

ISLANDER CLUB OF LONGBOAT CONDOMINIUM ASSOCIATION, INC.

CONDOMINIUM RULES AND REGULATIONS

Introduction

The ISLANDER CLUB OF LONGBOAT CONDOMINIUM ASSOCIATION, INC., is responsible for the operation of the condominium. In conformance to its ARTICLES OF INCORPORATION, the DECLARATION OF CONDOMINIUM, its BY-LAWS, and CHAPTER 718, FLORIDA STATUTES, the Association is empowered to prescribe such "House Rules" as it shall consider essential. The rules exist for the mutual benefit of all owners and residents and are intended to make living in our condominium pleasant and comfortable. The rules are not all-inclusive since they cannot contemplate all possible situations or circumstances. Owners have certain rights but also certain obligations. In general, behavior that is inconsiderate of others is not acceptable.

Administrative Authority

The Board of Directors of the Islander Club has approved these rules and has designated the Manager responsible for their implementation.

The Board of Directors shall appoint a Covenants Enforcement Committee charged with determining whether a unit owner or other person is violating, or has violated any of the provisions of the Declaration of Condominium, the Articles of Incorporation, the By-laws, or the rules and regulations of the Association. If the Committee determines that such probable cause exists, it shall report this to the Board of Directors for disposition.

Managerial Services

The condominium properties are managed by the Manager and the staff, all of whom are accountable to the Board of Directors. No other owner or lessee is authorized to issue instructions to the Manager or his staff.

All matters relating to the operation of the Condominium are to be directed to the Manager.

Office hours are posted on the office door.

Residents must not interrupt the performance of employees' regular duties. These duties do not include special work in individual apartments unless common elements are involved.

Personal services by any staff members may be performed during off-duty hours through arrangement between the resident and the staff member who will charge a fee.

Scheduled pest control services are provided for all apartments quarterly. Additional service will be provided if problems are reported to the office. The Management staff will inspect the apartments of absent owners and lessees on a weekly basis. Admission into all units is required

Registration

Owners & Lessees

The Association requires residents and lessees to notify the office staff, either in person or by e-mail, letter or fax, of the names and addresses of all those in their party as well as their arrival and departure dates. A form is maintained in our office for each unit.

Overnight Guests

The safety and security of our residents and guest is paramount. Therefore we cooperate closely with the Longboat Key Fire/Rescue departments. Part of our cooperation entails accounting for each person occupying a unit overnight.

Accordingly we require all guest to register without office. The owner or lessee must personally submit the name of each overnight guest-including infants.

No more than eight persons in total may occupy a unit overnight regardless of relationship to the owner or lessee.

No person under 21 years of age may occupy an apartment overnight in the absence of a responsible adult.

Owner Responsibility

Actions of Others

Whether or not the owner or Resident Family is present, each owner is responsible for the actions of lessees and guests and for informing them of our rules. This book and a shorter laminated-card version are available at the office and are intended to help.

Children

The conduct, behavior and safety of children are the responsibility of parents, guardians or adult hosts at all times. The lobbies, foyers, stairways, hallways, elevators and parking lots are off limits to play.

Repair & Maintenance

Owners are responsible for the repair and maintenance of their individual apartments. Permission will not be granted to carry out any project that generates noise before 8:00 a.m. or after 4:00 p.m.

Mail/Packages

Residents are responsible for receipt of their mail and packages. If you plan to be absent arrange for the Postal Service or friends to hold or forward your mail.

FedEx, UPS, etc. may be delivered to the office when the absent resident has given the office written authorization to accept it.

Bicycles

Bicycles may be stored only in the special space provided in the north tower. You may not store a bicycle in your apartment or any parking area. There is a \$25 annual fee per bike.

Space can accommodate only bicycles that are actively used. Otherwise, bicycles will be disposed of after notification to remove.

Please drop by the office to register your bicycle and receive a numbered sticker to identify it.

Roller Blades, Roller Skates, etc.

No roller blades, roller skate boards, or similar equipment may be used in the interior common areas or the pool deck.

Trash

Except for recyclable materials and newspapers, all trash must be placed in plastic bags (provided by the office) and securely fastened before being disposed of in the chute. Do not throw any materials in the chute that might cause a fire.

Dropping loose vacuum cleaner bags down the chute is a fire hazard. Place the bags in plastic bag and tie it first before disposing.

Magazines and advertising materials may be put down the trash chute but must be bagged.

Recyclables

Aluminum cans, glass and plastic containers must be rinsed and put in the containers located in the utility room on each floor.

Newspapers must be placed in the bins in the first floor utility room.

Large, heavy items of trash should be disposed of in the ground floor trash room.

To dispose of Christmas trees, purchase a plastic bag for the purpose. Place the tree in the bag before attempting to remove the tree from the premises. If you need help contact the Manager.

Pets

No pets are permitted on the premises except birds or fish.

Service Personnel

Maids, nurses, etc., may enter whenever the resident is here to admit them. Residents may apply to the Board to allow an entry key to be given to a caregiver.

When the resident is absent, maids will not be granted entrance if the office is not open. Maids must be registered by the resident with the office. Otherwise, admittance to the condominium will not be granted.

Common Property

Damage

Unit owners are responsible for damage to common property caused by family members, lessees, guests or the owner's suppliers.

Smoking

Smoking is prohibited by law in all common areas, including elevators, lobbies, hallways and utility rooms.

Elevators

When an elevator is used to carry anything that could cause damage, pads will first be placed in the elevator by the staff. Only one elevator in each tower will be used for this purpose, including moving.

The elevator alarm button or emergency call button should be used only in case of emergency.

Stairways, Hallways and Lobbies

Do not use the elevators if the fire alarm sounds. Evacuate the building by means of the stairs.

Fire Department regulations prohibit placing or storing anything in the stairways.

Nothing that can restrict passage by emergency personnel may be put in hallways.

Proper attire (cover-ups, footwear) is required whenever anyone, including children, is in any of the common areas of either tower or in the Clubhouse.

Carts

Each tower is provided with grocery carts and hand-baggage trucks. The carts are located in the ground floor utility room and should be returned promptly after use. Do not leave carts in hallways or elevators.

Laundry

Washers and dryers are available on each floor and are to be used on a first-come basis. Use equipment on your floor only. Remove laundry that has completed the washing/drying cycle immediately. Each user is responsible for leaving appliances in clean condition. This includes cleaning filters often.

No tints or dyes may be used in the machines.

Report equipment problems to the Manager immediately. Laundry room doors must be kept closed at all times (Fire Department rule).

Storage Facilities

Each apartment is assigned a space in the storage room located on the ground floor of each tower. All items stored should be marked with the unit number or owner's name.

All items stored must fit within the limited space assigned and may not extend in any manner beyond the edges of the space. Nothing is to be stored in the aisles or fastened to the end of a rack.

Each storage area must be kept neat and orderly. Stored items must be put in boxes, in luggage or bound together.

No combustible materials, such as paint, solvents, etc. are allowed.

No hazardous items such as boards with nails, glass, etc., may be stored in the area.

The room is not air-conditioned, and the association assumes no re-sponsibility for damage to or loss of personal property stored therein.

We recommend that seldom used items be sold or donated to charity. For assistance, see the Manager.

Seasonal lessees may not use the storage areas.

Swimming Pool, Patio and Beach

Pool hours are from 8 a.m. to 10 p.m. daily. All persons using the pool do so at their own risk. The pool may not be used while it is being cleaned.

Persons using the swimming pool and patio area are directed to read and obey the posted rules.

State law requires all persons to shower each time before entering a pool.

The pool is for use of residents and house guests.

Incontinent persons may not use the pool.

Children under the age of 3 must wear leak proof swim diapers. Children under 12 years of age must be supervised by a responsible adult at all times.

Wear proper swimming attire. Cut-off pants, long or short, are not permitted.

No diving or jumping in the pool.

No sitting or standing on the pool rope.

Lap swimmers must replace the rope when laps are completed.

No diving, running, ball playing and loud games.

No floats, rafts and other paraphernalia. However, swimming aids and water exercise equipment are OK.

Consuming food in the pool area is not permitted. Drinks in plastic containers are permitted. Headsets must be used with radios or tape/ disc players. Cover chairs with a beach towel when using sun lotions.

Adults and children in bathing attire are required to wear cover garments and footwear when entering the lobbies, elevators and other interior common areas.

NO PERSON SHALL ENTER THE BUILDINGS WITH DRIPPING CLOTHES OR SANDY FOOTWEAR

Saunas

Our saunas are open from 7 a.m. to 10 p.m. for the exclusive use of residents. If you have high blood pressure or heart problems, consult your physician before using any sauna.

Tennis Facilities

Rules for using tennis courts are posted at the tennis registration desk located in the clubhouse.

Our facilities are for the exclusive use of owners, lessees, house guests, and other guests accompanied by an owner or resident. No visitor may use the tennis courts unless in actual residence or accompanied by a resident.

Courts are available for play between 8:00 a.m. and dusk seven days a week. Play is limited to 90-minute periods. No player may sign up for more than one court or more than 90 minutes play per day. If no one else has reserved the court, play may continue beyond 90 minutes.

Players are asked to cancel their reservations if they do not intend to play at the reserved time. Players are allowed 10 minutes after reservation time to occupy the court. After that, the court is available to waiting players (first come, first served). The original reservation is void.

Players completing play are requested to sweep the court and clean the lines for upcoming players.

The office issues the weekly tennis signup sheet Fridays at 9:00 a.m. Players unable to be present for these assignments may file an official form (not earlier than the preceding Monday at 9:00 a.m.) that enters their name and reservation request. This form carries the same weight as personal appearance at the 9:00 a.m. Friday sign up. If there are more than two requests for play at the same time on the same day, the matter will be resolved by a lottery held shortly after 9:00 a.m. Friday. A lottery winner may not be in any other lotteries that same week. A player may make three reservations only prior to 9:00 a.m. Saturday; after that hour a player may sign up for additional days.

Proper tennis attire is required e.g., tennis shorts or tennis skirt, shirt and suitable tennis shoes.

Players are requested to drag the court and clean the lines before leaving.

Clubhouse

The Clubhouse is open from 7 a.m. to 10 p.m.

The second-floor Party Room may be reserved for private functions by arrangement with the Islander Club office. A completed reservation form and a \$100 fee is required.

The Party Room may not be reserved for series of events, nor may it be used for fund-raising purposes.

Party Room guests must park in the areas designated in advance by the manager. If you expect more than 20 cars, it will be necessary to hire a valet service.

CARS ARE NEVER ALLOWED TO PARK ON THE GRASS!

Caterers must park in the general parking lots after unloading.

If the Party Room is to be used after normal office hours, arrangements for securing the Clubhouse doors must be made with the manager. This closure service as well as assistance required to set up the room or rearrange it after the party will be charged at the rate of \$25 per hour.

The kitchen is to be used for food preparation and warming only, i.e., no cooking.

The Party Room, like all common areas of the Club is smoke-free.

Balconies

Take care not to drop, throw, sweep, etc. any object from unit balconies.

Keep balconies clean and attractive. They are not storage areas.

Potted plants and appropriate patio furniture are permitted but the owner is solely responsible if they cause damage by fall-ing. No object(s) may be hung over the railing for any reason. This includes towels, bathing suits, etc.

When a Resident Family plans to be away (see Hurricane

Preparations page 14) all furniture and loose items must be removed from the balcony.

No alteration, decoration, repair, replacement or change may be made to the exterior of the buildings, including balconies, without Board consent.

Temporary decorations, such as holiday lights at Christmas, are permitted.

Only electric grills may be used on balconies. Charcoal-fired or propane-gas grills are forbidden.

Parking

Resident Parking

Fire laws prohibit parking at any time in front of the Club-house or in front of the towers.

Residents must use the carport space reserved for their unit. Owners not in residence may allow others to use their spaces only by written notice to the office. Residents' second cars are to be parked in the general parking areas near Gulf of Mexico Drive. Motor homes, trailers, campers, boats or similar vehicles may not be parked on the property at all.

Residents may not park or store motorized two-wheeled vehicles on Islander Club property. Visitors' vehicles are permitted for the duration of a visit but must be parked in the general parking areas.

Use of the Resident loading area fronting each tower is limited to 10 minutes.

Residents must not use the guest parking areas even for short periods of time.

Guest Parking

Residents are responsible for instructing guests about parking rules.

Overnight guests must park in the general parking areas. No vehicle may park overnight in the guest areas.

Guests not staying overnight must park in the guest areas. If these spaces are filled, guests must park in a general parking area. Make parking arrangements with the office in advance of large parties and affairs.

Service Vehicle Parking

Residents should advise service-vehicle drivers to check in with the office on arrival to determine the need for elevator pads and to learn of our parking restrictions.

Service vehicles may never park in guest parking area without the Manager's permission. No service vehicle may park in a carport space unless approved by the Resident Family.

Deliveries/Service Work

All deliveries should be scheduled for office hours, Monday through Friday. Special arrangements must be made for Saturday deliveries to noon. No deliveries on Sundays or holidays. (Caterers, drugstores and florists are exempt from rules regarding time of delivery, but must comply with all other rules covering service vehicles.)

When service work cannot be scheduled for office hours, permission may be granted by the Manager to start work at 8:00 a.m. but all work must halt by 5:00 p.m. on weekdays. Under no circumstances will work be allowed after noon on Saturday.

For emergencies, e.g., plumbing or air conditioning problems, these rules do not apply.

The office will supply protective covering for the hall carpeting and tile and pads for elevators, when necessary. Unit owners are liable, however, for all damage to the common areas done by service and delivery people or for damage they do themselves. The unit owner is responsible for assuring that common areas are in the same condition after deliveries or repairs as they were originally.

Contractors

The unit owner is responsible for notifying the office whenever work which could affect plumbing, heating, air conditioning or electrical systems is to be performed.

The resident must advise the contractor to contact the Manager before starting the project. Proper general liability and workers compensation insurance must be shown by all contractors to the Manager.

Improvements

Hurricane Shutters

There are mandatory requirements for owners intending to install hurricane shutters. Check with the Manager for specifics. Manager approval is required prior to letting the contract for installation, No exceptions!

Alterations

The Declaration of Condominium requires every unit owner who intends to make or causes to be made any structural addition or alteration to his unit or to the Common Elements (a "Proposed Improvement") to first obtain written consent of the Association by filing an application. Florida statute section 718.113 (3) provides as follows:

"A unit owner shall not do anything within his or her unit or on the common elements which would adversely affect the safety or soundness of the common elements or any portion of the association property or condominium property which is to be maintained by the association." **See the Manager for details.**

Satellite Antennae

Any resident desiring to install a satellite antenna shall submit an installation plan to the Board of Directors for approval. The Board will review the plan and respond promptly. See the Manager for

specific requirements. No installation can proceed without board approval. Whenever the Resident Family is absent the antenna must be removed.

Sale or Rental of Apartments

Section 19 of the Declaration of Condominium contains important provisions for the sale, leasing, mortgaging or transfer of units.

Section 19 covers restrictions on the number and duration of leases, and provides for notice to the Association prior to the sale, lease or mortgaging of an apartment and for obtaining the approval of the Association.

Section 19.5 states that a unit owner may not lease a unit more than once within a 12-month period. That period is defined as October 1 of the current year through September 30 of the following year. Leases of one year or more are excluded from this determination.

Further, under "Resident-to-Resident leases" the host family must be in residence. The host may lease from another Resident Family on behalf of parents, siblings and children (see 19 .1 j).

An "Application for Approval" of a lease or sale must be completed and delivered to the Association together with a \$130 processing fee. In addition, a \$200 refundable deposit is required to protect the building against loss or damage to the common building areas during a move. The owner also is responsible for any damage in excess of \$200. A \$130 fee is charged for returning leases.

No lessee or purchaser may take possession of a unit or be given an electronic fob until approval of the sale or lease has been confirmed by the Board of Directors.

By Florida law, owners may either sell or rent their apartments by themselves or engage a real estate agent. The owner may not have another owner sell or rent an apartment in the complex for a fee or commission.

No employee of the Condominium Association may act as an agent to rent or sell a unit.

Sales Procedures

An owner selling a unit shall advise the office of the real estate firm hired for that purpose. If the owner wants a FOB for the agent a refundable fee of \$100 is required. An owner shall not allow anyone other than family or a Guest Resident to use an electronic security fob.

No signs or advertising devices of any kind for the sale of real estate or personal property that are visible from the exterior of any dwelling or common element are permitted except during real estate

Open House.

Open Houses may be held one (1) Sunday a month from 1:00--4:00 p.m., with at least (two) agents in attendance. One (1) to open tower lobby door and one (1) to be in unit. Signs may be placed at the entrance on Gulf of Mexico Drive and in front of the involved tower and must be removed by 4:30 p.m.

If the owner is not in residence and the agent does not have an assigned FOB and keys, an agent may show the apartment by registering at the office and requesting entry from the staff.

If the office is closed and the owner is not in residence, the agent must obtain the unit's key with a FOB attached, from the real estate office that listed the unit for sale.

Note: The FOB (obtained from the office), will be activated from 9:00 a.m. to 7:00 p.m.

Note: Other times may be available by contacting the Islander Club office during office hours.

Estate sales and garage sales are not allowed.

Leasing Obligation

Owners who lease their apartments - whether for a short term or long term - are obliged to furnish the lessee with a copy of the Condominium Documents, including the Declaration of Condominium and house rules.

Lessees are prohibited from subleasing their units or inviting any-one to occupy their apartments while they are not in residence.

ADDITIONAL NOTICES

Abandoned Vehicles

A motor vehicle is presumed to be abandoned if it is not moved within 30 days, or not properly licensed and tagged by the State of Florida or other applicable jurisdiction, or if it is otherwise in derelict condition. To assure that no authorized vehicle is mistakenly cited or removed, all vehicles must be registered with our office.

Fire and Health Hazards

No one shall permit any activity or store any items in an apartment, common area or storage area which could result in a fire or health hazard.

Power Failure

If the power to the residential buildings should fail, an emergency electric generator will start automatically within 90 seconds. These generators provide enough electric power to operate the elevators and to light the hallways.

Hurricane Preparation

During storm emergencies, staff will not have time to clear your balcony. Each resident who plans to be absent from the Islander Club during the hurricane season (June -November) must first remove all furniture, plants and other moveable objects from the balcony. The resident is responsible if an object blows off a balcony and causes damage. Moreover, the staff will clear the balconies of any residents who leave without removing such objects, or without notifying management of clearance arrangements. There is a charge of \$100 for clearance. In addition, any resident who is absent more than forty-eight (48) hours during the hurricane season shall be considered out of residence and subject to the same charge, unless other arrangements have been made (and management notified) to remove objects in event of an emergency.

Medical Emergency

Call the Rescue Squad at 911; then immediately notify the Islander Club Office so that our doors can be opened for the Rescue Squad and we can direct them to the correct apartment. Individuals requiring assistance due to falls or other causes must call 911.

APPENDIX 1

Building Security

The security system is for the protection of all residents. Outsiders are admitted to the buildings only by authorization of the residents they visit. You must insist that outsiders use the entry phone system to be admitted.

Our electronic entry fobs are crucial to our security. **Residents are not permitted to give fobs to maids, realtors or service people.**

Two electronic fobs are issued to each unit owner. A third can be issued upon payment of a \$50 refundable deposit. Each additional fob beyond three requires a \$100 refundable deposit.

TV monitoring system at each tower entrance provides our office with a view of anyone entering the building. Tower entrance doors should be kept closed at all times. Open doors interfere with the central air-conditioning system.

Our Declaration of Condominium provides for access to all units for maintenance, repair or replacement of any common elements therein or for making emergency repairs to prevent damage to other areas. Accordingly, all owners must provide the Manager with a key to their unit. If it is necessary to force entry into an apartment, the repair of the resulting damage will be at the expense of the unit owner. By law, doors to the fire stairs must be kept closed at all times. Access to the roof is permitted only to authorized maintenance personnel. The roof is "OFF -LIMITS" to all residents.

APPENDIX II

Improvements

I) Application. A Unit Owner seeking consent to a proposed improvement shall file a written application with the Association. Painting, redecorating, new carpeting, and new kitchen appliances do not fall in this category.

Such application shall be on forms approved from time to time by the Association, and shall, at a minimum, include the following:

- a. Unit Owner Information. Name, address and telephone number of Unit Owner (s) and Unit number.
- b. Description of Proposed Improvement
Description of the Proposed Improvement, may include a sketch or plans and specifications, if reasonably required by the Manager.
- c. Contractor(s) Name(s) and address (es) and telephone (s) of the contractor(s) who will perform the work.
- d. Time the approximate beginning and ending dates when the Proposed Improvements will be carried out.
- e. Contact Person, Where and how the Unit Owner(s) can be reached during the period of construction, and if the Unit Owner(s) will be unavailable, name, address and telephone numbers for a contact person designated by Unit Owner(s), whom the Association may contact in the event of any questions or problems during the work. Contact with, or notice to, such designated person shall be deemed the same as contact with, or notice to, the Unit Owner(s).
- f. Representation. Each application of a Unit Owner for consent to a Proposed Improvement shall include, and if it does not, shall be deemed to include, the representation and warranty of the Unit Owner(s) has/have, (or will have prior to Commencement of work) obtained any required building or other permits, (ii) that the contractor(s) are properly licensed, and fully insured (including public liability and workers compensation insurance), (iii) that the Proposed Improvement will not increase the rate of any insurance maintained by the Association, (iv) that the Proposed Improvement is not in conflict with any provision of the Declarations, Bylaws, other rules and regulations, or the Condominium Act, and (v) that the Unit Owner(s) will be financially responsible for any damage (whether to persons or property), loss, expense or claims of the Association, other Unit Owners, or other persons, which damage, loss, expense or claim is not covered by such contractor's insurance, or which arises out of or is related to the representations or warranty of such Unit Owner(s) herein being untrue or incorrect.

2) Review and Action. Upon receipt of an application for consent to Proposed Improvements, the Manager shall review such application and any additional information requested, and either consent or deny its consent within a reasonable time, not to exceed fifteen (15) days after receipt of a fully completed application and any additional information requested. The Manager shall furnish a photocopy of the appropriately signed application evidencing his consent. If the Manager does not consent to the Proposed Improvement, he shall advise the Unit Owner (s) in writing, specifying the reasons why he did not consent.

3) Standards. The Association shall consent to a Proposed Improvement of a Unit if the Manager finds, in the reasonable exercise of his business judgment, that the Proposed Improvement (i) is confined to the interior of the Unit, (ii) does not affect the structural integrity or soundness of the building, (iii) does not impair or adversely affect any Common Element Easement or utility line or installation serving the Common Elements or any other Unit, and (iv) is not likely to have any adverse effect on the Common Elements, other Units, and the use and enjoyment of other Units and the Common Elements by the members of the Association. To the extent that a Proposed Improvement is to Common Elements will affect **Common Elements**, the Manager may grant or withhold consent in his discretion, based upon his determination of whether such Proposed Improvement is in the best interest of the Condominium as a whole, the Association and its members. The Manager may deny consent to Proposed Improvement if he has reasonable substantial grounds to believe that the representations and warranties required of the Unit Owner(s) are not correct.

4) Hours of Work. All work associated with a Proposed Improvement shall be carried out in a manner that minimizes disturbance to other residents of the Condominium. All elements of the work that require the transportation of materials in the elevators, or are visible from the exterior of the Unit, or produce noise that can be heard from adjacent Units or in hallways, shall be conducted only during the times permitted on page 10.

5) Notice of Construction Deposit Due. All contractors or Owners shall pay at time of application for remodeling a security deposit of \$500 to be used for repair of any damage to common elements. The check is to be made payable to the Islander Club.

6) All pictures, paintings, drawings and decorations must be removed by owners. All walls, trim and floor coverings will conform except as noted below. Exceptions: 1) Any floor which is uniform in door design and hardware may remain as is providing the hardware color conforms to the building standard. Doors must be painted to building standard and receive new signage. 2) Any floor which has received Association approval for changes may remain as is except for wall, trim and ceiling color.

RESOLUTION

ISLANDER CLUB OF LONGBOAT CONDOMINIUM ASSOCIATION, INC.

WHEREAS, ISLANDER CLUB OF LONGBOAT CONDOMINIUM ASSOCIATION, INC. (herein, the "Association") is a condominium association governed by Chapter 718, Florida Statutes; and WHEREAS, Unit Owners are entitled to make inquiries pursuant to Section 718.112, Florida Statutes and are entitled to a timely and substantive response thereto; and WHEREAS, the Association Bylaws and Section 718.12(2)(a)2., Florida Statutes, states that the Association may, through its Board of Directors, adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries; and

WHEREAS, the Association Bylaws provides that the Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take acts in executing such powers; and

WHEREAS, in order to assure that the Association is able to respond timely to all Unit Owners who may make inquiries, and not be burdened with excessive or repetitive inquiries from any one Unit Owner, the Board finds it to be in the best interest of the Association and its members to adopt rules and regulations, as authorized by Section 718.112, Florida Statutes, to limit and regulate the frequency and manner of Unit Owner inquiries; and owner statements time limits during presentations at meetings, balancing the legitimate right of owners to that access with avoidance of undue harassment by those members who might seek to abuse those rights.

WHEREAS, Unit Owners are entitled to view the Association's Official Records pursuant to Section 718.111 Florida Statutes; the Board finds it appropriate to adopt reasonable rules with respect to the frequency, time, location, notice and manner of inspecting the Official Records and the making of copies; and WHEREAS, all Owners are entitled to speak at board meetings on certain agenda items; and WHEREAS, as authorized by Section 718.112, Florida Statutes, the Board finds it appropriate to adopt reasonable rules with respect to the length of time, order of speaking, and notice to the Board of the Owner's intent to speak; and NOW, THEREFORE, BE IT RESOLVED, THAT by the Board of Directors of Islander Club of Longboat Condominium Association, Inc. that the following rules are adopted as official rules of the Association governing owners inquiries to the Association and its representatives, owner emails and correspondence to the Association and its representatives, and owner presentation and speaking time limits during Board Meetings:

A. LIMITATION ON OWNER STATEMENTS OR INQUIRIES TO THE ASSOCIATION AND ITS REPRESENTATIVES.

1. An inquiry from a Unit Owner desiring a response must be in writing and be sent in accordance with Section 718.112, Florida Statutes. To properly submit an inquiry, a unit owner shall send the written inquiry to the Association by certified mail to the Association care of the Board of Directors.

2. All correspondence shall be in writing (typewritten or legibly printed by hand).

3. After a unit owner submits a written inquiry by certified mail to the Association, the Board shall respond in writing to the unit owner within thirty (30) days of receipt of the inquiry. The Board's response shall include a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been sought from the Division of Florida Land Sales, Condominiums, and Mobile Homes (herein, the "Division"). If the Board requests advice from the Division, the Board shall, within ten (10) days of receipt of the Division's advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the Association's receipt of the inquiry, provide in writing a substantive response to the inquiry.

4. The Association is obligated to respond to only one (1) written inquiry per condominium unit in any given thirty (30) day period. If a unit owner submits multiple inquiries or if the inquiry contains multiple sub-parts, the Board must respond to any additional inquiry or inquiries in the subsequent 30-day period or periods, as applicable.

B. LIMIT ON OWNERS PRESENTATION AT BOARD MEETINGS.

1. Unit Owners have the right to participate in all meetings with reference to all designated agenda items.

2. The Association will follow the three (3) minutes rule as per Robert's Rules of Order during Association Board Meetings.

C. OWNER INSPECTION AND COPYING OF OFFICIAL RECORDS.

1. Each member of the Association may submit a request for inspection of the statutory official records of the Association.

2. Each request shall be in writing (typewritten or legibly printed by hand).

3. Each request shall be sent to the Association by certified mail, return receipt requested, directed to the Association c/o President at the Office of the Association, or delivered in person.

4. The request may, but is not required, to suggest a date and time (or dates and times) preferable for the inspection.

5. The Association is not required to organize or assemble records in any particular manner for an inspection. The Association does not have the duty to collate or cull out records for the member's benefit.

6. Unit Owners shall not have the right to inspect or copy those records which are declared to be non-accessible to Unit Owners by law.

7. No member may submit more than three (3) requests for inspection of Association records in any thirty (30) day period.

8. All inspection of records shall be conducted at such place as determined appropriate from time-to-time by the Association president. No member shall remove original records from the location of inspection, nor alter the original records in any way.

9. Records shall be made available within five (5) business days subsequent to the receipt of the written request for inspection unless an alternate date and time is preferred by the member. The Association shall notify the member, by telephone, in writing or via email, that the records are available and the time, date, and place for such inspections.

10. No record inspection shall exceed four (4) hours per viewing between the business hours of 9:00 a.m. and 5:00 p.m.

11. If a member desires to make a copy of any record, the member shall request the records by written request or by designating the request by using tabs while re-viewing the records. Copies of the records shall be made available within five (5) working days of receipt of the request.

12. A member requesting photocopies shall pay the Association for those copies at the time of the request, in the amount of 25 cents per 8-1/2" x 11" page.⁴

13. No request to inspect Association records will be made in order to harass or annoy any member of the Association or any officer, director, agent, employee, volunteer, committee member or contractor of the Association.

The undersigned hereby certifies that the Association Board of Directors duly-adopted the above Resolution on this 26th day of March, 2015, at a Meeting of the Board of Directors.

ISLANDER CLUB OF LONGBOAT CONDOMINIUM ASSOCIATION, INC.

Robert Klosterman, As its President