



Dear Prospective Homeowner:

On behalf of the Board of Directors of FAIRWAY PRESERVE AT OLDE CYPRESS CONDOMINIUM ASSOCIATION, INC., a Not for Profit Corporation we have prepared this packet for prospective purchasers of units at Fairway preserve condominiums.

The address for all correspondence with the association is:

7995 Preserve Circle
Naples, FL 34119

The telephone number where management can be reached is (239) 596-5380; fax (239) 596-5381; and the e-mail address is: manager@fairwaynaples.org. Management personnel are on site and are available by appointment.

If you have any questions please feel free to contact us.

Included in this packet are the following items that may help you as well as items that we will need you fill out and return to us as soon as possible:

1. An application providing us all of the details with respect to your household and ownership as well as how to contact you when necessary. Please include your personal E-Mail address, this shall be used for management purposes only and will allow correspondence to you via E-Mail and is the fastest and most cost effective method for management to contact you when necessary. Unless you also fill out the e-consent form (see section 8) your email address will not be shared, current Florida law states that e-mail addresses "are not accessible to owners." And they will not be 'official' points of contact for legally required notices.
2. A new resident checklist, this is a short summary of rules and expectations.
3. Many owners choose to lease their unit. Please refer to the condominium declaration for procedures and prohibitions on renting. There is a complete rental packet available on the community web-site, the rental application is required to be filled out in full and returned to the office for processing, can take up to 20 days to process and ALL tenants must attend an orientation prior to the lease beginning.

*7995 Preserve Circle, Naples, FL 34119 ~ (239) 596-5380 ~ (239) 596-5381 fax
www.fairwaypreservenaples.com*

4. A copy of the Rules & Regulations as well as the Frequently Asked Questions are included.
5. A list of phone numbers which may also be of help to you is included
6. A form to provide a voting representative for your unit. Your unit has one vote out of 264. In order for your vote to count when the time arises please return that form to us as soon as possible. If a unit is titled in more than 1 name a representative must be named.
7. If unit is titled in a name other than a natural person(s), such as a corporation or trust, a 'Certificate of Appointment of Primary Occupant' must be filled out designating a 'natural person' as the primary occupant regardless of occupancy. **This form is NOT necessary for units titled in the names of natural person(s).**
8. In 2024 the board passed a resolution allowing the association to conduct e-voting if or when a vote was to become necessary. Included in your application is a consent form, if you wish to partake in voting electronically (if it became necessary) please fill out this form **designating ONE (1) e-mail address as the 'voting' address** (we cannot enroll 2 email addresses). Additionally, if you wish to use e-mail as your 'official' point of contact for legally required notices there is a check box to allow you to consent to that also. **Please be aware that if you consent to receive electronic notice of meetings, your e-mail address designated for that purpose will be an official record of the Association.** In the interest of saving mailing and printing costs, as well as the timelier delivery of notices via e-mail, the board would encourage members to provide the association with the authority to send notices by email rather than by USPS
9. **If it is your intent to make any alterations to your unit please refer to the condominium documents in full, but sections 11.2 to 11.5 specifically. Any alterations made not in accordance with the documents can be ordered removed at owner expense.**
10. The association is required to have a copy of keys for each unit (see section 11.8 *Associations Access to Unit*). These keys are kept under lock and signed out when required. If you change your lock please make sure the office gets a copy of new key, if you do not change the lock please call office to make sure there is a current key on file as the prior owner may have changed lock without providing a copy.
11. **Painting of units and fire sprinklers.** If you intend to paint your unit please make sure sprinkler heads are properly covered/taped. By law an annual inspection is performed and sprinkler heads with **ANY** paint on them (spraying will aerosol paint and it can attach to heads even if away from area being painted) are required to be replaced and this is a unit owner cost (currently about \$95 per head). 20 minutes of preventative covering saves expensive replacement costs.

Again if we can answer any questions please call or e-mail.

LIST OF HELPFUL PHONE NUMBERS

- A. FPL (ELECTRIC COMPANY) 239-262-1322
Residential service
- B. COMCAST (Bulk internet) 239-793-3577
(TV service may be added at residents' expense)
- C. CENTURYLINK 855-698-3152
(alternate internet provider)

Water transfer shall be taken care of by management.

Thank you.

Arthur Moore, CAM
For the Board of Directors
239.596.5380
239.596-5381 fax
manager@fairwaynaples.org
www.fairwaypreservenaples.com



New Owner Application

Every person intending to purchase a unit at Fairway Preserve must complete this form.

Incomplete applications will not be accepted.

Please type or print clearly all requested information (form is fillable in Adobe).

Accompanying this application must be:

- (1) A copy of the Sales Agreement signed by applicant and unit owner, (first and last pages showing seller & buyers signatures is acceptable if on a FARBAR or NABOR contract)
- (2) Management file setup fee (check or money order) in the amount of \$200, payable to AVM Real Estate Services, Inc.
- (3) A transfer fee of \$100 shall be charged by association at closing.
- (4) All new **residents** must attend the community orientation before moving in, please reach out to management to schedule attendance.

A minimum of TEN (10) days is required to process an application. This period begins when the application together with all required attachments, are received in legible condition in the office of the property manager for Fairway Preserve Condominium, at the following address:

Fairway Preserve Condominium Association
7995 Preserve Circle
Naples, FL 34119

manager@fairwaynaples.org

*7995 Preserve Circle, Naples, FL 34119 ~ (239) 596-5380 ~ (239) 596-5381 fax
www.fairwaypreservenaples.com*

To the Board of Fairway Preserve at Olde Naples Condominium Association, Inc.:

I/we (names as listed below) wish to purchase a unit (listed below) at Fairway Preserve

Unit #: _____

Owner name (print): _____

Email address: _____

Contact phone #: _____ (cell/home/work)
Circle one

Owner name (print): _____

Email address: _____

Contact phone #: _____ (cell/home/work)
Circle one

The residence will be used as:

☐ Primary residence ☐ Seasonal residence ☐ Rental unit

☐ Other (please specify) _____

Primary address:
(if different than unit address) _____
Street

City State Zip

Mailing address:
(if different) _____
Street

City State Zip

Owner signature: _____

Owner signature: _____
I certify that the above information is correct

Purchases for rental purposes may skip to page 6

If unit is to be owner occupied please provide the following information:

PLEASE LIST ALL PEOPLE TO OCCUPY UNIT INCLUDING CHILDREN

**** Please note: Occupancy is restricted to no more than two (2) persons per Bedroom, including children, pursuant to Florida Law.***

Adults:

Name _____	DOB: _____
Phone # _____	E-mail: _____
Name _____	DOB: _____
Phone # _____	E-mail: _____
Name _____	DOB: _____
Phone # _____	E-mail: _____

Minors:

Name _____	DOB: _____
Name _____	DOB: _____
Name _____	DOB: _____
Name _____	DOB: _____

PLEASE LIST ALL PETS

Description of pets: 1. _____
2. _____

- ***Pursuant to the Governing Documents, no more than two (2) domesticated pets such as dogs or cats may be kept in a unit at any time. No aggressive breeds of dogs such as Rottweiler's, Doberman Pincher, any breed of Pit Bull, German Shepard's or combination thereof are allowed.***
- **A PICTURE of the animal(s) must accompany application**

Auto #1: Make _____ Model _____ Color _____ Yr _____

Tag. # _____ State _____

Auto #2: Make _____ Model _____ Color _____ Yr _____

Tag # _____ State _____

*Fairway Preserve **DOES NOT allow more than 2 vehicles** per residence without prior authorization and is contingent upon having reserved parking for every vehicle. Garages are considered 'parking first' storage secondary. Please refer to condominium documents and/or contact property manager if you have any questions about parking rules*

Fairway Preserve DOES NOT allow any commercial vehicles on property except those in use by contractors servicing a unit.
Commercial vehicles include any vehicle with lettering, blacked out windows or vans (mini or full size) without a back passenger seat.
Trucks with 'dual rear wheels' are prohibited.

If you have any questions as to whether your vehicle would be considered prohibited, please refer to the second amendment to the condominium documents and/or call the association office.

In case of emergency, notify: _____

Name

Relationship

Contact number

(please list a non-resident emergency contact)

The following regulations are listed for your attention and require your initials, indicating your full awareness of these regulations, please review balance of packet for complete list.

- _____ I/we understand that I must register my vehicles (association reserves the right to limit vehicles to 2 per unit).
- _____ I/we understand that I can keep no more than two household pets, none to exceed a combined weight of 180 pounds.
- _____ I/we understand that children must be supervised while they are in the Common Areas.
- _____ I/we acknowledge receipt of a copy of the Declaration of Condominium Articles of Incorporation, By-Laws and the Rules and Regulations of Fairway Preserve Condominium Association, and that I have read them and agree to abide by them.

I hereby affirm that the information supplied above is true and correct and consent to further investigation concerning this information or any information which comes from that inquiry which is necessary for approval of this request. Your signature will acknowledge your receipt of and your agreement to comply with the Rules and Regulations (Use Restrictions) as stated in the Governing Documents. (Pursuant to the Governing Documents)

Applicant Signature _____ Date _____

Applicant Signature _____ Date _____

If your intent is to occupy *AND* rent your unit also you must fill in page 5 of this application.

If you do not intend to rent your unit but you decide at a later date to rent your unit page 5 must be submitted prior to any rental application being accepted.

This application has been designed for the purpose of protecting you and the current property owners. It is the desire of the present owners of the Association to welcome you to an environment in which pride in ownership and adherence to all Rules and Regulations will ensure an ideal private and community life.

The following regulations are listed for your particular attention if you intend to lease your unit. Applicant must initial showing they understand and are aware of these regulations.

_____ I/we understand that I must seek approval by the Association prior to leasing my unit

_____ **I/we understand that approval to rent is NOT approval of a lease or any occupants, a separate application for tenant must be submitted and tenants approved for residency. Approval of a rental applicant may take up to 20 days and must be submitted in a timely fashion to comply with this timetable.**

_____ I/we understand that I may lease my condo unit for no less than THIRTY (30)-day term and no more than FOUR (4) times per year.

_____ I/we understand and agree that the Association, in the event it approves a lease, is authorized to act as the owner' s agent, with full power and authority to take whatever action it deems necessary, including eviction, to prevent violations by lessees and their guests, of, provisions of the Documents and the Rules and Regulations of the Association.

_____ I/we acknowledge receipt of a copy of the Declaration of Condominium Articles of Incorporation, By-Laws and the Rules and Regulations of Fairway Preserve Condominium Association, and that I have read them and agree to abide by them.

If you have any questions on leasing your unit, please refer specifically to section 13 of condominium documents and clarify any questions with association management.

I hereby affirm that the information supplied above is true and correct and consent to further investigation concerning this information or any information which comes from that inquiry which is necessary for approval of this request. Your signature will acknowledge your receipt of and your agreement to comply with the Rules and Regulations (Use Restrictions) as stated in the Governing Documents. (Pursuant to the Governing Documents)

Applicant Signature _____ **Date** _____

Applicant Signature _____ **Date** _____

This application has been designed for the purpose of protecting you and the current property owners. It is the desire of the present owners of the Association to welcome you to an environment in which pride in ownership and adherence to all Rules and Regulations will ensure an ideal private and community life.

CERTIFICATE OF APPOINTMENT OF VOTING REPRESENTATIVE

To the Secretary of FAIRWAY PRESERVE CONDO ASSOC:

THIS IS TO CERTIFY that the undersigned, constituting all of the record owners of 79__
Preserve Circle #_____ in the FAIRWAY PRESERVE CONDO ASSOC, have designated:

(name of voting representative)

As their representative to cast all votes and to express all approvals that such owners may be entitled to cast or express at all meetings of the membership of the Association and for all other purposes provided by the declaration, the articles and the bylaws of the Association.

The following examples illustrate the proper use of this certificate:

1. Unit owned by John Doe and his brother, Jim Doe. Voting certificate required designating either John or Jim as the voting representative **(not a third person)**
2. Unit owned by Widget, Inc. a corporation. Voting certificate must be filed designating an officer or employee entitled to vote, signed by the President or Vice President of the corporation and attested by the Secretary or Assistant Secretary of the corporation.
3. Unit owned by John Jones. **No voting certificate required.**
4. Unit owned by Bill and Mary Rose, **husband and wife**. Voting certificate required designating either Bill or Mary Rose as the voting representative **(not a third person)**.

This certificate is made pursuant to the declaration and the bylaws and shall revoke all prior certificates and be valid until revoked by a subsequent certificate.

Owner # 1

Date

Owner # 2

Date

Owner # 3

Date

Owner # 4

Date

NOTE: ALL OWNERS MUST SIGN to show that they agree with the Voting Representative

NOTE: This form is NOT A PROXY and should not be used as such. Please be sure to designate ONE (1) of the joint owners of the unit, a third person can not be a voting representative.

CERTIFICATE OF APPOINTMENT OF PRIMARY OCCUPANT

To the Secretary of FAIRWAY PRESERVE CONDO ASSOC:

THIS IS TO CERTIFY that the undersigned, constituting an officer of the legal entity that hold title to unit 79__ Preserve Circle #_____ in the FAIRWAY PRESERVE CONDO ASSOC, have designated:

(name of Primary Occupant)

Pursuant to Section 14.1 (c) of the Declaration of Condominium:

(C) Ownership by Corporations, Partnerships or Trusts. A unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, tax or financial planning, and not to create circumstances in which the unit may be used as short-term transient accommodations for several individuals, or families. The approval of a trustee, or corporation, partnership or other entity as a unit owner shall be conditioned upon designation by the owner of one (1) natural person to be the "primary occupant". The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any twelve (12) month period except in the case of the death or incapacity of the primary occupant.

Corporate Officer, Managing Partner or Trustee

Date

Title

Corporate, Partnership or Trust Name

**CONSENT TO ELECTRONIC VOTING AND/OR
CONSENT TO RECEIVE ELECTRONIC NOTICE OF MEETINGS**

The undersigned, being all the Owners, or an eligible voter, for Unit No./Address _____,

(for multiple units owned by same legal entity only 1 form is necessary, please write in 'see attached list' and attach a list of ALL units you wish to consent to Electronic Voting and/or Electronic Notice)

at **Fairway Preserve at Olde Cypress, A Condominium**, pursuant to Florida Statutes, hereby consent(s) in writing to:

*(Please place a check mark or x in the box or boxes below for which you are giving consent.
You may consent to electronic voting, receiving electronic notice or both).*

1. ☐ **ELECTRONIC VOTING.** By signing this consent form (or consenting to electronic voting by e-mail sent to the Association), I/we consent to voting electronically at meetings and elections for **Fairway Preserve at Olde Cypress Condominium Association, Inc.** to the fullest extent permitted by law, pursuant to the provisions of the Board's Resolution authorizing electronic voting ("Resolution"), and release and waive any claim against the Association pertaining to such voting, including but not limited to the transmission or placement of "viruses," "malware," "spyware," "cookies," and the like and any claim or challenge to such voting, including but not limited to situations where a Unit Owner vote was not received or counted by the Association due to no fault of the Board of Directors or management.

I/We designate the following email address for electronic voting purposes, which e-mail address and other information (including personal identifying information) may be released to a third party that provides electronic voting services or other third parties to the extent and as may be reasonably necessary to enable the use of electronic voting processes:

(PRINT NEATLY)_____.

The undersigned understands and agrees that in order to be valid, this consent form must be signed and on file with the Association, and that the undersigned acknowledges that registration must be complete no later than **seventy-two (72)** hours prior to the meeting or election in which the Unit Owner wishes to vote by electronic means and that online voting access may be cutoff at a time prior to the time the question is called at the meeting. To ensure that you are properly registered with the online voting system, it is highly encouraged that you register the account well in advance of the first meeting where you will be using electronic voting.

I/We further understand and agree that, in order to use a different e-mail address for casting votes electronically, I/we must notify the Association in writing of the change of e-mail address no later than **seventy-two (72)** hours prior to the meeting or election in which the Unit Owner wishes to vote by electronic means. If I/we do not provide timely written notice of this change of e-mail address to the Association as provided herein, I/we further understand and agree that I/we may not be able to vote electronically until the next membership meeting and/or election.

2. ☐ **ELECTRONIC NOTICE.** I/we consent to receiving notice by electronic transmission for meetings of the Board of Directors, Committees, and Annual and Special Meetings of the Members of **Fairway Preserve at Olde Cypress Condominium Association, Inc.** I/We designate the following email address for electronic notice purposes:

(You may write "same as above" or provide a different email address for electronic notice purposes) _____.

The undersigned understands that mailed/paper notice may not be provided to the Unit Owners unless the Unit Owners have rescinded their consent to receive electronic notice of meetings. **Please be aware that if you consent to receive electronic notice of meetings, your e-mail address designated for that purpose will be an official record of the Association.**

All Owners of the Unit or Eligible Voter Please Print Name, Affix Date and Sign Below:

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

E-voting registration instructions:

Once you return your consent form property management shall upload your information to the associations third party servicer '**BeckerBallot.com**'

After the association administrator has set up a voting portal for, **you will be invited via email to set up your account.** You will click on the link in the email invitation, confirm your email address and then create a password.

It is suggested that you add: contact@beckerballot.app to your contact list/address book if you haven't already done so. This will ensure that emails from the system get through to you and do not get send to your SPAM folder.

If there is a necessity for a vote at the coming AGM further instructions shall be sent with the second notice, you may also go to the link on the community website to download instructions. Go to www.fairwaypreservenaples.com, then under 'community documents' click on 'Instructions for E-voting'.



Request for approval of unit alterations

Date: _____ Unit #: _____ FP _____

Owner name (print): _____

Contact phone #: _____ (cell/home/work) _____

I, _____ formally request that the board review this application to materially alter my unit as listed below and ask that I be granted approval for said alterations.

☐ Flooring Change* ☐ Cabinetry Change ☐ Plumbing Change

☐ Other (please specify) _____

Please describe below the alterations in detail:

* I understand that any installation of hardwood, laminate, vinyl or tile flooring requires the installation of sound abatement in units above the ground floor. Management can provide approved materials depending on flooring choice. If no or incorrect sound abatement material is used association can require installation be removed and corrected.

Owner signature: _____

I certify that the above information is correct

Board member approval: _____

Printed name

Date

Frequently Asked Questions Fairway Preserve at Olde Cypress Condominium Association, Inc.

Q. What is Fairway Preserve at Olde Cypress Condominium Association?

A. It is a Florida not-for-profit corporation organized for the benefit of all owners of units within the development known as Fairway Preserve. In accordance with the Declaration, the Association is responsible for the management and maintenance of the buildings and common areas within the community.

Q. How do I become a member of the Association?

A. Upon recording of a Property Deed transferring ownership of a condominium unit you automatically become a member of the Association.

Q. What are my voting rights in the condominium?

A. Each unit owned receives a single vote.

Q. Do I have to become a member of any other Association?

A. There are no other associations to join and no 'master' assessments to be paid.

Q. Is a Certificate of Approval necessary before closing?

A. Yes, if the Board approves the transfer a **Certificate of Approval** shall be provided to the title company to be recorded at closing. To prepare said certificate an application must be made to the association a minimum of 20 days prior to closing. A completed sales application needs to be submitted with a check for \$200.00.

Q. Am I required to pay rent or land use fees for any facilities?

A. There are no rent or land use fees required to be paid.

Q. Who controls the Association?

A. A Board of Directors controls the operation of the Association.

Q. Who handles the day-to-day management of the association?

A. Fairway Preserve Condominium Association Board of Directors and AVM Real Estate Services, Inc. handle the day-to-day management of the Association.

Q. Is the Association involved in any ongoing litigation?

A. The Association is not involved in any ongoing litigation.

Q. Is there any new construction within the community?

A. There is no new construction ongoing or contemplated.

Q. How many units are there at Fairway Preserve

A. There is a total of 264 units.

Q. Who pays for the operation of the Association?

A. All owners of condominiums within the community are required to pay assessments to the Association.

Assessments are used to pay for the operation of, and services provided by, the Association. The level of assessments for each year will be set by the Board of Directors based on a break-even budget.

There are no individual unit utilities included in the assessment amount except for basic cable.

Q. When are assessment payments due?

A. All assessments are due on the 1st day of each quarter – January 1, April 1, July 1 and October 1. Payments will be considered late after 20 days and after 30 days accounts will be sent to collection. 2024 Dues amount to \$1,335 per quarter, this includes regular operating fees of \$1,050.90 and reserve contribution of \$284.10. Some Current owners are paying a special assessment, these assessments ARE NOT assumable and must be paid prior to any closing – if you have any questions on this matter feel free to call office.

Q. Is any amount budgeted as a reserve for capital replacements?

A. Yes. An amount will be paid into a capital replacement reserve on a quarterly basis. The reserve budget has been determined considering the building and roof upkeep, parking lots, pool area, irrigation system and drainage control structure, and may be used for any capital replacement regardless of how the budget was determined. In 2009 a comprehensive reserve study was performed and adopted at the 2010 Budget meeting. This study was updated in 2013 and again in 2016. The community is in the process of updating this study currently.

Q. Will I pay any working capital payment to the Association?

A. No. there is no working capital contribution required at the closing of a sale. There is a small transfer fee of \$100.

Q. Are there any other costs to members of the Association other than the quarterly assessment for operations?

A, The Association has the ability to make assessments to fund unbudgeted costs permitted by the Declaration. Also, individual assessments can be made against less than all of the members in the event individual obligations are undertaken by the Association.

Q. What restrictions exist in the documents on my right to use my unit?

A. There are certain restrictions regarding noise, obstructions, signs, window, balconies, pets and the exterior appearance of the units which are set forth, in detail, in Section 12 – USE RESTRICTIONS of the Declaration of Condominium.

Q. What restrictions exist in the documents concerning leasing of my unit?

A. Leases are required to be a minimum of 30 days in length and a maximum of 1 year. Additionally units may not be rented more than 4 times per year. Applications to rent must be submitted **20 days** in advance and approval received, failure to do so can result in eviction of tenants. Management has no responsibilities for leasing other than processing of completed applications when submitted. No onsite leasing facility is provided.

Q. What type of security does the community have?

A. Fairway Preserve is a gated community. The pool and clubhouse area are locked with magnetic locks and only registered adult residents are able to access same using biometric access readers. Security cameras are installed around the pool, clubhouse, dumpster and gate area. The community employs a parking sticker system for permanent residents. Each unit also has a pre-wired security system that can be connected to a monitoring service.

Although the Association makes every effort to make the property secure, this is in no way a promise of security. Gate access is controlled by residents and correctly following procedures and not letting in unknown vehicles is the responsibility of all residents and improves security for all

Q. Do I have to attend an interview prior to purchasing a unit?

A. The association conducts ‘orientations’ for new residents. Owner Occupants and Renters must attend the orientation prior to move in.

Q. If I have additional questions concerning the Association, who should I call?

A. Additional information can be obtained by calling the association management office at (239) 596-5380.

Note:

- The statements contained herein are only summary in nature, a complete set of documents will refer to all references and exhibits hereto.
- This is a general description of the interworking and advantages of the Association.
- These questions and answers should not be relied upon as the basis to acquire a unit in Fairway Preserve

FAIRWAY PRESERVE AT OLDE CYPRESS CONDOMINIUM ASSOCIATION, INC. RULES AND REGULATIONS

The rules and regulations for Fairway Preserve at Olde Cypress, a condominium ("Condominium") hereinafter enumerated shall be deemed in effect until amended by the Board of Directors of Fairway Preserve at Olde Cypress Condominium Association, Inc. ("Association"), and shall apply to and be binding upon all unit owners. The unit owners shall, at all times, obey said rules and regulations, and shall use their best efforts to see that they are faithfully observed by their families, guests, agents, invitees, lessees and all other persons over whom they exercise control and supervision. The rules and regulations are as follows:

1. Community and Building Appearance and Maintenance.

- A. Streets, sidewalks, parking areas, walkways, entrances and stairs shall not be obstructed or encumbered, or used in any manner or for any purpose other than ingress and egress to and from the units, nor shall any bicycles, wagons, carts, chairs, benches, tables or any other objects of a similar nature to be left therein or thereon.
- B. Bicycle Storage; Bicycles must be registered with the association; a registration sticker shall be provided and must be adhered to the bicycle. Bicycles must be stored in the storage area underneath the stairwell within corral area or using any bicycle rack installed. Bicycles MUST NOT extend beyond the area underneath the stairwell and impair the walkways, they may not be leaned against the stairwell railings or against a wall, if the area is in use by 4 bicycles an alternate area under another stairwell in any other breezeway should be used for storage. Any bicycles not stored correctly or unregistered shall be removed by association staff. Any bicycle left by a resident who moves out shall be removed immediately and donated to charity. Should Fairway Staff require cutting of any lock or chain locking an item not registered or stored incorrectly no reimbursement shall be made to a resident for the loss of said chain or lock.
- C. Personal property belonging to unit owners shall not be stored outside their units. The association Board may at its discretion allow for storage of carts, ride on children's toys or the like to be stored in front of bicycles underneath the stairwells. Approval must be given and registration sticker applied to any such device, any items not registered shall immediately be removed by association staff.
- D. The common elements and limited common elements shall be kept free and clear of refuse, debris and other unsightly materials.
- E. No person shall sweep or throw any dirt, waste or other substances out of the unit or the limited common elements.
- F. Garbage shall be securely bagged and stored in Rubbermaid type receptacles and left outside the unit for pick up on scheduled pick up days. No receptacle shall be placed outside a unit more than 4 hours prior to the scheduled pick up, or remain at the curb more than 4 hours after the pick up please refer to 'Addendum A'.
- G. No sign, advertisement, notice or other similar material shall be exhibited, displayed, inscribed, painted or affixed, in or upon any part of the units, limited common elements or common without the prior written approval of the Association.
- H. No unit owner, or members of his or her families, guests, agents, invitees or lessees shall at any time or for any reason whatsoever, climb or enter upon the roofs of the buildings.
- I. All window and door coverings, whether draperies, curtains, shades, blinds or other materials visible from the exterior of the unit, shall be white or off-white in color.
- J. Hurricane shutters meeting the specifications of the Board of Directors and complying with all

applicable building codes may be installed on the balconies, windows and unit entry doors. The specifications are available at the office of the management company during regular business hours. Plans for and samples of shutters meeting the specifications must be submitted to the Board of Directors for approval prior to installation.

- K. No bicycles, shall be stored, placed or maintained on the balconies, lanais or concrete walkouts, nor shall any linens, cloths, towels, clothing, rugs, mops or laundry of any kind, or other articles be shaken or hung from any of the windows or doors, balconies, or exposed on any part of the common elements or limited common elements. Lanais should be maintained as an extension of the home and in the fashion of a living space, patio furniture, potted plants and the like may be placed on lanais, they shall not be used as general storage. The Board of Directors shall have the final discretion on what might constitute 'items normal to a living space' as opposed to 'storage'.

2. Alteration of Unit Unit owners are specifically cautioned that their right to make any addition, change, alteration or decoration to the exterior appearance of any portion of the unit is subject to the provisions of the Declaration of Condominium. By way of example and not limitation, no unit owner may install screen doors, or apply any type of film or covering to the inside or outside of window or door glass without the prior approval of the Association. All additions, changes or alterations must be presented in writing to the Board of Directors for prior approval, accompanied by written plans and specifications or drawings when requested by the Board of Directors. The Board of Directors will approve such requests only if the Association is protected against, or indemnified as to construction liens and/or claims arising from such work. The Board has adopted standards whereby 'doorbell' type cameras will be permissible as long as they are mounted on door, these may be mounted with double sided tape or by using a 'peephole' variety that mounts using current peephole. The standard will not allow for mounting on walls or using a 'normal camera' type camera that sticks out. Maintenance and repair of these cameras shall be the responsibility of the owner, the association shall bear no liability for damage due to the normal cleaning of breezeways and cameras must be removed whenever the doors are being painted.

3. Emergencies in Owner's Absence. In order that proper steps and procedures may be taken in a minimum amount of time during an emergency situation, each unit owner shall furnish to the Association a key to his or her unit. No lock(s) to a unit shall be changed or altered in any way that would prevent such Association access when the unit is unoccupied, unless the Association is provided a duplicate key for such entry. Any unit owner who plans to be absent from his or her unit for an extended period of time must prepare the unit prior to departure in the following manner:-

- A. Remove all plants and other objects from around the outside of the unit; and
- B. Designate a responsible caretaker to care for his or her unit should the unit suffer any damage caused by storm, hurricane, winds or other weather conditions or other acts of nature. The unit owner shall provide the Association with the name of said caretaker prior to the owner's departure, and shall instruct the caretaker to notify the Association prior to making any entry into the unit during the owner's absence.

4. Pets. There are restrictions in the Declaration of Condominium on the number and type of pets allowed in the Condominium. In addition to those restrictions, the following breeds are strictly prohibited from being kept anywhere on the condominium property: Pit Bull, Rotweiler, Doberman Pincher, German Sheppard and any mix of said breeds – all pets must be submitted for approval prior to bringing a pet on property, the Board of Directors decision shall be final should there be a majority vote of said board to not approve a pet. Pets are to be walked only on the perimeter of the condominium property near the pet stations that the Association has provided. Pet owners are responsible for cleaning up after their pets. Pets shall be leashed or carried at all times while on the common elements or condominium property. Tenants and guests of unit owners are permitted to have pets on the condominium property under the same terms and conditions of unit owners and where the

keeping of a pet is medically necessary or integral to the well being of the tenant or guest; however the Board of Directors reserves the right to make exceptions to the aforementioned pet policy in individual and limited circumstances.

5. Parking of Vehicles and accessing the community:

- (i) Parking of any vehicle on the streets, walkways or lawn within the condominium is strictly prohibited.
- (ii) Parking by any unit owner or tenant of any unit owner in designated guest parking spaces is strictly prohibited unless approved by the Board in writing. An automatic approval to this restriction shall be applied in the case of a unit owners with only one (1) open parking space and no other deeded space (such as a carport or parking garage), said owners and/or their tenants may park a second permanent vehicle in spaces designated as 'Guest Parking'. Owners with 2 deeded parking spaces may not use 'Guest Parking' for a second permanent vehicle and must use their deeded parking spaces, for this purpose garages are considered parking first and storage secondary. Owners and/or their tenants may not have more than two (2) vehicles unless they own or have use of reserved parking for all permanent vehicles.
- (iii) Parking at the Condominium is restricted to personal, non-commercial automobiles, passenger-type "mini-vans", jeeps, motorcycles and personal, non-commercial pick-up trucks having a capacity of no more than two (2) tons. 'Passenger type mini-vans' are vans with 2 or 3 rows of seating normally used for personal use. Livery vehicles or 'for hire' vehicles with more than 3 rows are neither 'passenger type' mini-vans nor 'personal' automobiles. Vans with blocked out windows and no passenger seating are commercial vehicles. Full size vans normally used as commercial vehicles are not 'passenger type' vans unless converted for exclusive personal, non-commercial use – approval of this type of vehicle shall be at the discretion of the board and require prior written approval. Trucks other than 'personal', non-commercial pick ups are prohibited from association property. A 'personal' pick-up truck is defined as a vehicle with two, three or four doors, does not have a 'flat bed' or any other specialized commercial equipment in lieu of a pick up bed or attached to a regular pick up bed (such as ladder rack or other such equipment). Trucks with 'dual' rear wheels are prohibited from association parking. Vehicles with commercial lettering or vehicle 'wraps' are prohibited from association property. Parking of equipment, campers, mobile homes, motor homes, recreational vehicles, boats and other watercraft, boat trailers and similar vehicles on Association Property is strictly prohibited unless they are parked in a storage garage. Should any of the above have a motor and/or gas tank they may only be stored with minimal fuel in a tank, no portable gas containers may be stored in said garage and these items must be on a trailer to and from the property and gas tanks filled off property. The prohibitions on parking of the aforementioned restricted vehicles shall not apply to temporary loading and unloading (not to exceed eight (8) hours) of said vehicles such as for construction use or providing pick-up and delivery and other commercial services. No abandoned, inoperable or oversized vehicle of any kind shall be stored, kept or parked on the Association Property. An "abandoned or inoperable vehicle" is any vehicle that has not been driven under its own propulsion for a period of two (2) weeks or longer or any

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vehicle with and expired license plate.

- (iv) Golf Cart usage: Golf Carts may be used by investor owners and their staff only for the limited purposes of property and unit maintenance. The Association management or maintenance staff may also use a golf cart in the operation and administration of the Condominium. Any golf cart to be used on property must be approved by the Board of Directors in advance in writing, and it shall always be parked in a garage when not in use, and may only be used during normal business hours (Monday to Friday 8am to 6pm) or in an emergency. When in use but parked, it must park in designated parking spaces only. Golf Carts may only be electric; no internal combustion carts are allowed. Once the ownership and use of units in the community is 67% owner/occupant, golf carts shall not be permitted except that the Association management and maintenance personnel may continue to utilize a golf cart. owned or leased by the Association.
- (v) **It is resident's responsibility to inform guests of our parking rules and make sure they park in an appropriate guest parking space**
- (vi) Handicap parking requires state issued handicap identification
- (vii) Vehicles can't be parked in right of way
- (viii) Contractors are not allowed park after 6:00 pm unless for emergency service.
- (ix) Vehicles immobile for more than 14 days may be towed, please inform office if you will be away for an extended period of time
- (x) Gate Access: The community uses a gate system for entrance to the community that allows for residents to enter using a gate that is opened via remote controls. To alleviate traffic backups at the 'guest' gate all registered vehicles must use a remote to gain access to the community and not the 'guest' access gate for normal access. It shall be unit owner's responsibility to purchase or provide remotes for access for their own vehicles and tenant vehicles in the case of a rental unit, broken or lost remotes should be replaced in a timely fashion.
- (xi) The traffic circle in front of the clubhouse is one way only and the circle should be used properly, should anyone cause an accident by going wrong way either leaving or entering property they are at fault
- (xii) COMMUNITY SPEED LIMIT IS 10 MPH

6. Nuisance. No unit owner shall make any loud or disturbing noises; or permit same by his or her family, guests, invitees, or lessees. No unit owner shall in any way interfere with the rights, comfort or convenience of other any other unit owner(s), and shall prevent said owner's family, guests, invitees or lessees from so interfering. No unit owner shall play upon or operate or permit to be operated a stereo, television, radio or musical instrument in such a manner as to unreasonably disturb or annoy other residents in the condominium.

7. Outdoor Cooking/Grilling. Outdoor cooking and grilling shall only be permitted at the poolside entertainment area as permitted by local fire ordinance using association provided grilling devices. No such cooking or grilling shall be permitted in the vicinity of the units. No flammable material is allowed in any unit

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and no charcoal or gas grills OF ANY SIZE are permissible in the unit, on a lanai or on a concrete walk out or in the vicinity of any building, regardless of whether they are connected to a fuel source – they may not be stored on property.

8. Right to speak at and Videotape or Audiotape Board and Member' Meetings. A unit owner wishing to speak at a Board or members' meeting on a particular agenda item must sign in with the Association prior to commencement of the meeting. A unit owner may only speak one time and for up to 3 minutes, and only while the agenda matter is on the floor for discussion. A unit owner wishing to videotape or audiotape a Board meeting or members' meeting shall give the Association not less than 24 hours advance notice. The videotape or audiotape equipment or device used by the unit owner shall not produce distracting sounds or light emissions, assembled and placed in position in advance of commencement of the meeting in a location acceptable to the Association. No unit owner shall be permitted to move about the room during the meeting in order to facilitate such videotaping or audiotaping.

9. Use of Common Elements and Association Property Common elements and Associations property shall only be used for their designated purposes. Unit owners shall be held financially responsible to the Association for any damage to the common elements or Association property or to improvements, systems or equipment thereon caused by a unit owner or his or her family members, guests, invitees, lessees and all other persons over whom the unit owner exercises control and supervision. See 'Addendum B' for specific rules as relates to recreation facilities.

10. Compliance with Rules and Regulations by Guests and Lessees of Unit Owners.- Unit owners shall furnish to all guests and lessees a copy of the rules and regulations, and shall be responsible for their compliance. Unit owners should immediately report violations of the rules and regulations to the Association in writing.

11. Hazardous Waste and Substances. No flammable, combustible, or explosive fluid, fuel, chemical, hazardous waste or substance shall be kept in any unit or limited common element, except those necessary for normal household use.

12. Guests. All guests who occupy a unit in the absence of the unit owner or are visiting for an extended period of time shall register with the Association or management company in advance of their occupancy, registered guests shall for the time of their occupancy be considered 'temporary residents' and shall be provided temporary access to the community facilities. Occupancy to exceed 30 days shall be considered permanent occupancy and application to association must be made and approval received prior to occupancy.

13. Minors. All persons under the age of 18 should be under the direct control and supervision of a responsible adult.

14. Plants and Shrubbery . No exterior plantings or shrubbery shall be altered, moved, removed or modified without the prior written approval of the Association.

15. Notices. All notices of members meetings, Board meetings and committee meetings shall be conspicuously posted in a locked display case in the clubhouse.

16. Resident orientation. All new residents to the community must attend the new resident orientation prior to moving in, this rule is applicable to all residents be they new owner occupants, tenants or roommate additions. There shall be an exception made for residents moving from previous addresses greater than 125 miles away from community, those residents moving from greater than this distance shall be allowed move in prior to attending the orientation but must attend the next orientation immediately after move in or at a minimum within 20 days of move in.

17. Applicability; Fines. These rules and regulations shall apply equally to all owners and their family members, guests, lessees and invitees. Violations are subject to fine as set forth in the Bylaws.

18. Inspection and copying of Association Records. The Board of Directors have established a set of rules regarding inspection and copying of Association records. These rules are contained in 'Addendum C'

NOTE: These rules and regulations do not constitute all the restrictions affecting the condominium property.

Reference should be made to the condominium documents.

Addendum A

DOOR SIDE TRASH PICKUP IS BY FAIRWAY STAFF AND IS PICKED UP **MONDAY THROUGH FRIDAY** **BEGINNING AT 9:00AM.**

*Garbage must be in a 'normal' 'kitchen type' 13g trash bag, tied up and placed in a 'regular' kitchen can of approximately 13 gallon in size and put out in the **morning** for pickup. It is limited to one bag per day per unit. 'Spring cleaning', moving supplies etc. are NOT considered normal pickup and should be immediately brought to the compactor*

- *Trash is not to be left out overnight and without being put in a can
Offenders may be subject to fines.*
- On non pickup days bring garbage to dumpster.
- Do not leave garbage outside of compactor – door is not locked safety switch will shut off compactor - place trash inside unit.
- Residents not disposing of trash and recycling properly will be subject to fines

Recycling

- Green totes in recycling area are for recyclable items only –
- no trash should be placed in these cans.
- Boxes must be broken down
- Foam packaging is NOT recycling and must be placed in compactor
- Collier County Waste management division requires recycling to be placed in can 'loose', please do not place bags of recycling in cans, empty bags into 'totes' then dispose of bag in compactor.
- *If lid doesn't close please move to can where it will, NEVER place items on ground or on top of can – if recycling cans are full please dispose of recycling in compactor.*

NO DUMPING

- Fairway Preserve DOES NOT have BULK item pickup, large items that will not fit in compactor such as furniture and bedding must be disposed of OFF property and may not be left by compactor area
- DUMPING BY NON RESIDENTS WILL BE SUBJECT TO PROSECUTION

Addendum B

Recreation Facilities Rules & Regulations

1. Children under 18 as well as non-resident GUESTS must be accompanied by an adult resident at all times and may not be left unattended at any time.
2. Smoking is prohibited throughout the Clubhouse
3. Unit owner is solely responsible for damages and all accidents or injuries to persons or property resulting from use of the Recreation facilities. All accidents must be reported to the Property Manager immediately- please call (239) 596-5380
4. Exterior Doors and/or pool gates may not be propped open
5. Proper attire, including shirts and shoes, are required throughout the Clubhouse
6. Owners and their guests will conduct themselves in such a manner that will not disturb or interfere with residents, guests, or functions throughout or around the Clubhouse, fitness room and pool area
7. Excessive noise is not allowed throughout or around the Clubhouse or Pool area
8. The Pool and/ or Fitness Center cannot be reserved- These amenities are for all residents all of the time
9. All other rules and regulations of the Association apply and are incorporated by reference
10. Wet bathing suits are not allowed in the Clubhouse other than in the restrooms

Pool area:

11. Per state law pool and spa may not be used after dusk,
12. Pool deck area may be used up to 10:00pm
13. Per State Law no food or beverages (except water) may be consumed within 4' of the pool and spa.
14. No container of ANY TYPE MADE OF GLASS is allowed within the pool deck area – those residents violating this rule shall be asked to leave and facility privileges may be suspended for 30 days.
15. An event with 5 or more non-residents must be given notice to management.
16. No balloons may be used within the pool deck area.

Community Room:

17. Application to reserve the Community Room must be filled out completely and be signed by Unit Owner
18. Furniture and equipment are not to be removed from the Clubhouse
19. Stains not removed from carpet, upholstery, walls, etc. are the responsibility of the unit owner
20. The premises, inside and outside, must be left in clean condition (Place all garbage and debris in receptacles outside, re-line garbage can, vacuum, wipe down tables and Kitchen)
21. \$250.00 refundable cleaning deposit must be given with each reservation
Deposit will be returned after event and approval of condition of Community Room.
22. No glass or china may be used
23. Gatherings may not last past 11:00PM

24. Offsite parking may need to be arranged- vehicles may only be parked in designated GUEST parking areas. Residents are within their rights to ticket function guests who use reserved parking spots
25. It is the responsibility of the party holding an event to facilitate entry to the complex, please see management for assistance. Parking outside main gate or blocking of gate will not be tolerated

Fitness Center:

26. Proper footwear is required in the Fitness Center- no hard sole shoes or high heels
27. Wipe down all equipment after use
28. Use of equipment is limited to 30 minutes if others are waiting
29. No glass or food of any kind is allowed in the Fitness Center
30. T.V. remotes are not to be removed from the Fitness Center

Addendum C

RULES AND REGULATIONS GOVERNING INSPECTION AND COPYING OF ASSOCIATION RECORDS

FAIRWAY PRESERVE AT OLDE CYPRESS CONDOMINIUM ASSOCIATION, INC.

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

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

C. PERSONS ENTITLED TO INSPECT OR COPY. No Unit Owner, or the Unit Owner's authorized representative, shall have any right to inspect or copy the records of the Association, except as permitted by law. All references to Unit Owner will include a Unit Owner's authorized representative. No other person shall be permitted to inspect or copy the Association records, unless approved by the Board or the President or unless required by law.

D. INSPECTION AND COPYING.

1. A Unit Owner desiring to inspect or copy Association records shall submit a written request by hand delivery during regular business hours, regular U.S. Mail or Certified U.S. Mail, Return Receipt Requested, therefore to the Association at 7995 Preserve Circle, Naples, FL 34119.

Requests by facsimile transmission, electronic mail (e-mail) or other means do not comply with this Rule. Verbal requests do not comply with this Rule. The written request must specify the particular records the Unit Owner desires to inspect or copy, including pertinent dates or time periods. The specification of the particular records must be sufficiently detailed to permit the Association to retrieve the exact records requested.

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

2. Inspection or copying of records shall be restricted solely to those records specifically designated in the written request for inspection or copying and shall be conducted solely by the Unit Owner signing the inspection request, or their authorized representative. No inspection or copying of any other records shall be permitted. If more than one Unit Owner desires to inspect the same records, the Association may require that such inspections are conducted at different times. If a Unit Owner has designated an authorized representative, either the Unit Owner or the authorized representative may inspect the records; however, both parties may not inspect the records together. However, this shall not preclude a Unit Owner from inspecting the

records with the Unit Owner's representative if such representative is a Certified Public Accountant licensed to practice in Florida, or an Attorney at Law, admitted to practice in Florida.

3. A Unit Owner shall not submit more than one (1) written request for inspection or copying of records per calendar month.

4. Inspections of records shall be conducted at the office where the Association's records are maintained. No Unit Owner shall remove original records from the location where the records are inspected. No marks or alterations shall be made on original records.

5. Records shall generally be made available for inspection by the Association on or before the fifth (5th) working day subsequent to actual receipt by the Association of the written request for inspection. This time frame may be extended upon request of the Unit Owner or for good cause. In any case, the Association shall always use its best efforts to make records available for inspection by the tenth (10th) working day after receipt of the request, and the failure to do so shall create a rebuttable presumption that the Association has violated the provisions of this Rule. The Association may rebut the presumption by obtaining an opinion from legal counsel that the Association has, under the circumstances, attempted to address the Unit Owner's records inspection request in good faith. In addition, this time frame shall be extended in the event the records are so voluminous, or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the Unit Owner by telephone or in writing, that the records are available and the time, date and place for such inspection. Inspection shall be made only during normal Association business hours. For the purposes herein, "working day" shall mean Monday through Friday, exclusive of federal, state and local holidays in which the office of the Association is closed. For purposes herein, "normal business hours" shall be the hours the Association office is customarily open, all on a working day. No Unit Owner shall be entitled to inspect records for more than nine (9) hours in any calendar month. At the request of either the Association or the Unit Owner, inspections may be broken up into segments, provided that three (3) inspection visits per calendar month shall be the maximum number of sessions in a calendar month.

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

copies cannot be made available within the above-stated time periods, then copies will be made available as soon as practical.

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

8. Records not normally kept in written form shall be produced for inspection in the form in which they are normally kept. However, if records are kept on computer format, the Association may print such records to paper. The Association shall not be obligated to allow Unit Owners to access the Association's computer system, nor shall it be required to make copies of computer records which may violate copyright laws, licensing laws or agreements, vendor agreements, or which involve proprietary software or computer data. The cost of converting such non-written records to written format, where required, shall be in addition to the cost of copying such records, and the Unit Owner shall pay the reasonable expense of converting such records to written form, which expense shall be the actual cost of making the copy.

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

E. MANNER OF INSPECTION.

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

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

F. ENFORCEMENT OF INSPECTION AND COPYING RULES.

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

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

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

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

5. The President of the Association, or the Manager (under the direction of the President), shall have the authority to interpret and implement the provisions of this Rule and make decisions and judgments arising hereunder without need for Board approval on a case-by- case basis.