

**GRENELEFE ASSOCIATION OF CONDOMINIUM
OWNERS NO. 1, INC.**

**RULES AND REGULATIONS REGARDING INSPECTION
AND COPYING OF RECORDS**

Adopted and revised on August 3, 2001

A. Inspection and Copying.

1. A unit owner desiring to inspect the records of this Association shall submit, on a working day, a written request to the President or the General Manager. To facilitate the retrieval of documents and to reduce search time the request shall describe each record desired in sufficient specificity to identify it, must specify pertinent dates or time periods, and shall state the purpose of the inspection. The request must be legible, and must describe records by type such as listed in section 718.111(12), Florida Statutes, and not by subject matter such as "all insurance information."
2. Inspection of the records shall be conducted at the Association office and will be under the supervision of the General Manager or person or persons designated by the President to monitor and assist in the record inspection. The record inspection shall not unreasonably disrupt the business of the Association or place an unreasonable burden on the Association's limited office staff. The General Manager or the President reserves the right to reasonably limit the number of owners inspecting records, the number of inspections, their frequency and combined length to no more than 25% of the business hours of any given week. Additional time may be requested from the Board of Directors.
3. Upon receipt of the written request and within five working days the association shall make the records available for inspection. The inspection shall be limited to the records as specified in the written request. In the event the President or General Manager asserts an exemption to disclosure, the unit owner or authorized representative requesting the record shall be advised in writing of the specific grounds for exemption.
4. During the record inspection, no mark whatsoever shall be made on any record, nor shall any pages affixed together by staple, paperclip, or other means be disassembled, nor shall the records being inspected be altered from the sequence in which they are presented for the inspection. Further, no record inspection shall occur under circumstances which cause the record to leave the control of, or the presence of, the General Manager or person or persons designated by the President to monitor the inspection, nor shall any record be removed from the office of the General Manager for any reason whatsoever.
5. Employees including the General Manager unless licensed to practice law in the State of Florida will not be allowed to or presumed to interpret the statutes.
6. In the event that there is a question whether a record is an official record or related to potential litigation all persons inspecting or requesting copies of records

shall address their request directly to the Association President who will consult with the Association's attorney for correct interpretation.

7. The right to obtain copies of records is incidental to, and a part of, the inspection of records. During the inspection of records, a unit owner or authorized representative may request the President or the General Manager to copy any document by placing a paper clip, post it memo sheet, or other similar marking device on the document or documents of which copies are desired, and by advising the General Manager of the number and location of said marking devices.
8. If during the inspection of the records, the unit owner has determined the need or desire for a copy of said record, the General Manager shall make or obtain those copies and provide same to the unit owner that day if readily available or within five (5) working days from the date of the record inspection. In the event of an equipment breakdown or some unforeseen circumstance which causes an unavoidable delay, the cause of delay will be explained to the unit owner and a reasonable time to produce the records will be agreed upon by the unit owner and the President or General Manager.
9. The association will not be required to make and/or mail or deliver record copies to the unit owner or an authorized representative upon demand; but rather the unit owner or authorized representative can obtain record copies or request same, as detailed herein, during the inspection.
10. A unit owner shall pay to the association, the day of the request, the actual cost, as found on page 7 of these rules, but not to exceed \$.25 per page for preparing and furnishing copies of the Declarations, articles of incorporation, bylaws, rules, and all amendments to each of the foregoing, as well as the question and answer sheet provided for in section 718.504 and year end financial information required in this section. A unit owner shall pay to the Association the sum of \$.25 per page for up to 50 pages for other types of documents. The production of documents in excess of 50 pages is subject to additional charges to offset the costs of expenses associated with additional labor to make and prepare documents or travel expenses required to outsource reproduction of documents, or computer down time requiring additional staff hours to complete routine work. For copies of records, payment is to be cash, business or personal check, whichever the President or General Manager specifies. The General Manager shall, at his option prepare record copies on single-sided sheets or duplexed. A duplexed copy shall be, for the purposes of the \$.25 per page charge, two copies. The General Manager shall not, however, be required to copy two separate documents on a single page for the purposes of minimizing the per page copy cost. There will be no copying charges for single copies of meeting agendas, meeting minutes and annual meeting materials.
11. Lists of unit owners containing their addresses and/or phone numbers shall not be released by the unit owner or the authorized representative to anyone not an owner in this association.

B. Manner of Inspection.

1. All requests will conform themselves to official records as defined in definitions below.
2. All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the association office or place where the records are inspected or copied.

C. Enforcement of Inspection and Copying Rules.

1. Any violations of these rules shall cause the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith.
2. Any written requests for inspection or copying not complying with these rules will be denied. The association shall indicate in writing the nature of the noncompliance and transmit same to the requesting party within five working days subsequent to receipt of the written request.
3. A request for record inspection and/or copies will be denied if the unit owner has, within two years preceding his demand, given, sold, or offered for sale any list of unit owners, or has aided or abetted any person in procuring any list of owners for any such purpose.
4. A request for record inspection and/or copies will be denied if the unit owner has within two years preceding his demand, improperly used any information secured through any prior examination of the records of this association. Improper use shall include the providing to anyone not an association member a list of unit owners which is subsequently used for non-association or commercial purposes, or the selling or distribution of any information or records inspected, except to the extent that such use is for a proper purpose as defined in section 607.1602(3) or 671.1602(4), Florida Statutes, as applicable.
5. The association reserves the right to amend these rules from time to time as deemed necessary.
6. The association may take any available legal action to enforce these rules.

D. Definitions.

1. **Copy** shall mean a copy of a record reproducible in its entirety on one side of either a single 8 ½ x 11 or a single 8 ½ x 14 sheet. The association shall not be

required to reproduce and make copies available of documents with a sheet size greater than 8 ½ x 14.

2. **Official Records** are those records designated by the Florida Condominium Act, as amended from time to time, and otherwise not excluded by law, rule, or court decision.
3. **Record** shall mean a document or group of documents relating to a particular matter. By way of example, the following constitute one (1) record each; monthly phone bill as sent by the utility, monthly bank statement with enclosures as sent by the bank, the general ledger of a particular fund for one month, a paid invoice from one vendor as sent by that vendor, and the minutes of a meeting held at one particular time and date. The President or General Manager shall, in his or her sole discretion, determine what constitutes a single record. Under no circumstances does a record include any documents not already in existence, nor records whose retention period has expired as provided for by law or rule whether or not said records are still in existence. Records not maintained in written form may be requested; however, the cost of conversion of the record into written form will be borne by the requesting unit owner.
4. **Time Periods.** When computing time periods herein, the day of the event from which the designated period of time begins to run shall not be included, nor shall any intervening Saturday, Sunday, legal or public holiday. The last day of the period so computed will be included unless it is a Saturday, Sunday, legal or public holiday, in which event the period shall run until the end of the next day that is neither a Saturday, Sunday, legal or public holiday. Legal and public holidays as used herein shall be deemed to be those holidays specified in chapter 683, Florida Statutes as amended from time to time.
5. **Unit** is as defined in the Florida Condominium Act, as amended from time to time.
6. **Unit Owner** is as defined in the Florida Condominium Act, as amended from time to time. For the purposes of record inspection and copying only, the term "unit owner" also includes a unit owner's authorized representatives as designated in a writing signed by the unit owner and provided to the President in advance of the exercise of any authority thereunder. However, any designation by a unit owner of an authorized representative for record inspection purposes shall only be valid for a period of 90 days unless an extension of time has been granted by the President, or until the unit owner personally submits any record inspection request, whichever shall first occur.
7. **Working Day** shall be deemed to mean a Monday, Tuesday, Wednesday, Thursday, or Friday that is not a legal holiday as defined above, between the hours of 8:00 a.m. and 4:00 p.m., local time.

E. Records not accessible to unit owners.

1. The **original** recorded declaration of condominium(s) and amendments, the **original** recorded bylaws and amendments, and the **original** filed articles of incorporation and amendments;
2. A record prepared by an association attorney or at his or her direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney of the association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings;
3. Materials in possession of the association relating to concluded litigation which are still protected by the attorney-client privilege;
4. Information obtained by an association in connection with the approval of the lease, sale, or other transfer of a unit;
5. Medical records of unit owners;
6. The contents of sealed ballot envelopes received by the association which have not yet been subjected to the verification, opening, and tallying process which occurs at a meeting at which directors will be elected;
7. The contents of sealed voting proxy envelopes received by the Association which have not yet been opened, verified as legitimate, and submitted for counting;
8. Information relating to the medical condition or status of any person covered by an employer provided health or life insurance benefit program;
9. Confidential communications with a certified public accountant arising from an accountant-client relationship.
10. Documents which are protected by the attorney-client privilege, such as correspondence to the association from its attorney offering legal advice on a specific question;
11. Confidential materials filed with official records requiring that they be culled out, isolated or blocked out providing that such culling out, isolation or blocking out is a substantial burden on the association;
12. Certain information relating to a job applicant or employee who is covered by the Americans with Disabilities Act of 1990 may be exempt.

13. Certain documents involved in the investigation of, or dealing with, a discrimination or sexual harassment complaint may also be exempt.

F. Obligation of Association.

The association does not have any obligation to:

1. Cull through its records to produce records, which, within its judgment, fit within a record request. The proper procedure is for the owner to request access to the records and find the sought records himself/herself.
2. Create or generate a document or report for a unit owner that it does not maintain in the form requested by an owner or that is not required by the statutes or the documents to maintain.
3. To obtain documents from outside sources for a unit owner that it would otherwise not obtain for its own purposes.
4. Questions and interrogatories will be answered at the sole discretion of the General Manger. In the event the General Manager chooses not to answer questions or interrogatories, the unit owner will be instructed to contact the proper party to address these questions.
5. Respond to any demand if the demand is made for a purpose not reasonably related to a person's interest as a unit owner.

GRENELEFE ASSOCIATION OF CONDOMINIUM OWNERS NO. 1, INC.

STANDARD COPYING COSTS PER COPY

JUNE 1, 2001

Copier amortization		3.7 cents
Maintenance agreement		3.6 cents
Paper		.5 cents
Staff time for 30 seconds		19.0 cents
Total		<hr/> 26.8 cents
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Actual charge	per copy	25.0 cents