

Wild Oak Bay Vista I Owners' Association, Inc.
Application to Purchase or Rent

Unit #, Current owner: _____
Closing Date or Rental Period: _____
Realtor Name and Phone Number: _____

Name of Buyer/Renter #1: _____

Birth date: _____
Driver's Lic. No. & State: _____
Social Security Number: _____
Current Address: _____

Cell Phone # _____
Email address: _____

Personal References, Name and Phone Number:
1) _____
2) _____

Employer Name, Address and Phone Number: _____

Name of Buyer/Renter #2: _____

Birth date: _____
Driver's Lic. No. & State: _____
Social Security Number: _____
Current Address: _____

Cell Phone # _____
Email address: _____

Personal References, Name and Phone Number:
1) _____
2) _____

Employer Name, Address and Phone Number: _____

If purchasing, I/We intend to: (Please initial your intentions)

_____ Live in the unit full time
_____ Live in the unit part time/seasonal

By signing below, Applicant(s) acknowledges that they have reviewed a copy of the Wild Oak Bay Vista I Condominium Rules and Regulations, and will abide by them. A signed copy of the Rules and Regulations must accompany this application.

*** I/WE AUTHORIZE THE BOARD OF DIRECTORS OR ITS AUTHORIZED AGENTS TO INVESTIGATE MY/OUR BACKGROUND AND CREDIT REPORT.**

**** A nonrefundable Application Processing Fee of \$150.00 made payable to WILD OAK BAY VISTA I must accompany this application.**

**** A refundable \$1,000 moving deposit is required to cover damage to building or elevator made payable to WILD OAK BAY VISTA I**

***** No 18-wheel tractor trailer moving vans or trucks are permitted in Wild Oak Bay neighborhood or a \$500 fine will be levied.**

APPLICANT(S) SIGNATURE AND PRINTED NAME:

OWNER(S) SIGNATURE: _____

Mail documents with application fee to:

**Progressive Community Management
3701 South Osprey Avenue, Sarasota, FL 34239**

Office: 941-921-5393

WILD OAK BAY VISTA 1
RULES & REGULATIONS
MAY, 2018

1. USE OF UNIT: Occupancy is restricted to single family, private resident use.
2. EMERGENCY ACCESS TO UNIT: Unit owners shall provide the resident manager and the association management company with a key for emergency access.
 - a. Unit owners who have installed security systems shall provide a pass code to the resident manager and the association management company for emergency access.
 - b. Where alarm systems are installed, the unit owner shall be responsible for all false alarms and any municipal fines related to false alarms.
 - c. When the unit owner is not in residence, the unit owner shall be responsible for securing their unit in preparation of storm activity (deploying hurricane protection, securing items exposed on patios and rooftops). The unit owner shall have the options of (1) securing the unit prior to the departure or (2) making arrangements with a local agent who will act on the owner's behalf. In the case of the later, the unit owner shall advise the Board of the agent's contact information.
3. CHILDREN: Vista 1 Association follows the Fair Housing Amendments Act of 1988.
4. PETS: Pet ownership shall be contingent upon execution of the Wild Oak Bay Vista I Pet Rider (attached) and the owner's compliance with Chapter 14 of the Bradenton City Code of Ordinances and Manatee County ordinances.
 - a. Canine or Feline pets are limited to two per unit. (Two dogs, two cats or a cat and a dog).
 - b. Family members visiting with a pet shall be permitted to house their pet while visiting an owner for a maximum of 3

weeks providing the total number of pets housed in the unit does not exceed three and that the owner is in residence. The owner shall notify the board in advance of such visits and shall execute the Wild Oak Bay Vista I Pet Rider.

- c. The owner agrees that a pet occupying or visiting the unit shall not cause a nuisance to any other resident in the complex. Nuisance barking shall not be tolerated and the owner agrees to take whatever actions necessary to remedy such nuisance. The unit owner further acknowledges that failure to remedy the nuisance shall be subject to the fining process and possible ejection of the pet.
- d. Dogs shall be kept leashed and under control of a responsible person capable of controlling the animal at all times when outside the unit.
- e. Other small animal pets that do not leave the unit (i.e. birds, fish, reptiles, gerbils, hamsters, etc.) shall be permitted providing they are maintained in accordance with local ordinances and that they do not present a hazard or nuisance to other residents. The owner is responsible to dispose of all animal waste in sealed plastic bags.
- f. Owners shall be responsible for any damage to the common area or neighboring properties cause by their pet.
- g. Renters shall not be permitted to have pets.
- h. For the benefit of all, pet owners are encouraged to remind other pet owners of the rules when such reminders are warranted.

5. VEHICLES: Because of the limited number of parking spaces available, each unit is restricted to keeping no more than two passenger vehicles on the premises.

- a. A passenger vehicle is defined as a car, station wagon, mini-van, conversion van or SUV. No truck, trailer, camper, cargo van, recreational vehicle, boat, or similar equipment shall be permitted to remain on any portion of the condominium property other than for temporary parking. Further, all vehicles must meet generally acceptable standards of appearance; i.e. no so-called junk cars with heavily rusted panels, unpainted or mismatched color painted panels shall

be permitted other than for temporary parking. No overnight parking for the above type of vehicles.

6. **PARKING:** Each unit has been assigned one covered parking space (see attached assignment diagram).
 - a. Residents with two cars shall use the spaces to the west of the condo to park their second vehicle.
 - b. Guest parking shall use the spaces north of the west carport.
 - c. Residents who vacate their assigned covered parking space for an extended period of time are encouraged to allow or assign its use to another owner or tenant to park a second vehicle. For security purposes, this provides the appearance of occupancy. However, such arrangements must have the unit owner's express consent.

7. **GUESTS OF OWNERS:** When the registered owner is not in residence, guests are permitted no more often than three times per year and for periods not longer than two weeks per visit. Exceptions to this rule must be requested in writing and approved by the Board.
 - a. The registered owner shall supply the Board with the names of guests who will be occupying the unit, the dates they will be in residence, and persons to be contacted in case of an emergency.

8. **COMMUNICATION:** All notices from the Wild Oak Bay Vista I Owners' Association Board of Directors will be posted on the bulletin board and/or mailed to the owners.

9. **BOARD MEETINGS:** All owners are invited to attend the Board meetings. However, only Board members may vote on issues.
 - a. The time, place, and agenda for Board meetings will be posted on the bulletin board at least 48 hours prior to the meeting and may be sent via e-mail to owners of record who have elected to receive electronic communications.

- b. The Board may consider items not listed on the meeting agenda provided a majority plus one of the board members so approve. Such action must be noticed and ratified at the next regular Board meeting.
- c. The Board must respond to unit owners' written complaints delivered by certified mail within 30 days of receipt of the complaint.
- d. Committee meetings that have the objectives of making recommendations to the Board on the budget or taking action on behalf of the Board will have the same conditions as outlined above.
- e. Owners may request in writing to review or obtain copies of the Association's records. The Association will make its best efforts to comply within one week of receiving the request and the requestor will pay for the copying costs.

10. RENTALS:

- a. No unit may be leased during the first two years of ownership and, thereafter, is restricted to two leases in any one calendar year. All leases shall be in writing. This two-year rental restriction does not apply to transfers made for estate planning purposes (including transfers to an owner's spouse, transfers via an owner's will to beneficiaries or heirs, or transfers into a trust).
- b. Occupancy is prohibited by persons who, based on written reports, have been: (1) disruptive at a previous residence; (2) convicted of a felony for crimes of theft, breaking and entering, burglary, property vandalism, or similar crimes against property; (3) convicted of a felony for crimes of assault, battery, rape, criminal sexual conduct, homicide, or other crimes against persons; (4) persistently disruptive of the peace and; (5) persistently negligent or late in meeting financial obligations.
- c. Any potential renter must complete a rental application and get approval by the Board. Owners or their agents may obtain a rental application from the property manager. The completed form must be submitted at least two weeks prior to the commencement of the rental period. The application

must be signed by the owner or their agent, affirming that the prospective renter has received and agreed to abide by the Vista I Rules and Regulations.

- d. A \$100 nonrefundable processing fee must accompany the application.
 - e. The Board, through its property manager, will take those steps necessary to verify the statements on the application and advise the owner and potential renter within 13 days whether any statements or assertions have been found to be untrue. If no such notice is given, the proposed renter is deemed approved.
 - f. Only the approved tenant(s) may occupy the unit; the unit may not be occupied when the approved tenant is not in residence.
 - g. Renters are NOT permitted to have pets.
 - h. Once approved, the renter need not re-apply for subsequent rental periods.
11. **SALE OF UNIT:** No person may either transfer or acquire ownership of a unit without the approval of the Association and an interview with the Association is a requirement of approval. An application to purchase the unit shall be submitted to the Association's management with a nonrefundable check for \$150 processing fee.
12. **CONSIDERATION OF NEIGHBORS:** sounds from electronic equipment and all other sounds should be kept to a moderate level at all times.
- a. Boisterous and disorderly conduct are not permitted.
 - b. Sounds must be kept to a minimum after 11 pm.
 - c. Owners with pets or who have guests with pets are required to ensure the pet is not a source of nuisance to other residents.
13. **EXTERIOR APPEARANCE:** Owners shall not enclose, paint, or otherwise decorate, change or alter the structure or appearance of the exterior of the building or any common elements and limited common elements, including screened porches, without

providing a description in writing of the change requesting approval by the Board. Failure to obtain Board approval may require a reversal of the change at the owner's expense.

- a. All window treatments, draperies, curtains, blinds, etc. externally must be white, off white or eggshell in color.
- b. No clothing, rugs, towels, sporting, swimming, or fishing items may be hung on the railings or otherwise be visible outside the unit or balconies longer than two hours.
- c. Storage items, bicycles, garbage, shopping carts, utility carts, or cleaning equipment should NOT be kept on the balconies or common areas.
- d. Lawn, shrubbery or other established plantings shall not be altered, moved or treated without approval of the association.
- e. The installation of hurricane shutters, replacement windows and sliding glass doors must be similar in design and color to those already installed on the building. The Board must approve other forms of hurricane protection that require attachment to the building.
- f. Bird feeders are not permitted.
- g. No signs or billboards of any kind, including, but not limited to "For Sale" signs or "For Rent" signs shall be displayed to the public view on any portion of the property.
- h. Bicycles are to be stored either inside of the owner's unit or in the storage room on the west end of the building. Storage in the stairwell is prohibited by order of the fire marshal.
- i. Replacement or repair of the unit front doors is the responsibility of and at the expense of the owner. Any such replacement or repair must match the color of the building. The design of the door shall be consistent with the recommendations (see attached) and shall be submitted to the Board for approval.
- j. Gas and charcoal grills and heaters are NOT permitted to be used or stored on balconies, patio areas, breezeways, lanais, and roof top decks, beneath the building, or within 10 feet of the building by order of the fire marshal. A gas grill is located next to the pool and is shared with occupants of Vista II.

14. INTERIOR ALTERATIONS: Owners planning to make interior alterations must review them with the Board with respect to structural, electrical, HVAC and plumbing consequences. Minor decorating changes, storm damage repair and equipment malfunction repair are acceptable.
- a. Any remodeling project with an estimated cost exceeding \$2,500 or any work affecting limited common elements or common elements (i.e. utility stacks, exhaust vents, etc.) shall be submitted in writing to the Board for approval. A copy of the contract, scope of work, applicable engineering drawings or sketches, Notice of Commencement and proof of contractor insurance shall accompany the written request. This request shall be submitted two weeks prior to the commencement of work.
 - b. The unit owner is responsible for completing and filing a Notice of Commencement with the county before commencing work. The Notice of Commencement and all required permits are to be posted in the window by the front door.
 - c. Owners are responsible for informing their contractor and/or delivery agents of the attached “Rules for Owners, Contractors and Delivery Agents” attached at the end of this document, and obtaining the appropriate signatures thereto.
 - d. The Board may elect to require a refundable damage/clean up deposit, not to exceed \$1,000, based upon the scope of work to be performed. Any such deposit will be held until the work is completed, any damage repaired, and the common areas cleaned. The deposit should be submitted to the Board with a signed copy of the “Rules...” referred to in paragraph c, above.
 - e. Remodel work to install wood or tile flooring on the second or third floors shall require the application of a sound barrier and be approved by the Board.
 - f. All work/remodeling shall be done in accordance with state and local codes.

15. ELEVATOR: Protective padding must be used when moving furniture, appliances, construction equipment or supplies, or other large items in the elevator. Floor padding should also be used when moving appliances that may cause oil, grease, or water on the elevator floor. It is the owner's responsibility to ensure that the pads are in place.
 - a. It is the owner's responsibility to instruct movers of furniture, appliances or other large items, to use the ramp. The main entrance steps must NOT be used with dollies or hand trucks.
16. MOVING DAMAGE: a \$1,000 refundable deposit is required before an occupant moves in or out. The deposit will be refunded after it is ascertained that the move caused no damage to the elevator or property.
17. REFUSE: All types of refuse must be containerized or sealed. Wet items and garbage must be sealed in a plastic or moisture proof container. Oversize items such as boxes and cartons must be broken down or folded and carried to the dumpster in the dumpster room on the ground floor. If the chute is plugged and the bin overflows, please clean it up.
 - a. Manatee County will not remove furniture or appliances. The unit owner is responsible for arranging disposal of these items at their expense. These items must NOT be placed in the refuse room or under the building.
 - b. Remodeling debris, wallboard, cabinets, fixtures, light bulbs, etc. must be disposed of by the owner or contractor. These items must NOT be placed in the dumpster or under the building.
 - c. Hazardous materials, paints, solvents, batteries, electronics, sharps containers, etc. must not be placed in the dumpster. Each unit owner is responsible for the proper disposal of these items.
18. INSURANCE: each unit owner shall be responsible for casualty and liability insurance for their unit and personal property

therein. This will be at the unit owner's expense and is not the responsibility of the Association, except as provided in section 15.3 of the Declaration of Condominium of Vista I. (The owner is financially responsible for everything inside the raw dry wall and above the concrete floors. This includes carpet, flooring, paint, wallpaper, fixtures, cabinets, appliances, etc.)

19. FLAT ROOF:

- a. The flat roof shall not be used for storage, including lumber, piping, equipment, supplies, debris or any other items.
- b. Plants in containers may only be used on the decking portion of the roofs NOT on the roofing surface itself.
- c. The platform decks should be modular and designed for easy removal to allow for roof maintenance. The unit owner is responsible for removal and replacement of decking that exceeds that area originally installed when the building was constructed.
- d. The roof decks may NOT be expanded beyond their existing size.
- e. Irrigation systems are prohibited.
- f. Roof drains should be kept clear at all times.
- g. When the owner is not in residence, the owner shall be responsible for securing the roof in preparation of any storm activity. All patio furniture, plants, containers and other materials must be moved inside. The unit owner shall have the options of (1) securing the unit prior to the departure or (2) making arrangements with a local agent who will act on the owner's behalf. In the case of the later, the unit owner shall advise the Board of the agent's contact information.
- h. Roof access must be available at all times for maintenance and repair. Maintenance contractors should advise the occupants of units 301 and 305 before working in the area.

20. SWIMMING POOL: The use of the pool is restricted to unit owners, their tenants, and guests visiting owners who are in residence. You may NOT authorize use of the pool to friends and neighbors in your absence.

- a. Swimming pool rules are posted inside the pool area and pertain to safety and hygiene. Unit owners are responsible for assuring that their guests comply with the pool rules.
21. COMPLIANCE & ENFORCEMENT: the Association has the right and the obligation to collect a penalty fine of \$25 per day from the owner for violation of any of the rules or regulations. If such a violation is by a tenant, the owner and/or the agent should be notified and has the obligation to correct the problem.
22. RULE re: Inspection and photocopying of the Association's Official Records by Members or their authorized representatives begins on the following page.

OFFICIAL RECORDS ACCESS

1. List of Official Records. The Association shall maintain each of the following items, when applicable, which constitute the Official Records (“Official Records”) of the Association:

A. A copy of any plans, permits, warranties and other items provided by the developer pursuant to Section 718.301(4), Florida Statutes.

B. A photocopy of the recorded declaration of condominium of each condominium operated by the Association and each amendment thereto.

C. A photocopy of the recorded bylaws of the association and each amendment to the bylaws.

D. A certified copy of the Articles of Incorporation of the Association and each amendment thereto.

E. A copy of the current rules of the association.

F. A book or books that contain the minutes of all meetings of the Association, the Board of Directors, and the unit owners.

G. A current roster of all unit owners and their mailing addresses and Unit identifications, voting certifications, and, if known, telephone numbers. The Association shall also maintain the e-mail addresses and the facsimile numbers of unit owners consenting to receive notice by electronic transmission. The e-mail addresses and facsimile numbers are not accessible to unit owners if consent to receive notice by electronic transmission is not provided in accordance with Section 718.111(12)(c)(3).e., Florida Statutes. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.

H. All current insurance policies of the Association and condominiums operated by the Association.

I. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the unit owners have an obligation or responsibility.

J. Bills of sale or transfer of all property owned by the Association.

K. Accounting records for the association and separate accounting records for each condominium that the association operates. Any person who knowingly or intentionally defaces or destroys such records, or who knowingly or intentionally fails to create or maintain such records, with the intent of causing harm to the association or one or more of its members, is personally subject to a civil penalty pursuant to s. 718.501(1)(d). The accounting records must include, but are not limited to:

(1) Accurate, itemized, and detailed records of all receipts and expenditures.

(2) A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the unit owner, the due date and amount of each assessment, the amount paid on the account, and the balance due.

(3) All audits, reviews, accounting statements, and financial reports of the association or condominium.

(4) All contracts for work to be performed. Bids for work to be performed are also considered official records and must be maintained by the association.

L. Ballots, sign-in sheets, voting proxies, and all other papers and electronic records relating to voting by unit owners, which must be maintained for one (1) year from the date of the election, vote, or meeting to which the document relates, notwithstanding paragraph (b).

M. All rental records if the association is acting as agent for the rental of condominium units.

N. A copy of the current question and answer sheet as described in s. 718.504.

O. A copy of the inspection report as described in s. 718.301(4)(p).

P. Bids for materials, equipment, or services.

Q. All affirmative acknowledgments made pursuant to s. 718.121(4)(c).

R. All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association.

2. Adequate Number of Copies of Certain Documents. The Association shall maintain an adequate number of copies of the Declaration of Condominium, Articles of Incorporation, Bylaws, and Rules, and all amendments to each of the foregoing, as well as the Question and Answer Sheet as described in s. 718.504 and year-end financial information, on the condominium property to ensure their availability to unit owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the documents.

3. Inaccessible Records. Notwithstanding the above, the following Official Records are not accessible to a Member:

A. Any record protected by the lawyer-client privilege as described in s. 90.502 and any record protected by the work-product privilege, including, but not limited to, a record prepared by an Association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings

or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.

B. Information obtained by the Association in connection with the approval of the lease, sale, or other transfer of a Unit.

C. Personnel records of Association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this subparagraph, the term "personnel records" does not include written employment agreements with the Association or management company employee or budgetary or financial records that indicate the compensation paid to the Association or management company employee.

D. Medical records of unit owners.

E. Social security numbers, driver license numbers, credit card numbers, electronic mailing addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses for a Unit owner other than as provided for Association notice requirements, and other personal identifying information of any person, excluding the person's name, unit designation, mailing address, and property address.

Notwithstanding the restrictions in this subparagraph, the Association may print and distribute to Unit owners a directory containing the name, Unit address, and all telephone numbers of each unit owner. However, an owner may exclude his or her telephone numbers from the directory by so requesting in writing to the Association. An owner may consent in writing to the disclosure of other contact information described in this subparagraph. The Association is not liable for the disclosure of information that is protected under this subparagraph if the information is included in an official record of the Association and is voluntarily provided by an owner and not requested by the Association.

F. Any electronic security measure that is used by the Association to safeguard data, including passwords.

G. The software and operating system used by the Association which allows the manipulation of data, even if the owner owns a copy of the same software used by the Association. The data is part of the Official Records of the Association.

H. All affirmative acknowledgments made pursuant to Section 718.121(4)(c), Florida Statutes.

4. Retention Period. The Official Records specified in Paragraph 1. A. through F. must be permanently maintained from the inception of the Association. Bids for work to be performed or for materials, equipment, or services must be maintained for at least one (1) year after receipt of the bid. All other Official Records must be maintained within the state for at least seven (7) years unless otherwise provided by general law.

5. Location of Inspection. The records of the Association shall be made available to a unit owner within forty-five (45) miles of the condominium property or within the county in which the condominium property is located within ten (10) working days after receipt of a written request by the Board or its designee. This paragraph may be complied with by having a copy of the Official Records of the Association available for inspection or copying on the condominium property or Association property, or the Association may offer the option of making the records available to a unit owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request.

6. Misuse of Information by Others. The Association is not responsible for the use or misuse of the information or documents provided to the Association Member or his or her authorized representative in compliance with Chapter 718, Florida Statutes unless the Association has an affirmative duty not to disclose such information under Chapter 718, Florida Statutes.

7. Member's Authorized Representative. A Member may elect to designate an authorized representative to act on the Member's behalf by submitting to the Association a signed and dated written statement providing the authorized representative's full legal name, email address, telephone number, and a statement that the Member designates the

named person as their authorized representative for inspection and copying of the Official Records of the Association. The Association shall not be required to recognize or respond to any inspection or copying request received from a non-Member unless and until the Member has submitted the required written designation of authorized representative statement to the Association. Once a Member has properly designated the Member's authorized representative, the use of the word "Member" in this Rule shall refer both to a Member directly requesting access to the Official Records and any authorized representative submitting such a request on behalf of a Member.

8. Inspection and Copying of Official Records. The Official Records of the Association are open to inspection by any Association Member or the authorized representative of such Member at all reasonable times. The right to inspect the Official Records includes the right to make or obtain copies, at the reasonable expense, if any, of the Member or authorized representative of such Member. The Association may not require a Member to demonstrate any purpose or state any reason for the inspection.

A. Written Request. A request to inspect and copy the Official Records shall be in writing, typewritten or legibly printed (not written in cursive style) by hand. Verbal requests are insufficient and will not be responded to by the Association.

B. Frequency. A Member shall be limited to a maximum of three (3) record inspection visits per calendar month.

C. Time. No Member shall be allowed to inspect the Official Records for more than eight (8) hours cumulatively in any calendar month. The Member's inspection(s) shall occur Monday through Friday, between the hours of 9:00 a.m. and 4:00 p.m.

D. Manner and Location. Each written request to inspect the Official Records must be sent to the Association via US Mail or via hand-delivery to the below address to the attention of the current Manager of the Association. Each request should include an address, email address, and telephone number where the Member may be contacted. A Member shall not transmit a request to inspect the Official Records via email. A Member's request

transmitted via email shall not be deemed received by the Association under this Rule. A Member's request sent via email to an individual director or officer of the Association or mailed or hand-delivered to their home address is not deemed received by the Association. The address where written records request shall be submitted is as follows:

Wild Oak Bay Vista I Owners Association, Inc.

c/o Ms. Judie Littell, Manager
Progressive Community Management
3701 S. Osprey Ave, Sarasota, FL 34239

E. Suggested Date and Time. To make the records request more convenient for the Member, the Member's written request may, but need not, suggest a preferred date and time (or dates and times) for the inspection. The Association's duly authorized representative shall promptly coordinate and schedule an appointment date and time with the Member for the inspection under this Rule.

F. Association's Obligations. The Association shall not be obligated to create a document in a format other than that document or report as kept in the ordinary course of business. The Association shall not be required to collate or cull out specific or requested records for the Member's benefit. The Association shall not be required to interpret any document found within its Official Records and will not answer any questions during the inspection of the Official Records. In addition, the Association shall not be required to mail, email or otherwise transmit the requested Official Records to the Member.

G. Ten Business Days. Records shall be made available for inspection by the Member on or before the tenth (10th) business day after the actual receipt by the Association of the written request for inspection. This time may be extended by verbal or written request of the Member. The Association shall notify the Member, by telephone, in writing or (if an e-mail address is provided by the Member) by e-mail, that the requested Official

Records are available and the time, date, and place for such inspection.

H. Fails to Attend. In the event a Member does not attend the scheduled date and time for inspection of Association's Official Records, the request shall be deemed abandoned and the Association shall be under no further obligation to make the requested Official Records available for inspection under that request. Nothing, however, shall prohibit the Member from submitting another request in conformance with this Rule.

I. How to Designate Records. If a Member desires to obtain a copy of any specific Official Record to which that Member is provided access as provided in this Rule, the Member is encouraged to designate in writing which Official Record is desired or, during the inspection the Member may designate such Official Record by use of a tab or clip upon the pages desired.

J. Member's Obligations. A Member shall not mark, write upon, alter, remove, deface, destroy, take, or damage any portion of the Official Records. All persons inspecting or requesting copies of Association's Official Records shall conduct themselves in a businesslike manner and shall not interfere with the operation and peaceful conduct of any business in which the records inspection or copying is conducted. The Member shall return the Official Records to the Association in the same boxes, folders, form, and format as they were provided to the Member. If any violation of this requirement occurs or if the Member shall violate any other requirement of this Rule or appropriate standards of conduct, in the reasonable judgment and discretion of the Association representative providing that opportunity, then the inspection or copying shall be terminated and the requesting Member shall be required to depart the premises, subject to the right to submit another inspection request in compliance with this Rule.

9. Costs and Personnel Fees.

A. Costs of Copying. The Association shall charge twenty-five cents (25 cents) per one-sided page for copies made on the

Association's or management company's photocopier. If the Association does not have a photocopier available where the Official Records are kept, or if the Official Records requested to be copied exceed fifty (50) pages in length, the Association may have copies made by an outside duplicating service and may charge the actual cost of copying and transportation to and from the duplicating service, as supported by the vendor invoice(s). A Member requesting photocopies shall pay the Association for those copies at the time of the request. If paid by cash, the payment shall be made by bills, with coins limited to any amount less than one dollar.

B. Limit on Number of Copies. The Association shall be under no obligation to provide more than one hundred (100) documents per inspection in response to a Member's request.

C. Member's Portable Copying Device. The Association shall allow a Member 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 Member with a copy of such records. The Association may not charge a fee to a Member for the use of a portable device.

10. Failure to Provide Access. The failure of the Association to provide access to the Official Records within ten (10) business days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply with this Rule. A Member who is denied access to Official Records is entitled to the actual damages or minimum damages for the Association's willful failure to comply with the applicable statute. The minimum statutory damages are to be \$50 per calendar day up to 10 days, the calculation is to begin on the 11th business day after receipt of the written request.

11. Rights of Renters. A renter of a unit in the condominium has a right to inspect and copy only the Declaration of Condominium, the Association's Bylaws, and Rules. A renter shall not have the right to inspect and copy any other Official Records of the Association.

12. Governing Law. If Chapter 718, Florida Statutes, is amended after this Rule is adopted by the Board of Directors, the Rule shall be deemed automatically amended to make it consistent with the requirements of Florida law.

TO: WILD OAK BAY VISTA I OWNERS ASSOCIATION, INC. ADDRESS: Att.: Wild Oak Bay Vista I Owners Association, Inc.

c/o Ms. Judie Littell, Manager Progressive Community Management 3701 S. Osprey Ave Sarasota, FL 34239

RE: REQUEST TO INSPECT THE OFFICIAL RECORDS OF THE ASSOCIATION
As a Member of the above-named Association, I request to timely inspect and copy the following Official Records of the Association:

List each Official Record you desire to inspect: *[Please be as specific as possible and you may use additional pages, as need]*

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Designation of Authorized Representative: Pursuant to Paragraph 7 of the Rule, I designate the following person to act as my authorized representative for purposes of inspection and copying the Official Records of the Association:

Name: _____

Email: _____ Telephone Number: _____

Name, Signature, Unit # or Address of the Association Member:

Print Name: _____

Signature: _____

Unit# or Address: _____

Date: _____, 202____ **Contact Information:**

The best way to contact me to schedule the date and time of the records inspection:

Email: _____ Telephone Number: _____

Availability: I am available the following dates and times for the inspection:

WILD OAK BAY VISTA I

Rules to Owners, Contractors and Delivery Agents

- Notice of Commencement and building permits must be posted on the window/door of the unit at all times. They must be obtained before demolition/construction begins.
- All work must be in compliance with Florida building codes.
- Any damage to Vista I common areas by contractor/delivery agent will be the financial responsibility of the relevant unit owner.
- Trucks larger than 10 wheels are not permitted in Wild Oak Bay.
- All deliveries using wheeled dollies or hand trucks are to use the ramp east of the center entrance, not the front stairs.
- If the elevator is used, the protective pads MUST BE mounted to the walls and floor before hand.
- All debris must be placed in containers while being transported in the elevator.
- Debris may NOT be placed in the building trash receptacle or put down the garbage chute. Debris must be removed from the premises promptly by the contractor or delivery person.
- Renovation or repair work may be performed during the hours of 8 am to 5 pm, Monday through Saturday except for emergencies.
- Dirt, plaster, dust, etc. on the walkways, stairs and elevator must be cleaned every evening before the contractor leaves.
- Contractor vehicles and trailers are to be removed from the premises by 5 pm.
- Smoking is prohibited in or around the building, including the parking lot, sidewalks and balconies.

Owner _____ Date _____

Contractor _____ Date _____