturbances after being warned.
61. Children under 14 years of age must be under adult supervision.
62. The Clubroom shall be left in the same condition as prior to the Event. Cleaning shall be the responsibility of the Lessee requesting the use of the Clubroom, and shall include, but not limited to, general clean-up, wiping off counter tops, arranging furniture to proper locations and collecting and removing garbage from the Clubhouse. If the Clubhouse is not left in the same condition it was found, i.e., if any trash is left behind, etc., the cost to remove the trash will be deducted from the security deposit.
63. Nothing can be hung, taped, tacked, nailed or affixed in any way to any painted surface of the clubroom.
64. The Association will not be responsible for the loss of any personal effects (dishes, equipment or food). Any items left after the Event will be considered abandoned and disposed of by the Association at the expense of the Unit Owner.

THESE RULES ARE FOR RESIDENTIAL UNITS ONLY AND DO NOT APPLY TO COMMERCIAL UNIT OWNERS.

UNIT ACCESS

65. The UNIT OWNER shall provide to and the Association shall have the right to retain, a working copy of any key(s) required to gain entry to any Unit. Keys shall be secured by the Association in a locked box for use only if entry to such Unit is necessitated by an emergency such as the fact of threat of fire, flood or any other condition which may adversely affect the Common Elements or other Units. In the event a Unit Owner fails to provide the Association with current working keys and emergency access to Unit is necessary in the absence of the occupant, the Unit Owner shall bear all costs related to that Unit, any other unit or the Common element. If a unit has a combination lock that number must be provided to the Association to gain entry.
66. The Association will attempt to provide reasonable written notice of its need for access to a Unit. Where time or circumstances do not permit written notice, the Association will attempt to contact the Unit owner by Telephone.
67. If a key is lost by the Association the lock will be replaced and new keys will be issued at the expense of the Association.
68. If locks are changed by a Unit Owner, the Unit Owner is obliged to provide the Association with a copy of the keys for the new locks.

APPLICATION FOR PURCHASE OR LEASE – RESIDENTIAL ONLY

69. Applications for Purchase or Lease can be obtained by contacting the Management Office as well as on our Boca Grand website - bocagrandresidents.com. These applications are mandatory and must be provided 5 days in advance to necessary approval date by the following:
 - (a) New purchasers – A copy of the contract to purchase and a Non-Refundable \$100.00 application fee must accompany the completed application.
 - (b) Lessees – A copy of the lease and a \$100.00 non-refundable application fee must accompany the completed application. Note that the application fee will be multiplied by the number of occupants over 18 years unless a spouse.
 - (c) The equivalent of one month's rent not to exceed \$2,000.00 is to be collected as a security deposit for all tenants. Such deposit is in addition to any security deposit required by the owner/landlord and shall be held until the end of the lease to cover any damage caused by tenant(s) to the common areas
 - (d) Potential residents moving in with existing unit owners must submit an Application for Occupancy. A \$100.00 application fee must accompany the application.

- (e) No portion of a Residential Unit (other than an entire Residential Unit) may be rented.
- (f) When a unit is rented the owner's only permitted access is entry. Use of the common elements is not permitted. Dual usage is prohibited under Florida Law.
- (g) All units that are rented must have HO6 interior insurance coverage as well as renter's insurance.
- (h) In the event that an owner who is renting out his or her unit becomes delinquent in the payment of any monetary obligation to the Association, the Association shall, pursuant to Florida law, demand that the tenant(s) in such unit commence paying rent directly to the Association until such monetary obligation has been paid in full.

MOVE IN/OUT RULES AND REGULATIONS – RESIDENTIAL ONLY

- 70. An Elevator reservation must be scheduled with the Management Office at least five (5) days in advance. Reservations are made on a first come first serve basis.
- 71. Move in/Move out may not begin before 9:00am and must be completed by 4:30pm Monday – Friday. No moves will be allowed after 4:30pm, on weekends or holidays.
- 72. Certificate of Insurance from Moving Company adding Boca Grand as an additional insured must be submitted prior to date of Move in/Out.
- 73. No elevator lobbies or hallways shall be blocked. This is a fire hazard. Violator will be subject to fines and or suspension.
- 74. Unit Owner or Leaser shall be required to pay a \$750.00 refundable deposit to the Condominium Association to cover any damages that may be incurred during the move in process. Management will return this deposit after a final inspection.

ALTERATIONS TO UNIT RULES AND REGULATIONS – RESIDENTIAL ONLY

- 75. Unit Owner shall not make any alteration or improvement to their Unit unless they have first obtained approval, in writing from the Board of Directors or Management of the BOCA GRAND Condominium Association. The Association shall have thirty (30) days after the date of receipt of the Application within which to approve or disapprove the application.
- 76. Permits are required for certain work performed in the Units. Failure to comply can result in fining and postponement of work. All vendors must be licensed and insured and adhere to the Associations rules and regulations.

77. Certificate of Insurance from Contractor adding Boca Grand as an additional insured must be submitted prior to date of work to be performed.
78. All vendors must register with the Management Office and will be issued a Vendor FOB. Owners/residents are strictly prohibited from providing an Entry FOB directly to their contractor or non-resident. If an owner/resident is found to have violated such provision the owner/resident is subject to a fine of up to \$100.00 per incident.
79. Unit Owner shall be required to pay a \$750.00 refundable deposit to the Condominium Association to cover any damages that may be incurred during the construction process. Management will return this deposit to the Unit Owner after a final inspection.
80. Daily cleanup is required to ensure that no safety or fire hazard exists in a Unit. No materials, debris, trash or scrap is to be left in Common Areas or corridors overnight. The contractors shall remove all trash, debris, hazardous material and scrap material from the Unit at the end of each workday. THE CONDOMINIUM TRASH CHUTE SYSTEM IS NOT TO BE USED. VIOLATION OF THIS RULE CAN RESULT IN THE UNIT OWNER'S CONSTRUCTION PROJECT BEING FINED AND DELAYED BY THE ASSOCIATION.
81. Work Hours shall be 9:00 AM to 4:30 PM Monday through Friday. NO WEEKEND, HOLIDAY OR EVENING WORK IS PERMITTED except in case of an emergency such as air-conditioning, plumbing or refrigerator repair. Please contact the office for a list of Vendors with insurance certificates on file.
82. Every applicable Owner and Occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of all Owner or Occupant to so comply shall be grounds for action, which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner or such Owner's family, guests, invitees, lessees, or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:
- (a) Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include: (1) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the declaration, association by-laws, or association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the association.
- (b) Hearing: The non-compliance shall be presented to a committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence and to provide written or oral argument on all issues involved and should have all opportunity at the hearing to review,

challenge, and respond to any material considered by the committee. A written decision of the committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.

(c) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.

(d) Violations: Each separate incident, which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.

(e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

(f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

83. These Rules and Regulations shall be Cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Anything to the contrary notwithstanding, these rules and regulations shall only be applicable to the Retail/Commercial Units.

BOCA GRAND CONDOMINIUM ASSOCIATION, INC. RULES REGARDING INSPECTION AND COPYING OF ASSOCIATION RECORDS

I. RECORDS DEFINED

The official records available for inspection and copying are those designated by the Florida Condominium Act, as the same may be amended from time to time.

II. PERSONS ENTITLED TO INSPECT OR COPY

Every unit owner or the authorized representative of a unit owner, as designated in writing (hereinafter collectively referred to as "unit owner"), shall have the right to inspect or copy the official records pursuant to the following rules and Section 718.111(12), Florida Statutes, as the same may be amended from time to time.

III. INSPECTION AND COPYING

A. A unit owner desiring to inspect the Association's official records shall submit a written request to the Association c/o AKAM, 233 South Federal Highway, Unit #101, Boca Raton, FL

33432, or by electronic transmission to bocagrandmanager@akam.com, which shall also be treated as a written request under this rule. Any document inspection requests sent via email must contain the words "Document Inspection Request" in the subject line of the email. Emails which do not announce at the outset that an inspection request is contained within the body of the email will not be honored. The request must state with particularity the official records requested, including pertinent dates or time periods. The request must be sufficiently detailed so as to allow the Association to retrieve the official records requested. However, the Association is under no obligation to retrieve any records requested and may, in the alternative, require the unit owner to inspect the official records as they are kept in the ordinary course of business. The Association may, to the extent permitted by law, offer the unit owner the option of making the records available electronically over the internet or on a computer screen, with records printed upon request. The unit owner may use a portable device capable of scanning, copying or photographing records to make copies. ANY OWNER WILLING TO REVIEW RECORDS ELECTRONICALLY VIA THE INTERNET OR IN ELECTRONIC FORMAT ON A COMPUTER SCREEN SHALL SO INDICATE IN THE WRITTEN REQUEST, FAILING WHICH, THE RECORDS WILL BE MADE AVAILABLE IN HARD COPY.

- B. Inspection or copying of records shall be limited to those records specifically requested in advance, in writing, subject to the exemptions provided for in the Condominium Act, as the same may be amended from time to time. The Association is under no obligation to create records or documents which do not currently exist, which are not kept in the ordinary course of business and/or which are not statutorily required (i.e. reports, lists and compilations).
- C. No unit owner may submit more than three (3) requests for records inspection and/or copying per month.
- D. No unit owner may submit more than one request for inspection and/or copying of the same record in a thirty (30) day period.
- E. No unit owner may request the inspection of hard copy of more than five hundred (500) records in any request, nor may any request require the Association to produce more than one thousand (1,000) pages of records at one time. If the unit owner's request exceeds either of these limitations, the Association may provide records for inspection in the order requested by the unit owner up to the limiting factor and notify the unit owner that the other records will be made available for inspection at another inspection session upon receipt of another written request of the unit owner. An owner shall not be precluded from requesting records which were not produced because of the aforesaid limitations within thirty (30) days pursuant to Paragraph D above. The foregoing limitation on the number of records and the number of pages available for inspection does not apply if the unit owner agrees to inspect the records electronically via the internet or in electronic format on a computer screen.
- F. All inspections of records shall be conducted at the Akam On-Site's Corporate Office located at 1815 Griffin Road, Suite 10, Dania Beach, Florida 33004 unless the Association offers, and the unit owner agrees to review the requested records over the internet. The Association may also conduct the records inspection at such other location designated by the Association to the extent permitted by the Florida Condominium Act, as amended from time to time. No unit owner may remove original records from the location of the inspection. No alteration of the original records shall be allowed. Notwithstanding the foregoing, the Association may, at the option of the Board or the person responsible for producing the requested records, provide copies in digital form by electronic mail to the owner in the interest of convenience provided the owner acknowledges and accepts

delivery of the requested records in such manner in lieu of producing original records.

- G. The requested records shall be made available for inspection by the owner or his or her authorized representative on or before ten (10) business days subsequent to actual receipt by the Association of the written request for inspection (for requests sent by electronic mail, this period shall run from the date the e-mail from the owner is opened by the person responsible for producing the requested records). This time frame may be extended by written agreement of the unit owner. The Association shall notify the unit owner by telephone, in person, or in writing (or by electronic mail for requests received by electronic mail), that the records are available and shall attempt to make the records available at a mutually convenient time and date. The Association shall not be obligated to make records available less than five (5) business days after receipt of an owner's request submitted in the manner required by this rule.
- H. Subject to the requirements of paragraph G above, Inspections shall be conducted between the hours of 9:00 a.m. and 12:00 p.m. on Mondays, Wednesdays and Fridays, so that the staff has adequate time within their regular work hours to discharge their other duties to the Association. If an Owner is unable to review records during the prescribed hours, a mutually convenient time shall be arranged.
- I. If a unit owner desires to obtain a copy of any record, the unit owner shall identify the record desired during the inspection. The Association shall not be obligated to copy portions of records. The requested copies will be made available within a reasonable time. Records copied by a unit owner or a unit owner's authorized representative shall not be posted online, on social media or anywhere in the public domain if the records contain information defined as privileged under Section 718.111(12), F.S. as same may be amended or renumbered from time to time.
- J. A unit owner shall pay twenty-five (25) cents per page for letter or legal sized copies, payable in cash or check at the time the copies are requested. The Association shall not be obligated to undertake the photocopying of any records until payment is received by the Association. The Association reserves the right not to accept personal checks from any owner who has previously submitted a check to the Association for any charge which has been returned due to insufficient funds.

IV. MANNER OF INSPECTION

- A. No written request for inspection or copying shall be made in order to harass any unit owner, resident or Association agent, officer, director or employee.
- B. All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association office or office where the records are otherwise inspected or copied. The Association office, or office of inspection, may assign one staff person to assist in or supervise the inspection.
- C. The Association shall maintain a log detailing:
 - i. The date of receipt of the written request for inspection
 - ii. The name of the requesting party
 - iii. The requested copies
 - iv. The date the owner was notified of the availability of the records
 - v. The date the records were made available for inspection or copying

- vi. The date of actual inspection and copying
- vii. The signature of the unit owner acknowledging receipt of or access to the records. Every person inspecting or receiving copies of records shall sign said log or a comparable receipt prior to the inspection or receipt of copies.

The foregoing provision of this rule are subject to and superseded by any conflicting provision in the Condominium Act and Florida Administrative Code which shall be automatically incorporated herein.

Unit Owner Participation at Meetings

BOARD AND COMMITTEE MEETINGS

Board and Committee Meetings Defined.

A. Board Meeting is defined as a quorum of directors gathered to conduct official Association business. Board Meeting does not include fact finding inquiries or investigations, or legal inquiries or investigations, used as a basis to obtain information or documentation and inform directors so that directors may determine, at a Board Meeting, what course of action to take. Without limiting the foregoing, Board Meeting does not include a meeting between the Board and its attorney when the meeting would be protected by the attorney-client privilege or when the meeting concerns proposed or pending litigation. Board Meeting also does not include a meeting where personnel matters will be discussed.

B. Committee Meeting is defined as a quorum of committee members gathered to conduct the official business of the committee. Committee Meeting does not include fact finding inquiries or investigations, or law inquiries or investigations, used as a basis to obtain information or documentation and inform committee members so that committee members may determine or recommend, at a Committee Meeting or Board Meeting, what course of action to take. Without limiting the foregoing, Committee Meeting does not include a meeting between the committee and the Board's attorney when the meeting would be protected by the attorney-client privilege or when the meeting concerns proposed or pending litigation.

C. Committee is defined as an official body created by the governing documents or by Resolution of the Board of Directors or President to which certain specified powers (as set forth in the Resolution) are delegated or to which certain actions (as set forth in the Resolution) have been delegated. The official business of the committee is as set forth in the Board of Directors' or President's Resolution creating the committee.

Attendance at Board or Committee Meetings.

- A. A unit owner has no right to and cannot attend a Board Meeting or a Committee Meeting except as provided by law. A person who is not a unit owner cannot attend a Board Meeting or a Committee Meeting, except for a person named as a power of attorney for a unit owner.

Participation at Board and Committee Meetings.

- A. A unit owner cannot make a statement at a Board Meeting or a Committee Meeting except as provided by law. A person who is not a unit owner cannot make a statement at a Board Meeting or a Committee Meeting, except for a person named as a power of attorney for a unit owner.

- B. A unit owner who wants to make a statement at a Board Meeting or a Committee Meeting must submit a written request to make a statement to the Secretary (or Manager). The written request must specify the agenda item on which the unit owner wants to make a statement. The written request must be submitted prior to the time of the Board Meeting or Committee Meeting. A unit owner who fails to timely submit the written request to make a statement cannot make a statement at the meeting. A unit owner can speak only in reference to the agenda item specified in the written request. No unit owner can make any statement on anything other than the particular agenda item specified in the written request to make a statement. A separate written request must be made for each Board Meeting and each Committee Meeting at which the unit owner wants to make a statement. Blanket or general written requests to make statements, such as "All Unit Board Meetings", are prohibited and will not be honored.
- C. A statement by a unit owner at a Board Meeting or Committee Meeting is restricted solely to items designated on the agenda for that Board Meeting or Committee Meeting. Statements on any item, subject, issue, or matter that is not specifically designated on the agenda for that meeting are prohibited.
- D. A unit owner can speak only 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 cannot exceed three (3) minutes unless requested to do so by the Chairman of the meeting. The Chairman of the meeting will give the floor to the unit owner permitted to make a statement subsequent to the discussion by the Board of Directors or Committee of the agenda item upon which the unit owner will make a statement, but prior to the voting of the directors or committee members on that agenda item.

Recording Board or Committee Meetings.

- A. No unit owner can tape record or videotape any Board Meeting or any Committee Meeting except as permitted by law. For security and privacy reasons, videotapes of meetings made by a unit owner are not to be uploaded to the internet in any fashion including by posting to sites such as YouTube or viewable by the general public. A unit owner who wants to tape record or videotape a Board Meeting or Committee Meeting must submit a written request 24 hours in advance to tape record or videotape the meeting to the Secretary (or Manager) prior to the time for the meeting. The written request must specify the method of recording the unit owner will utilize. A separate written request must be made for each Board Meeting and each Committee Meeting the unit owner wants to tape record or videotape. Blanket or general written requests to record meetings, such as "All Unit Board Meetings", are prohibited and cannot be honored.
- B. No tape recording or videotaping of any Board Meeting or any Committee Meeting can interfere with or obstruct the meeting. None of the equipment used for taping can interfere with or obstruct any unit owner's or director's view of the meeting, ability to hear the meeting, 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 is prohibited. All taping equipment used must conform to the electrical codes. No accessory can be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet. The use of wearable technology including but not limited to Google Glass to surreptitiously tape any Board Meeting or any Committee Meeting will result in the user of such technology being ejected from the meeting in addition to the penalty set forth in Subsection D.
- C. The Board of Directors or Chairman of the meeting reserves the right to limit the number of tape recorders and videotape recorders at a meeting to avoid

confusion tangled or cumbersome equipment and safety problems.

UNIT OWNER MEETINGS

Unit Owner Meetings Defined.

- A. Unit Owner Meeting is defined as a quorum of unit owners gathered to conduct official Association business. Unit Owner Meeting does not include fact finding inquiries or investigations, or law inquiries or investigations, used as a basis to obtain information or documentation and inform unit owners so that unit owners may determine, at a Unit Owner Meeting, what course of action to take.

Attendance at Unit Owner Meetings.

- A. A unit owner or a person named in a valid proxy as a proxy holder for a unit owner for that meeting cannot attend a Unit Owner Meeting except as provided by law. Any person other than a unit owner or a person named in a valid proxy as a proxy holder for a unit owner for that particular meeting or a person named as a power of attorney for a unit owner, is prohibited from attending a Unit Owner Meeting.

Participation at Unit Owner Meetings.

- A. A unit owner or a person named in a valid proxy as a proxy holder for a unit owner for that particular meeting cannot speak at a Unit Owner Meeting except as provided by law. Any person other than a unit owner, a person named in a valid proxy as a proxy holder for a unit owner for that particular meeting or a person named as a power of attorney for a unit owner is prohibited from speaking at a Unit Owner Meeting.
- B. A unit owner, a person named in a valid proxy as a proxy holder for a unit owner for that particular meeting or a person named as a power of attorney for a unit owner who wants to make a statement at a Unit Owner Meeting must submit a written request to make a statement to the Secretary (or Manager). The written request must specify the particular agenda item on which the unit owner or the person named in a valid proxy as a proxy holder for a unit owner for that particular meeting wants to make a statement. The written request must be submitted at least 48 hours prior to the time of the meeting. A unit owner, a person named in a valid proxy as a proxy holder for a unit owner for that particular meeting or a person named as a power of attorney for a unit owner who fails to timely submit the written request cannot make a statement at the meeting. A unit owner, a person named in a valid proxy as a proxy holder for a unit owner for that particular meeting or a person named as power of attorney for that owner, can speak only in reference to the particular agenda item specified in the written request. No unit owner, no person named in a valid proxy as a proxy holder for a unit owner for that particular meeting and no person named as a power of attorney for that unit owner can make any statement on anything other than the particular agenda item specified in the written request to make a statement. A separate written request must be made for each Unit Owner Meeting at which the unit owner, person named in a valid proxy as a proxy holder for a unit owner for that particular meeting or a person named as power of attorney for that unit owner wants to make a statement. Blanket or general written requests to make statements, such as "All Unit Owner Meetings". Are prohibited and cannot be honored.
- C. Any statement by a unit owner or a person named in a valid proxy as a proxy holder for a unit owner for that particular meeting at a Unit Owner Meeting is restricted solely to items designated on the agenda for that meeting. Statements on any item, subject, issue, or matter that is not specifically designated on the agenda for that meeting are prohibited.

- D. A unit owner, a person named in a valid proxy as a proxy holder for a unit owner for that particular Unit Owner Meeting, or a person named as a power of attorney for that unit owner can speak only once in reference to the agenda item specified in the written request. A unit owner statement, a statement by a person named in a valid proxy as a proxy holder for a unit owner for that particular meeting or a statement by a person named as a power of attorney for that unit owner cannot exceed three (3) minutes. The Chairman of the meeting will give the floor to the person permitted to speak subsequent to the calling of the agenda item upon which the person will make a statement, but prior to the voting of the unit owners upon that agenda item.

Recording Unit Owner Meetings.

- A. No unit owner can tape record or videotape any Unit Owner Meeting except as permitted by law. For security and privacy reasons, videotapes of meetings made by a unit owner are not to be uploaded to the internet in any fashion including by posting to sites such as YouTube or viewable by the general public. A person who is not a unit owner cannot tape record or videotape a Unit Owner Meeting. The use of any type of wearable technology, including but not limited to, Google Glass falls within the definition of "tape recording" or "videotaping" a meeting and owners and/or users of such devices must comply with this subsection entitled "Recording Unit Owner Meetings". A unit owner who wants to tape record or videotape a Unit Owner Meeting must submit a written request 72 hours in advance to tape record or videotape the Unit Owner Meeting to the Secretary (or Manager). The written request must specify the method of recording the unit owner will utilize. A separate written request must be made for each Unit Owner Meeting the unit owner wants to tape record or videotape. Blanket or general written requests for tape recording or videotaping, such as "All Unit Owner Meetings", are prohibited and cannot be honored.
- B. No tape recording or videotaping of any Unit Owner Meeting can interfere with or obstruct the meeting. None of the equipment used for taping can interfere with or obstruct any unit owner's or director's view of the meeting, ability to hear the meeting, 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 is prohibited. All taping equipment used must conform to the electrical codes. No accessory can be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet. The use of wearable technology including but not limited to Google Glass to surreptitiously tape any Unit Owner Meeting will result in the user of such technology being ejected from the meeting in addition to the penalty set forth in Subsection D.
- C. The Chairman of the Meeting reserves the right to limit the number of tape recorders and videotape recorders at a Unit Owner Meeting to avoid confusion, tangled or cumbersome equipment and safety problems.
- D. Any person violating the rules regarding taping of meetings will lose the right to tape record or videotape any and all meetings held during the twelve (12) month period following the rule violation.

ENFORCEMENT OF MEETING RULES

Ejection.

- A. Any person not authorized by law and these rules to attend a meeting is prohibited from attending the meeting or must be ejected from the meeting when his or her presence is detected. Notwithstanding the above or anything in these rules to the contrary, the Board of Directors or a Committee may invite a

person to a meeting, who otherwise would be prohibited from attending the meeting, if that person will make a presentation to the Board of Directors or the Committee on an agenda item for that meeting, if that person is appointed as the Sergeant-at-Arms for that meeting or if the Board of Directors or Committee feels that such person's presence would be beneficial to the meeting's function or purpose.

- B. Any person who interferes with the peaceful operation of the meeting can be ejected from the meeting. The Chairman of the meeting may, in the Chairman's sole discretion, give the non-complying person a warning 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, will 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.

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Fines.

- A. 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.

Legal Action.

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

Other Remedies.

Nothing in these rules can be construed to limit or restrict any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association are cumulative.