

**RULES AND REGULATIONS OF
DESTIN RV BEACH RESORT AT MIRAMAR BEACHOWNERS ASSOCIATION, INC.**

I. RULES CONCERNING OWNER CONDUCT AT BOARD OF DIRECTOR'S MEETINGS

- A. At the designated time for Owner participation at each meeting of the Board, the meeting President or designated Chairperson shall permit Lot Owner participation regarding only any specific items on the Agenda scheduled for the meeting. This time may be limited depending on the complexity and effect on the Association, as noted from the meeting or during the meeting.
- B. Lot Owner participation will not be permitted after reports of officers or committees unless a motion is made to act on the report, or the President or designated Chairperson determines that it is appropriate or is in the best interest of the Association.
- C. A Lot Owner wishing to speak must first raise his or her hand if in person or verbally identify themselves and ask to speak and wait to be recognized by the President or designated Chairperson if participation is by telephone or video conference.
- D. While a Lot Owner is speaking, he\she must only address the President or designated Chairperson; no one else is permitted to speak at the same time, until directed by the President or designated Chairperson.
- E. A Lot Owner may speak only once, for not more than three (3) minutes, and only on the subjects specifically identified on the Agenda. If the Lot is owned in a manner other than by an individual, then only the designated person listed as the authorized voting representative in the most recent voting certificate on file with the Association may speak as a Lot Owner.
- F. The President or designated Chairperson, by asking if there is any objection and hearing none, may permit a Lot Owner to speak for longer than three (3) minutes, or to speak more than once, on the same subject. The ability to object, if exercised, is limited to members of the Board, and, if there is an objection, the question will be decided by Board vote.
- G. The President or designated Chairperson will have the sole authority and responsibility to ensure that all Lot Owner participation is relevant to the subject or motion on the floor. Members of the Board may, but at no time shall any member of the Board of Directors be required to respond to any statement or question from a Lot Owner.
- H. Any Lot Owner desiring to speak at a Board of Directors or committee meeting must file by facsimile or email at least twenty-four (24) hours prior to the commencement of the meeting a written request with the designated management company. The request shall state the subject on the Agenda which the Lot owner wishes to address.
- I. No person in attendance shall interrupt anyone who has the floor. All discussion and comments must, be relevant to the Agenda items. All people in attendance, at any meeting, will behave with common courtesy and civility. All people shall refrain from personal attacks/abuse as in, but not limited to, profanity, rude and threatening language. All people present will obey the President or designated Chairperson of the

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meeting, including but not limited to, stepping down. Failure to comply will result in the person being removed from the meeting if in person or having their telephone or video participation terminated. Should the Lot Owner be a repeat violator, the Board shall have the ability to suspend rights, privileges and impose fines.

II. RULES PROHIBITING HARASSMENT OR INTERFERENCE WITH OPERATIONS OF THE ASSOCIATION

- A. The Association recognizes that Board Members are volunteers, and wish to encourage Owners to serve as members of the Board and to prevent against verbal, written or physical harassment or interference of the Board. Accordingly, it is hereby declared and made a violation of these Rules and Regulations for any Owner, tenant, invitee, licensee, guest or other occupant of the Lot to directly or indirectly harass or otherwise interfere with a member of the Board while acting in his or her capacity as a Director or Officer of the Board or to take any action to communicate at an unreasonable hour, to harass whether verbally, in writing, physically, or to otherwise threaten or to interfere with the right of quiet enjoyment of any member of the Board because of any action taken by that Board member or any issue pending or expected to be pending before the Board.
- B. It shall further be a violation of these Rules and Regulations for any Owner, tenant, invitee, licensee, guest or other occupant of the Association to harass or otherwise interfere with the duties and responsibilities of the Association's Property Manager and his/her staff. Members shall at all times conduct themselves in a courteous and neighborly manner towards the Property Manager and his/her staff and shall not take any action to harass whether verbally, in writing, physically, or to otherwise intimidate, threaten or interfere with the tasks and duties of the Property Manager and his/her staff.
- C. Should any Owner, tenant, invitee, licensee, guest or other occupant violate these Rules and Regulations, the Board may impose a fine of \$100.00 per violation against the violator or the Owner (if different from the violator). The Board deems \$100.00 per violation to be reasonable. The Board may also in its discretion require the violator to cease and desist from verbally communicating with the Board and the Property Manager until further notice or indefinitely, and to require the violator to only communicate with the Association through counsel and in writing, but not by text messages nor by email to a specific individual. Alternatively, the Association may enforce this provision through injunctive relief in any Court or any litigation or arbitration tribunal with jurisdiction. If the Association incurs any expense or cost to protect against harassment or interference, including reasonable attorney's fees and costs shall be chargeable to the Owner in violation of this rule and addition to all other legal remedies available under Florida law, including the imposition of a lien upon the Lot and foreclosure of the lien.

III. RULES PROHIBITING INTERFERENCE AND/OR CONTACT WITH ASSOCIATION VENDORS.

- A. No Owner may contact any vendor, employee or contractor of the Association without the express written consent of the Board.

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- B. No Owner may communicate with any vendor, contractor or employee in any manner while the vendor, contractor, or employee is on Association property and/or the individual Owner's property in the performance of their obligations to the Association.
- C. In the event any Owner has a comment or a complaint concerning any vendor, they are directed to contact the Association's Property Management company and are not permitted to communicate directly with the vendor, contractor or employee. Any violation of this contact rule will be deemed a violation of the Association's Rules and Regulations and enforced pursuant to Florida law and the Association's governing documents, including specifically by fine, including the imposition of a lien upon the Lot and foreclosure of the lien, or by injunctive relief, and in any such case the violating Owner shall be responsible for attorney's fees or costs incurred in enforcement of this provision.

IV. RULES REGARDING INSPECTION AND COPYING OF RECORDS AND WRITTEN INQUIRIES.

A. DEFINITIONS.

- 1) **Copy** shall mean a photocopy of a record reproducible in its entirety on one side of either a single 8 1/2 x 11 or a single 8 1/2 x 14 sheet of paper. The Association shall not be required to reproduce and make copies available of documents with a sheet size greater than 8 1/2 x 14. The Association shall not be required to reproduce in excess of twenty-five (25) pages.
- 2) **Official Records** are those records designated by Chapter 718, Florida Statutes (hereinafter the "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 Association shall, in its sole discretion, determine what constitutes a single record. Under no circumstances does a record include any document 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 Owner.
- 4) **Lot** means a platted or un-platted lot, tract, unit, or other subdivision of real property within a community, as described in the Declaration.
- 5) **Lot Owner or Owner** means the record owner of legal title to a Lot. For the purposes of record inspection and copying only, the term "Lot Owner" also includes a Lot Owner's authorized representative as designated in a writing signed by the Lot Owner and provided to the secretary in advance of the exercise of any authority thereunder. However, any designation by a Lot Owner of an authorized

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representative for record inspection purposes shall only be valid for a period of ninety (90) days, or until the Lot Owner personally submits any record inspection request, whichever shall first occur.

- 6) **Protected Record** shall mean a document that is not accessible to a member or member's representative as currently set forth in Section 718.111(12)(c), of the Condominium Act, and therefore exempt from inspection.
- 7) **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.
- 8) **Working Day** shall be deemed to mean Monday, Tuesday, Wednesday, Thursday, or Friday that is not a legal holiday, between the hours of 9:00 a.m. and 5:00 p.m., local time.

B. INSPECTION AND COPYING.

- 1) The official records of the Association are open to inspection by any Lot Owner or authorized representative of such Lot Owner (as designated in accordance with these rules) on working days. Protected Records are not accessible to Lot Owners and will not be produced for inspection and copying unless pursuant to a lawful court order.
- 2) An Owner desiring to inspect the official records of the Association shall submit the request to the Association in writing via certified mail to the Association's designated management company. A Request received via facsimile, hand delivery or email will not be considered to be delivered properly and denied in its entirety. The request shall describe each record desired in sufficient specificity to identify it, and must specify pertinent dates or time periods. The request must be legible, and must describe records by type such as listed in Section 718.111(2) of the Condominium Act, and not by subject matter such as "all insurance information."
- 3) An Owner may not submit a request to inspect the official records of the Association more frequently than once per month in accordance with Section 718.111(12) of the Condominium Act. Requests exceeding these limits shall be considered a nullity and shall be denied in their entirety.
- 4) No more than one (1) written request shall be permitted per record per six-month period. Once the record has been inspected by the Owner or by an authorized representative, or a copy obtained by the Owner or authorized representative, if the record has not changed, it is not subject to further requests for inspection and/or copying by that Owner or authorized representative for a period of six (6) months.

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Any record inspection scheduled as the result of the receipt of a request shall be deemed to be an inspection of all records listed in said request that were not previously indicated as a Protected Record or unavailable. In the event that the Owner fails to attend a scheduled record inspection, same shall constitute an inspection and shall not toll such time periods as described herein.

- 5) Upon receipt of a written request, the Association will acknowledge in writing receipt of the Owner's inspection request. The Association's written acknowledgement will be mailed to the Owner to the mailing address on file with the Association unless otherwise specified in the Owner's inspection request. The Association's written acknowledgement will specify the location where inspection shall occur. In its written acknowledgement, the Association will request the Owner to contact the Property Manager to coordinate the actual date and time of the initial inspection. If the Owner does not respond to the Association's acknowledgement letter by either contacting the Property Manager verbally or in writing within ten (10) days of the Owner's receipt of the Association's acknowledgement letter, the Owner's inspection request shall be deemed abandoned. Furthermore, the Owner shall be deemed to have inspected the records requested to be inspected for purposes of calculating the amount of time before the Owner may request to inspect those records again under this Resolution.

The Association is not required to locate the requested records from all of the official records requested by a Owner. Therefore, the Association may produce the Records in the manner in which they are maintained by the Association in the ordinary course of business, or provide on the Records as detailed in the Owner's written request, as determined by the Board of Directors or management in their sole discretion.

- 6) The record inspection will occur at the location specified by the Association at a date and time mutually agreed upon by the party requesting the inspection and the Association in writing by the person requesting the documents. The Association requires that the Owner contact the Association's management company via telephone to coordinate a mutually convenient date and time to conduct the records inspection. In the event the Association asserts an exemption to disclosure, the Owner or authorized representative requesting the record shall be advised in writing of the specific grounds for exemption.
- 7) The inspection will be under the supervision of a person or persons designated by the Association to monitor and assist in the record inspection. The Association may institute any supervision or reasonable security measures about the record inspection it deems appropriate.
- 8) No Lot Owner may request the inspection of more than 20 records at any one time, nor shall the Association be required to produce records for inspection exceeding 200 pages at one time. If the Lot Owner's request exceeds either of these limitations, the Association may provide records for inspection in the order

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requested by the Lot Owner up to the limiting factor and notify the Lot Owner that the other records will be made available for inspection at another inspection session upon receipt of another written request of the Lot Owner.

- 9) The record inspection session shall not extend beyond four (4) hours. At the conclusion of a four (4) hour session, the Owner's inspection will be considered complete regardless of whether the Owner actually completed his or her review of the official records during the second inspection session. The Owner may then submit a new inspection request for a future inspection in accordance with these rules.
- 10) 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 the Association, nor shall any record be removed from the location of the inspection for any reason whatsoever.
- 11) The right to obtain copies of records is incidental to, and a part of, the inspection of records. During the inspection of records, an Owner or authorized representative may request the Association 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 supervising person of the number and location of said marking devices.
- 12) If during the inspection of the records, the Owner has determined the need or desire for a copy of said record, the Association shall make or obtain those copies and provide same to the Lot Owner within five (5) working days from the date of the record inspection and subject to the Association receiving prior payment therefore.
- 13) The Association is not required to make and/or mail or deliver record copies to the Owner or an authorized representative upon demand; but rather the Owner or authorized representative can obtain record copies or request same, as detailed herein, during the inspection. If the Association agrees to mail records, all costs of mailing shall be charged to the Owner.
- 14) If both the Owner and Association agree, copies of requested records may be submitted to the Owner by mail or email, in lieu of an inspection. If this option is chosen, charges for copying will apply as if designated at an inspection.
- 15) There will be no charge for the cost of copying official records requested to be copied if the time spent retrieving and copying the records does not exceed one-half hour. If the time spent retrieving and copying the records requested exceed one-half hour, the Association will charge \$20.00 per hour for the personnel costs

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associated with retrieving and copying the requested records. There will be no charge for personnel costs for records requests that result in the copying of twenty-five (25) or fewer pages.

- 16) If copies of records requested by a Lot Owner are made on the Association's or its agents' copier, the sum of \$0.25 cents per page will be charged to the Lot Owner, which must be paid in advance, said payment to be either cash, business or personal check, whichever the Association specifies. The Association shall, at its option prepare record copies on single-sided sheets or duplexed. A duplexed copy shall be, for the purposes of the \$0.25 cents per page charge, two copies. The Association shall not, however, be required to copy two separate documents on a single page for the purposes of minimizing the per page copy cost.
- 17) If the Association photocopy machine is unavailable during a records inspection, or if the records requested to be copied exceed 25 pages in length, the Association may have copies made by an outside duplicating service and may charge the Owner the actual cost of copying, as supported by the vendor invoice.
- 18) Notwithstanding the foregoing, an Owner or the Owner's representative shall be entitled to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association providing the Lot Owner or his or her authorized representative with a copy of such records. The Association may not charge a fee to a Owner or his or her authorized representative for the use of a portable device.
- 19) Lists of Owners containing their mailing addresses, telephone numbers, and email addresses shall not be released by the Lot Owner or the Lot Owner's representative to anyone not a Lot Owner in this Association.

C. MANNER OF INSPECTION

- 20) No written request for inspection or copying shall be made in order to harass any Owner, resident, Association agent, officer, director, manager, or employee. Inspection and copying requests not in conformance with these rules will be deemed to be harassment.
- 21) All persons inspecting or requesting copies of records shall conduct themselves in a civil and businesslike manner and shall not interfere with the operation of the Association office or place where the records are otherwise inspected or copied.
- 22) **Limitation on Association's Obligation to Respond to Written Inquiries.** The Association shall not be obligated to respond to more than one (1) written inquiry from a Lot Owner, filed by certified mail, in any given thirty (30) day period. Any additional inquiry or inquiries shall be responded to in the subsequent thirty (30) day period or periods.

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D. ENFORCEMENT OF INSPECTION AND COPYING RULES.

- 1) Any violation 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 (5) working days subsequent to receipt of the written request.
- 3) Verbal requests for inspection or copying will neither be honored nor acknowledged.
- 4) A request for record inspection and/or copies will be denied if the Owner has, within two years preceding his demand, given, sold, or offered for sale any list of Owners, or has aided or abetted any person in procuring any list of Owners for any such purpose or commercial purpose.
- 5) A request for record inspection and/or copies will be denied if the Owner has within two (2) 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 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.
- 6) The Association reserves the right to amend these rules from time to time as deemed necessary.
- 7) The Association may take any available legal action to enforce these rules, including by fine, or injunctive relief, and all attorneys' fees and costs in so enforcing shall be a collectible against the Owner or Owners.

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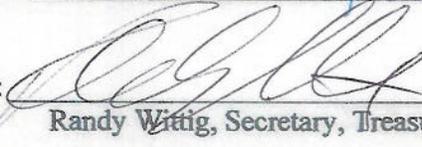
ADOPTED by the Board of Directors at a duly noticed Board meeting on the
9th day of August, 2019.

By: 
Richard Olson, President

Date: 8/9/19

By: 
Clyde Roy, Sr., Vice President

Date: August 9th, 2019

By: 
Randy Wittig, Secretary, Treasurer

Date: 8-9-19