

**CENTURY PARK CONDOMINIUM ASSOCIATION, INC.**

Rules and Regulations for Inspection and Copying of Association Records

1. The Association records available for inspection and copying are those designated by Florida's Condominium Act, Chapter 718 of the Florida Statutes, as amended from time to time.
2. The Association records are open to inspection by any Unit Owner or the Unit Owner's authorized representative, as designated in writing by the Unit Owner, at reasonable times. All references to Unit Owner will include a Unit Owner's authorized representative.
3. The right to inspect the Association records includes the right to make or obtain copies, at the reasonable expense, if any, of the Unit Owner. No other person shall be permitted to inspect or copy the Association records, unless approved by the Board, the President or unless required by law.
4. A Unit Owner desiring to inspect or copy Association records shall submit a written request only via Certified U.S. Mail, Return Receipt Requested, to the Association at "c/o Gables Professional Management Co. as Registered Agent, 3934 S.W. 8<sup>th</sup> Street, Suite 303, Coral Gables, FL 33134" or the Association's registered agent as amended from time to time. Requests by facsimile transmission, electronic mail (e-mail) or other means to the Association do not comply with these Rules and shall not be recognized. Verbal requests do not comply with these Rules and shall not be recognized. The written request must specify the particular records the Unit Owner desires to inspect or copy, including pertinent dates or time periods. The request must be sufficiently detailed to allow the Association to retrieve the records requested. The Unit Owner's request will be deemed received by the Association on the date that the receipt card was signed for by the Association.
5. Inspection or copying of records shall be restricted to those records specifically designated in the written request for inspection and copying. Solely the person signing the inspection request shall conduct the inspection or copying of records, unless the Board approves otherwise.
6. A Unit Owner shall not submit more than three (3) written requests for inspection or copying of records per calendar month.
7. No Unit Owner may submit more than one (1) request for inspection or copying of the same record during a six-month period if the record has not changed and the Association has already made such record available for inspection or copying to the Unit Owner.
8. Inspection of records shall be conducted at the office where the Association's records are maintained or at such other location as may be designated by the Association. No Unit Owner shall remove original records from the location where the records are inspected. No marks or alterations shall be made on the original records.
9. The Association shall use its best efforts to make the records available for inspection by the tenth working day after receipt of the written request, subject to delays arising from Force

Majeure<sup>1</sup> events and/or health related events, including but not limited to viruses, pandemics, and epidemics. The Association will notify the Unit Owner when the records are available and the location. The Unit Owner is responsible for then contacting the Association to arrange a specific date and time for such inspection. Inspection shall be made only during normal Association business hours, or during the normal business hours of the location of the inspection if other than the Association office. For purposes herein, "working day" shall mean Monday thru 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, or the hours where the records are to be inspected is customarily open, or if there are no customary hours of operations, then 9:00 a.m. to 12:00 p.m. and 1:30 p.m. to 4:30 p.m., all on a working day.

10. No Unit Owner shall be entitled to inspect records for more than twelve (12) 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 four (4) inspection visits per calendar month shall be the maximum number of sessions in a calendar month.
11. If the Unit Owner desires to obtain a copy of any records, the Unit Owner shall designate such record by use of a clip or tab upon the page(s) desired. Not more than once (1) copy of each record requested shall be permitted.
12. A Unit Owner shall pay twenty-five cents (\$0.25) per page for photocopies (subject to adjustments), payable in cash or by check, at the time the copies are delivered; provided however, payment in advance of copying may be required by the Secretary or Property Manager at their discretion, taking into account such factors as the amount of the copying charge, the payment record of a Unit Owner, and other relevant factors. Records will not be released until payment is made. The Association may, in its discretion, send voluminous copy requests out to an outside copying company. In such case, the Unit Owner shall be responsible for payment of the outside vendor's costs, in such manner as the Association may direct. 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.
13. The Association shall not be required to directly send a Unit Owner records upon request. The Association is only required to make the records available for inspection and copying. The Association may, from time to time and in its discretion, decide to directly send records to a Unit Owner upon request. However, such instances shall not in any way create a precedent obligating the Association to directly send records to a Unit Owner upon request in the future and/or shall not in any way constitute a waiver of the requirement that records only be made available for inspection and copying.
14. 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

---

<sup>1</sup> The Association shall not be held responsible for delays in the performance of its obligations hereunder when caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, governmental restrictions, governmental regulations, governmental controls, delay in issuance of permits, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the Association ("Force Majeure").

violate copyrights laws, licensing laws or agreements, vendor agreements, or which involve proprietary software or computer data. The cost of converting 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 converting the record.

15. 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 the Association unless and until the record Owner(s) of the Unit designate such person, in writing, as their authorized representative or unless such person is an attorney admitted to practice in the State of Florida.
16. 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 its personnel, or the office where the records are otherwise inspected or copied or the duties of their personnel. The Association office, or office of inspection, 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.
17. 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.
18. The failure of the Association to enforce any covenant, restriction or other provision of the Condominium Act, the Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulations, shall not constitute a waiver of the right to do so thereafter.
19. The Board of Directors may take any available legal action to enforce these Rules. 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.