

TROPIC BAY CONDOMINIUM ASSOCIATION, INC. RULES AND
REGULATIONS

I. Rules Regarding Access to Official Records

Association's official records shall be open to inspection by any Member, or the Member's authorized representative, pursuant to the following rules and regulations regarding the frequency, duration, time, location, notice and manner of record inspections and copying:

1. Any of Association's Members may submit a written request to inspect Association's official records.

a. For official records requests, E-mail, Regular Mail, or Hand Delivery is acceptable. All such requests shall be directed to the Property Manager at the following address: Tropic Bay Condominium Association, Attn: Property Manager, 2801 Florida Blvd, Delray Beach, FL 33483 or tropicbay@kwpmc.com (or any other address as may be designated by Association's Board of Directors from time to time). Pursuant to Florida Statutes Section 711(12), the Association shall have 10 business days in which to respond. The request shall be in a checklist form for clarity of the request and ease of responding in accordance with the Florida Statutes. A copy of a suggested form is attached as Exhibit A.

b. Only Association's Members or the Member's authorized representative may have access to Association's official records. Upon receipt of the Member's written request, Association shall respond to such written request within the time periods required by law as indicated above. It is then up to the subject Member, or the Member's authorized representative, to contact the Association's Manager to schedule an appointment to inspect Association's official records. A Member must give Association's Manager at least two (2) working days' notice of the requested appointment date and time.

2. Association shall have no obligation to mail or e-mail any Member copies of any requested records. Association's only responsibility and duty is to make its records available for inspection and copying or reproduction by the subject Member or the Member's authorized representative.

3. Any Member who plans on having an authorized representative inspect the records for the Member or attend the records inspection with the Member must provide Association's Manager with the name of the Member's authorized representative prior to the scheduled records inspection (or attend the records inspection with the authorized representative if the representative is the Member's attorney), failing which the alleged representative will not be given access. Only one person will be given access at any one time, unless the Member's authorized representative is the Member's attorney, in which case both the Member and his authorized representative may attend the records inspection.

4. All records inspections will be conducted in the presence of Association's Manager or another Association representative. No person inspecting Association's official records may

remove the records at any time from the place where the records are located, and the inspection conducted or make any modifications or alterations to the records.

5. All records inspections will be limited in duration to no more than four (4) hours in any given day, during normal business hours (i.e. between 9:00 a.m. and 5:00 p.m.)

6. No Member (or Member's representative(s)) may make more than three records inspection requests in any given month per unit. If any records inspection takes more than four (4) hours to complete, or if the Member or the Member's authorized representative cannot complete the records inspection during the given day (for whatever reason), a second day will be scheduled; ~~which additional day will be considered an additional request and will be counted towards the maximum limit of no more than 3 requests in any given month.~~ Any Member making more than 3 records inspection requests in any given month will be denied access until the following month, and such request shall be considered to be a request submitting during the following month.

7. If any Member or representative wishes to make copies of any official record(s), the Member or representative may flag with a tab or post it any record(s) for which the Member requests copies, which copies will be made by Association's Manager or staff at a cost of \$.25 per page. The Member or representative must pay such costs in advance, failing which the copies will not be made until and unless Association first receives payment for such copies. If the copies are too voluminous to be made using Association's copy machine, Association shall arrange for the copies to be made by an outside vendor, at the Member's sole cost and expense, in which event the Member must pay the actual copy costs prior to Association making the requested copies available to the Member. If the record consists of a videotape or audio recording, and the Member wishes to obtain a copy of same, Association shall arrange for the copy of the videotape and/or audio recording to be made by a qualified company, at the Member's sole cost and expense, which costs must be paid by the Member in advance of the Member's receipt of the copy of the videotape or audio recording. The Member may wait for the copies to be made on site, or may request that Association notify the Member when the copies are ready for pick up by the Member. The Association shall not be responsible for mailing or otherwise delivering any requested copies to the Member, but shall make any requested copies available for pick up by the Member at a location designated by the Association.

8. If the Member or the Member's representative at any time during the records inspection becomes abusive towards Association's Manager or any Association representative overseeing or supervising the records inspection, and/or creates a nuisance or otherwise acts in a disruptive manner, Association's Manager and/or representative may immediately terminate the records inspection and demand that the Member and/or Member's representative immediately leave the location of the records inspection. Notwithstanding such termination of the records inspection, the inspection shall be considered as having taken place and shall be counted against the maximum number of records inspections permitted by such Member during such month.

II. Rule Regarding Inquiries

1. For questions and inquires which are not document only requests, an owner must submit a written inquiry by certified mail, return receipt requested to the Association's Manager, at the following address: Tropic Bay Condominium Association, Attn: Property Manager, 2801 Florida Blvd, Delray Beach, FL 02879 (or any other address as may be designated by Association's Board of Directors from time to time).

2. Any such request that is not sent by certified mail (including without limitation any request sent by e-mail, fax, regular mail or personal delivery) will be ignored and/or disregarded.

3. The Association shall only be obligated to respond to three (3) written inquiries per unit in any given 30-day period. Any additional inquiry or inquiries shall be responded to in the subsequent 30-day period, or periods, as applicable pursuant to Florida Statutes 718.112.

4. Inquiries under this provision are not intended to be routine questions regarding an owner's individual account, service requests, or similar questions. Inquiries under this provision are those that require the development of substantive responses or analysis.

III. Rule Regarding Participation in Board, Membership and/or Committee Meetings:

1. Members only have the right to speak on a designated agenda item.

2. A Member may only speak once on the designated agenda item, and only for three (3) minutes. The chairman of the meeting may, however, in the chairman's sole and absolute discretion, grant such speaker additional time, ~~but any such granting of additional time shall not obligate the chairman to extend the same or similar courtesy to any other speaker. If such a request for additional time is granted, then any other owner so desiring shall be afforded the same amount of time to speak on the same agenda item.~~ No Member may cede their time to another Member, thus expanding the Member's 3 minute time frame to address an agenda item.

3. A Member must, at all times, conduct himself or herself in a respectful and courteous manner in accordance with the Association's By Laws, Section 5.16. If the speaker, or any other Member, at any time becomes abusive or disruptive, the speaker's or Member's right to participate further in the meeting may be suspended, and the person may be asked to, and shall, leave the meeting. If any Member attempts to speak on any item not included on the agenda, the chairman of the meeting (or any other representative of the Association) may immediately interrupt the Member to inform such Member that the item is not on the designated agenda and, therefore, may not be brought up for discussion. It shall be considered disruptive for any Member, after receiving such notification, to continue to speak or attempt to continue to speak on any item not included on the agenda for such meeting. If a Member who has been deemed to be abusive or disruptive and who has been asked to leave the meeting refuses to leave the meeting, the Association may then adjourn the meeting, or if the meeting is attended by a sergeant at arms, request the sergeant at arms to escort the Member out of the meeting room. Such Member may also be held in violation of the Association's rules and subject to a fine or any other remedy available to the Association.

4. Any Member may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:

a. The only audio and video equipment and devices which Unit Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions;

b. Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting;

c. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording; and

d. At least 24 hours prior written notice shall be given to the Secretary of the Association by any Unit Owner desiring to make an audio or video taping of the meeting.

5. No tenants or guests (as defined by the Association documents) are permitted to attend any meeting of the Board unless otherwise specifically approved by the Board. Approved tenants or guest shall not be entitled to speak at the meeting.

IV. Rule Regarding Interaction and/or Contact with Association Employees and/or Vendors:

1. The Association and its Property Management Company regularly retain employees and/or vendors to assist in carrying out the duties and functions of the Association. Section 718.11 1(1)(c), Florida Statutes, provides that "a unit owner does not have any authority to act for the association by reason of being a unit owner."

2. The Association acts only through its Board of Directors and its designated Property Management Company.

3. Accordingly, to avoid any confusion or interference in the performance and completion of the Association's duties and functions, no Member or resident shall issue any direction(s) or instruction(s) to any Association or Management Company employee or vendor.

4. Additionally, all Members and residents shall treat all Association and Management Company employees and/or vendors with dignity and respect, and no Member or resident shall do or say anything to any Association employee or vendor that in any way may be deemed to constitute a nuisance or annoyance or that in any way may be deemed to be abusive or that in any way interferes with their performance, all as determined by the Board and/or the Property Manager in its reasonable discretion.

5. Further, no Member or resident shall have any direct contact with any Association employee or vendor except for the Association's property manager and/or office staff, to whom any

Member or resident may direct any complaint or concern related to any Association employee or vendor.

6. The Association may seek to fine any Member or resident who violates this rule and may also bring an action against any Member or resident who violates this rule, seeking to enjoin any further violation. Additionally, in the event a Member or resident violates this rule, the Association may restrict a Member's or resident's further access to such employee and/or vendor, by requiring that any further communication between the Member/resident and such employee/vendor be limited to written communications only and/or by suspending the Member's or resident's access rights to the Association office.