

Pine Rush Villas Condominium Association, Inc.

Rules & Regulations

The following Rules and Regulations, as ratified by the Board of Directors on July 22, 2019, supersede previous Rules and Regulations of Pine Rush Villas Condominium Association, Inc. Unit Owners are responsible for assuring that their Tenants and Guests are aware of and obey these Rules and Regulations and are responsible for providing a copy of these Rules and Regulations.

VIOLATIONS OF RULES AND REGULATIONS

- Violations should be reported to the current Property Management Company contracted by the Pine Rush Villas Condominium Association.
- The Property Management Company or other designated responsible representative of the Association will bring the violations to the attention of the violating Unit Owner. The Property Manager will also notify the Board of Directors.
- Disagreements concerning violations will be presented to and evaluated by the Board of Directors as per the Association's grievance procedures.
- **OFFENDERS OF ANY OF THE RULES & REGULATIONS WILL BE GIVEN ONE WARNING AND THEN FINED.**

A. FACILITIES

1. The facilities of the Condominium are for the exclusive use of Association members, lessees and residents' guests.
2. Guests using the pools and other facilities must have an access key, furnished by the Unit Owner, with them when using these facilities.
3. Any damage to the buildings, recreation facilities or other common areas or equipment caused by any resident or their guest(s) shall be repaired at the expense of the Owner of the Condominium parcel associated with that resident or guest.

B. RESIDENTS

1. Each Unit shall be used only for the purpose of a single-family residence.
2. A family is defined to mean:
 - a. Persons related by blood, marriage or adoption; or
 - b. Not more than two unrelated persons living as a single housekeeping unit
3. Per the legal description in the Declaration of Condominium and International Fire Code 1004 Occupant Load:
 - a. No more than three (3) individuals shall reside in Units designated as Type A;
 - b. No more than five (5) individuals shall reside in Units designated as Types B and E;
 - c. No more than seven (7) individuals shall reside in Units designated as Types C, D and F.
4. Speed limit on the property is 10 MPH.
5. Smoking recreational marijuana is a Federal offence in the Units and on the limited and common elements and is PROHIBITED and is an ILLEGAL act which contravenes with the Association governing documents Article 19, Section C.
 - a. Exception is for persons who can provide and register with the Association a valid "medical marijuana" certificate provided by a certified professional.

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- b. Medical marijuana users registered with the Association should take reasonable measures to suppress the pungent smell of marijuana smoke in such a way that it will not constitute a nuisance or annoy non-smokers or neighboring residents.
6. Guests are the Owner's responsibility to follow the same Rules and Regulations.

C. NOISE

1. No Owner or resident may make or permit any disturbing noises in the building or on the Condominium property, whether made by Owner, owner's family, friends, guests or pets, nor may Owner do or permit to be done anything by such persons that would unreasonably interfere with the rights, comforts or other conveniences of other residents.
2. No person may play or allow to be played any musical instrument, phonograph, radio or television set in his unit or on or about the Condominium property if the same shall unreasonably disturb or annoy the other residents of the Condominium.
3. Proper soundproofing of floors must be maintained in all units which are above other units.
4. **All residents shall adhere to City Ordinances in effect on noise and disturbances.**

D. PETS

1. Condominium Unit Owners shall keep no more than two (2) pets in their unit.
2. **ALL CATS AND DOGS OWNERS HAVE TO COMPLY WITH PINELLAS COUNTY LICENSE/TAG LAWS (In Pinellas County, it is required by law that pet owners obtain a license for their cats and dogs. To obtain a pet license, each dog and cat over the age of four months must receive rabies vaccinations or an exemption letter from their veterinarian.)**
3. **Owners of cats and dogs (including tenants) must register the license/tags with the Pine Rush Villas Association Secretary with picture of the dog(s)/cat(s). NO EXCEPTIONS.**
4. Residents, house guests or visitors shall not keep pets that are **twenty-five (25)** pounds or more in weight. The Association insurance policy coverage does not permit the following types of dogs to be on the property because they are considered "Dangerous Dogs": Pit bull-type, Rottweiler, German Shepherd, Husky-type (including Siberian breeds), Malamute, Doberman Pinscher, Chow Chow, any Wolf-dog hybrid or any other dog that has been known to have bitten anyone where the injury required medical attention, or where any insured or any tenant, guest or visitor of the insured knew that a dog was potentially dangerous. House guests and visitors must limit temporary pet visits to a period of two weeks unless prior written approval of the Board of Directors has been obtained.
5. No pets other than normally accepted domestic pets shall be allowed.
6. The Unit Owner will be required to be sure that cats, dogs and all other pets or animals are always kept on a leash when the pet is outside the unit.
7. In no event shall the animal be allowed to enter the recreational areas and/or to cause a nuisance or disturbance of any kind or nature.
8. The Owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any pet on the Condominium property.
9. No animals owned by residents shall be allowed to commit a nuisance in the Unit, in any public portion of the buildings or grounds.

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10. Pets shall not be left chained outside the units. (Pinellas County, FL Code of Ordinances, Chapter 14 Animals, Article II Animal Services, Division 3 Dogs and Cats, Sec. 14-31 Unlawful restraint of dogs and cats)
11. No one is permitted to feed any stray animals, such as dogs, cats, racoons, squirrels, opossums or any other wildlife.
12. All animals are prohibited from the pools, clubhouses and pool decks.
13. **Residents with dogs/cats are responsible for the cleanup of their pets' fecal matter in the common area.**

E. OBSTRUCTIONS

1. Sidewalks, entrances, driveways, passages, patios, courts, stairways, corridors and the halls must be kept open and shall not be obstructed in any manner.
2. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other portion of the Condominium except such as shall have been approved in writing by the Board of Directors.
3. Nothing shall be projected out of any window in the Condominium without similar approval.
4. No radio, television aerial or antenna shall be attached to or hung from the exterior of the Condominium or the roof thereon without the express approval of the Association.
5. Each Owner may identify his Unit by a nameplate of a type and size approved by the Board of Directors and mounted in a place and manner as approved.

F. CHILDREN

1. Parents are responsible for the actions of their children at all times.
2. Children are not allowed to play in public halls or stairways.
3. Games involving moving objects that are thrown, struck, hit, kicked, etc. are not allowed in any common area.
4. Children should be instructed to be considerate of pedestrians when bicycle riding, roller blading, skateboarding or other similar recreation anywhere on the property.
5. Reasonable supervision must be exercised when children are playing on the grounds.
6. Children are not allowed to scream, yell or do any loud noises which is a nuisance for residents.
7. Children fourteen (14) and under must be supervised by an adult (18 or over) when in the pool, pool area, common grounds and clubhouses.
8. Damage caused by children is the responsibility of the Unit Owner where the children are residing or are a guest of the resident.

G. DESTRUCTION OF PROPERTY

1. Neither Owners, tenants, their dependents nor guests shall mark, mar, damage, destroy, deface or engrave any part of the buildings and common elements.
2. OWNERS shall be responsible for all such damage.

H. EXTERIOR APPEARANCE

1. The exterior of the Condominium and all other areas appurtenant to the Condominium common area shall not be painted, graffiti, decorated or modified by any Owner in any manner.
2. No additional patios will be allowed to encroach upon the common area.

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3. The existing patios remain part of the common area and access to them may not be denied by the Unit Owner.
4. No awnings, window guards, light reflective materials, tinting materials, advertising campaign, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the Condominium except as shall have been approved by the Board of Directors.
5. Windows and patio door should be covered with proper shades commonly sold in specialty stores with white backing. No paper, cardboard, flags, plywood or any other materials not commonly used for window covers may be used.
6. All privately owned plants must be in pots or planted in a bed. All bed plants require permission from Management, landscape supervisor or Board appointed officer.
7. All plants in pots must be kept permanently on your rear patio or in your home.
8. This policy also applies to all trellises, benches and anything else that is not part of the common area.
9. Repairs requiring exterior modification of building structure or penetration of exterior paint or stucco, surface treatment, texture, sealant or any other change to the building must receive written approval from the Association Board in advance of the work or repair to be performed. No work involving drilling, cutting, connecting, adhering or otherwise impairing the surface of the building's exterior (wall, roof, etc.) may proceed without written approval of the Association.

I. **CLEANLINESS**

1. Only garbage and normal household refuse from the Condominium shall be deposited in the dumpsters.
2. **NO LITTERING ON THE PROPERTY. Litter is nothing but a piece of waste or rubbish that has been disposed of improperly without consent and at a wrong location. Littering simply means throwing away objects on the ground or leaving them laying on the ground instead of disposing them in the outside garbage bins or inside home trash containers.**
3. Residents are responsible for properly disposing of other than normal household garbage and refuse (e.g. mattresses, furniture, appliances, etc.).
4. Proper disposal of large items means removal from the property or placed in the Furniture Corral located at the North side of the property on 100th Avenue.
5. No windows, mirrors or any large breakable glass can be disposed in the furniture corral or dumpsters and should be disposed of properly.
6. Building materials from Unit renovations are the responsibility of the Unit Owner and may not be placed in the Furniture Corral. Materials from Unit renovations placed in the Corral are subject to a "Cost of Disposal" fee charged to the Association and passed onto the Unit Owner.

J. **BALCONIES & PATIOS**

1. **The balcony or patio floors must be maintained by the Unit Owner according to the Covenants at their own expense.**
2. **Maintenance definition: Activities required or undertaken to conserve as nearly, and as long, as possible the original condition of an asset which a cost is incurred.**
3. No pots, receptacles or other movable objects may be placed or maintained on balcony railings.

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4. No appliances or other inappropriate objects may be placed on a balcony or patio.
5. No objects shall be hung from balconies or window sills.
6. Do not shake any cloth, clothing, rugs or mops from windows, doors, patios or balconies.
7. No towels, bathing suits or any other articles shall be hung from a balcony or patio.
8. Residents shall remove all loose objects from balconies and patios during periods of inclement weather.
9. Do not throw cigars, cigarettes or any other object from your balcony.
10. Unit Owners and residents shall not allow anything to be thrown or to fall from windows, doors, balconies or the interior of the building.

K. BARBEQUE GRILLS

1. City ordinance and LP Gas Code prohibit the use of gas, wood or charcoal grills on ALL balconies or patios.
2. Gas, wood and charcoal grills must be used at least ten (10) feet from any building.
3. No grills may be stored on the common area or any second-floor balcony.
4. Only electric grills may be used on **balconies** and patios.

L. SIDEWALKS AND WALKWAYS

1. Motorcycles, bicycles, garbage cans, trash bags, plants, laundry, dry cleaning, supplies or other articles shall not be placed or kept on sidewalks, in the hallways, on the common area, under stairways or on staircase landings.

M. DOOR LOCKS

1. Members must abide by the following requirement set forth in the Declaration of Condominium:
 - a. "In case of an emergency originating in or threatening any Condominium parcel, regardless of whether the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building superintendent or managing agent, shall have the right to enter such Condominium parcel for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the Owner of each Condominium parcel shall deposit under the control of the Association, a key to such Condominium parcel."

N. PLUMBING

1. Commodes and other plumbing shall not be used for any other purpose than those for which they are constructed.
2. Every Unit Owner must keep the plumbing system in proper working condition and without leaks.
3. Any leaks caused by plumbing which are not the responsibility of the Association must be dealt with between the affected parties.
4. Every Unit MUST change the water heater every ten (10) years to prevent leakage. NO EXCEPTIONS.
5. Every six (6) months, Unit Owners need to inspect the washer/dryer hose connection for leaks and replace them every five (5) years. Snake the water discharge pipeline when you inspect the water hoses.

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6. **UNDER NO CIRCUMSTANCES IS ALLOWED TO DISPOSE OF F.O.G. (FATS, OILS, GREASE), WIPES, DIAPERS OR ANY OTHER FOREIGN OBJECTS INTO THE KITCHEN/BATHROOM SEWER LINES.**
7. The cost of any damage resulting from misuse shall be borne by the Unit Owner.
8. **All plumbing repairs inside the Unit is the Owner responsibility to perform.**
9. If Owner is absent for more than thirty (30) consecutive days the Pine Rush Villas Association needs to be notified in writing with the dates and a contact name and number in case of plumbing emergencies call the emergency number for the current Property Management Company.

O. SOLICITATION

1. There shall be no solicitation by any person anywhere in the buildings for any cause, charity or any purpose whatsoever, unless specifically authorized by the Board of Directors.

P. PARKING

1. Vehicles must be parked in a designated parking space.
2. Each Unit is deeded one (1) parking space, assigned by number.
3. The Association reserves the right to tow away any vehicle not adhering to the parking rules, and/or any vehicle with an expired license tag or cannot operate on its own power.
4. No oversized vehicle or trailers may be parked on the property overnight.
5. Except for guest parking spaces, each parking space is assigned as an appurtenance to a particular Condominium parcel.
6. As such, each space may be used only by the Owner except when the Owner has given written permission (copy to the Board of Directors) for use by another Owner, lessee or resident.
7. Vehicles may not park in assigned spaces to which they are not assigned without proper permission.
8. No vehicle belonging to any Owner or to a member of the family of an Owner or guest, tenant or employee of an Owner shall be parked in such manner as to impede or prevent access to another owner's parking space.
9. The Owners, family, their employees, agents, visitors and tenants shall obey parking regulations posted at the private streets, parking areas and drives and any other traffic regulations promulgated in the future for safety, comfort and convenience of the Owners.
10. No vehicle, which cannot operate on its own power, shall remain within the Condominium property for more than twenty-four (24) hours.
11. No trade or sale of vehicles may take place within the parking areas of Pine Rush Villas. Transportation license plates and other transportation tags are not valid for parking within Pine Rush Villas. The Pine Rush Villas property may not be used for the storage, sale, trade or exchange of motor vehicles of any type. Offending vehicles will be towed and removed from the property.
12. No repair or maintenance of vehicles shall be made within the Condominium property.
13. No electrical cables or physical connections of any kind are permitted to extend from any Unit or building to a vehicle.
14. No car or vehicle washing is permitted on the property.
15. Cars or motorcycles/mopeds should be covered with proper commercial covers. No blankets, garbage bags or any non-commercial cover.

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16. Only passenger type vehicles will be allowed in the parking spaces. Parking space sizes are adequate. Please make certain your vehicles are parked within the painted lines and are pulled up close to the bumper. As a security measure, keep your vehicle doors locked.
17. Each Unit is permitted two (2) cars per Unit or one (1) for each licensed driver per Unit.
18. All residents must always display a parking permit from the rearview mirror while parked on Pine Rush Villas property. There is no charge for initial parking permits issued to each unit. There is a replacement fee of \$20. Owner(s) need to make sure their tenant(s) return their decal(s) or the Owner is responsible for the replacement fee.
19. **OFFENDERS OF ANY OF THE PARKING RULES AND REGULATIONS WILL BE GIVEN ONE WARNING AND THEN TOWED WITHOUT FURTHER NOTICE.**

Q. SALES, LEASES, TRANSFERS & OCCUPANCY OF UNITS

1. Each transfer of legal, equitable or beneficial ownership or possession of a Unit by sale, lease, gift, devise, inheritance or other transfer, and each permanent occupancy of a Unit separate from the sale, lease, gift, devise, inheritance or other transfer of the Unit shall be subject to and shall comply with the provisions of Article 34 of the Declaration of Condominium.
2. The Board of Directors shall consider the following guidelines for disapproval of a proposed sale, lease, other transfer or separate permanent occupancy of a Unit:
 - a. A proposed sale, lease or other transfer or separate permanent occupancy of a Unit may be disapproved for good cause by the Board of Directors based upon a criminal conviction as follows:
 - i. A conviction in any court on a felony charge of any intended purchaser, intended lessee, other transferee or any intended permanent occupant of the Unit.
 - ii. A conviction in any court on a misdemeanor charge involving violence or the illegal manufacture or distribution of a controlled substance of any intended purchaser intended lessee, other transferee or any intended permanent occupant of the unit.
 - b. A proposed sale or other transfer of ownership of a Unit may also be disapproved for good cause by the Board of Directors based upon credit history, as authorized by amended Article 34 of the Declaration of Condominium as follows:
 - i. A prior bankruptcy filing by any intended purchaser or other transferee within the last seven (7) years that resulted in discharge of debts of the intended purchaser or other transferee;
 - ii. A prior mortgage foreclosure filing on property owned by any intended purchaser or other transferee within the last seven (7) years.
 - iii. More than five (5) delinquent accounts identified as "placed for collection" on a credit report for the intended purchaser or transferee.
 - c. A proposed lease of a Unit may also be disapproved for good cause by the Board of Directors based upon a delinquency by the Unit Owner in the payment of an assessment on the Unit at the time approval is sought, as authorized by subsection 718.116(4) of Florida Statutes.

R. POOL RULES

1. **POOL HOURS ARE FROM DAWN TO DUSK**
 - a. **DAWN TO 9 AM, ABSOLUTELY NO NOISE**

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b. 9 AM TO DUSK, ABSOLUTELY NO SCREAMING AND/OR SHOUTING.

2. Pool gates are to remain locked.
3. Everyone must shower before entering the pool.
4. No animals in the pool or on the pool deck.
5. No food or glass containers in the pool or on the pool deck.
6. Pool maximum occupancy is fifteen (15) people.
7. For emergency assistance, dial 9-1-1.
8. WARNING: No lifeguard on duty; swim at your own risk.
9. WARNING: No diving in the pool.
10. No boisterous or excessively loud radios or behavior.
11. Children under the age of fourteen (14) must be accompanied by an adult.
12. Absolutely no alcoholic beverages permitted anywhere in the pool area.
13. Grills are not permitted anywhere on the pool deck.
14. Pool keys are \$35, contact Jenny Kidd at Ameri-Tech Community Management.

S. FISHING

1. Fishing is not allowed anywhere on property.

T. INSPECTION AND COPYING OF OFFICIAL RECORDS

1. *Official Records* – The official records of the Association, as defined in subsection 718.111(12) of the Condominium Act, are open to inspection and copying by any Association member or the authorized representative of such member, subject to provisions of the statute and this rule “T”.
2. *Submission of Written Request* – Any member who desires to inspect and/or obtain copies of official records shall mail or deliver a written request from the member or the member’s representative to the Association in care of the Community Association Manager at Ameri-Tech Community Management, 24701 US Hwy 19 N, Suite 102, Clearwater, FL 33763. The request shall be dated and shall state the name of the member and the member’s address, telephone number and Unit number.
3. *Content of Written Request* – The request shall specifically identify the particular record or records, including the pertinent dates or time periods of the records, and whether the records are to be inspected or copied. If the request does not comply with these requirements, then the Community Association Manager or assigned employee shall notify the member or member’s representative by telephone, in person or in writing of the manner of noncompliance on or before the fifth (5th) working day after the actual receipt by the Association of the written request for inspection and/or copying. Only the specific records identified in the written request shall be made available for inspection and/or copying in connection with that request.
4. *Limit on Frequency of Written Requests* – The member or members owning each Unit shall be limited to one (1) request for inspection and/or copying of the official records in any thirty (30) day period. A member shall not be entitled to more than one (1) such request for inspection and/or copying of the records in any thirty (30) day period because the member owns more than one (1) Unit. The member or members owning each Unit shall not request inspection and/or copying of the same record subject to a prior request for a period of one (1) year after the prior request.
5. *Limit on Quantity of Records Requested* – No member may request the inspection of more than ten (10) records at any one time and the Association shall not be required to produce

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records for inspection exceeding 200 pages at one time. If the member's request exceeds either ten (10) records or 200 pages, the Association shall provide records for these limitations and the member shall be notified that the remaining records will be made available for inspection at another inspection session not less than thirty (30) days after the initial or any prior inspection session, by appointment scheduled with the Community Association Manager or assigned employee. The foregoing limitations shall not apply to a member's request for copies of records that will be photocopied and delivered to the member subject to other provisions of this rule, or to any record which is required to be provided, at no charge, to a member of the Association under Florida law.

6. *Limit on Length of Inspection Session* – Each inspection session shall not exceed three (3) hours. At the end of the inspection session, the member shall be informed that any requested record(s) not inspected during that inspection session will be made available for inspection at another inspection session not less than thirty (30) days after the initial or any prior inspection session, by appointment, scheduled with the Community Association Manager or assigned employee.
7. *Location of Inspection Session* – All inspections of records shall be conducted at the office of either the Association or the Management Company (the “Inspection Office”), as specified by the Community Association Manager or assigned employee. An inspection of the records (the “Inspection Session”) shall be scheduled with the Community Association Manager or assigned employee by appointment only, during business hours and on the business days of the Inspection Office.
8. *Scheduling of Inspection Session* – Upon receipt of a written request for inspection of records from a member or member's representative, the Community Association Manager or assigned employee shall notify the member or member's representative by telephone, in person or in writing by mail that the requested records will be made available for inspection at a scheduled time, date and place, on or before the fifth (5th) working day after the actual receipt by the Association of the written request for inspection and/or copying. This time frame may be extended by written request of the member or member's representative in which case the Inspection Session shall be scheduled by the Community Association Manager or assigned employee for a mutually agreed later time and date. The requested records shall be made available to the member or member's representative at the scheduled date, time and place.
9. *Assigned Employee for Inspection Session* – Either the Community Association Manager or an employee of the Inspection Office assigned by the Community Association Manager (the “Assigned Employee”) shall assist the member or member's representative in the inspection and/or copying of the requested records. The member or member's representative shall direct all questions or requests only to the Community Association Manager. At the end of the Inspection Session, the member or member's representative may designate some or all of the records for copying by the Community Association Manager or Assigned Employee, by placing a paperclip or “post-it” note on the designated records.
10. *Conduct of Member or Member's Representative* – All persons inspecting or requesting copies of records shall conduct themselves in a business-like manner and shall not interfere with the operation of the Association office or Management Company office where the records are inspected or copied. No member or member's representative shall alter, deface or mark any record, but may designate records for copying as permitted by this Rule. Any violation of the provisions of this Rule by a member or member's

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representative shall result in the immediate termination of the Inspection Session. Any records remaining to be inspected or copied will be made available at another Inspection Session not less than thirty (30) days thereafter, by appointment scheduled with the Community Association Manager or Assigned Employee, provided the violator agrees in writing to comply with this rule.

11. *Request for Copying of Records* – Upon receipt of a written request for copying of records from a member or member’s representative, the Community Association Manager or Assigned Employee shall promptly notify the member or member’s representative by telephone, in person or in writing of the number of pages of the records and the cost of copying as well as the cost of postage if mailing is requested. Copies of the requested records shall be made available for pick up at the Inspection Office or shall be available for mailing to the member or member’s representative on or before the fifth (5th) working day after actual receipt by the Association of the written request for copying of records. In the event this time frame is impractical due to the voluminous nature or condition of the records, then copies will be made available as soon as practical after actual receipt of the written request.
12. *Payment for Copies of Records* – For records requested to be inspected and copied, payment for copies shall be made by the member or member’s representative at the end of the Inspection Session, after the records have been copied by the Community Association Manager or Assigned Employee. For records requested to be copied and picked up at the Inspection Office, payment for copies shall be made by the member or member’s representative at the time of pick up. For records requested to be copied and mailed, payment for copies plus the actual cost of postage for the mailing shall be made in advance of mailing, after the Community Association Manager or Assigned Employee has notified the member or member’s representative of the cost of copying and postage. All payments shall be made by check or money order only, made payable to “Pine Rush Villas”.
13. *Cost of Copies of Records* – If the records requested do not exceed twenty-five (25) letter or legal-size pages, the member or member’s representative shall pay twenty-five cents (\$0.25) per page. If the records requested exceed twenty-five (25) letter or legal-size pages, the member or member’s representative shall pay the greater of the actual cost of copying, including the labor costs related to the production of the records by the Association or Management Company personnel, or twenty-five cents (\$0.25) per page.

U. WRITTEN INQUIRY TO ASSOCIATION

1. *Written Inquiry* – A written inquiry may be made to the Board of Directors of the Association by any Association member pursuant to subsection 718.112(2)(a)2 of the Condominium Act and subject to this Rule.
2. *Submission of Written Inquiry* – Any member who desires to make an inquiry to the Board of Directors shall send the inquiry in writing by certified mail to the Association in care of the Community Association Manager at Ameri-Tech Community Management, 24701 US Hwy 19 N, Suite 102, Clearwater, FL 33763. The request shall be dated and shall state the name of the member, member’s address, telephone number and unit number.
3. *Limit of One Question for Each Written Inquiry* – The inquiry shall be limited to one (1) specific question for response by the Board. If the inquiry does not comply with the requirements of this Rule, then the Community Association Manager shall notify the inquiring member in writing by certified mail of the manner of non-compliance within ten

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(10) days after the actual receipt by the Community Association Manger of the written inquiry.

4. *Limit on Frequency of Written Inquiries* – The member or members owning each Unit shall be limited to one (1) written inquiry on one (1) specific question in any thirty (30) day period. If a member's written inquiry otherwise complies with the requirements of this Rule, but contains more than one (1) question, the Community Association Manager shall notify the inquiring member that the Board will respond to the additional question or questions in the subsequent thirty (30) day period or periods, as applicable.
5. *Board's Response to Written Inquiry* – The Board's response to a written inquiry from a member that complies with this Rule shall be made in writing from the Community Association Manager or President and sent by certified mail within thirty (30) days after receipt by the Community Association Manager of the inquiry. The response(s) shall either: (a) give a substantive response to the inquiring member; (b) notify the inquiring member that a legal opinion has been requested by the Board; or (c) notify the inquiring member that advice has been requested by the Board from the Division of Florida Condominiums, Timeshares and Mobile Homes. If a legal opinion is requested by the Board, then the Association shall provide a substantive response to the inquiry within sixty (60) days after receipt by the Community Association Manager of the inquiry. If the Board requests advice from the Division, the Association shall provide a substantive response to the inquiry within ten (10) days after receipt by the Association of the advice.