

One88 Condominium Association, Inc.

c/o Progressive Community Management
3701 South Osprey Avenue, Sarasota, FL 34239
941- 921-5393 / 941- 923-7000 (fax)

APPLICATION FOR SALE or LEASE

Return this application to the above address with a non-refundable \$100.00 application fee made payable to 'One88 Condominium' along with a copy of Driver's License or Passport for all applicants and include a copy of the Lease Agreement or Sales Contract.

SALE

The undersigned owner _____ proposes to sell unit# _____ One88 Condominium Assoc., Inc., to _____
The proposed closing day will be _____. A copy of the proposed sales contract is attached to this application.

Date

Owners Signature

LEASE

If this unit is to be leased the lease date will begin _____ and end _____.
A fully executed copy of the Lease Agreement is attached to this application.

Applicant

Co-Applicant

Name: _____

Name: _____

Address: _____

Address: _____

City/State/Zip: _____

City/State/Zip: _____

Local Phone: _____

Local Phone: _____

SS#: _____

SS#: _____

DOB: _____

DOB: _____

Driver's Lic. #: _____

Driver's Lic. #: _____

Personal Reference: _____

Phone Number: _____

Personal Reference: _____

Phone Number: _____

Other person(s) who will occupy the unit with you:

Name: _____ Age: _____ Relationship: _____

Pets: (Please review Pet Policy in Rules and Regulations) Number: _____ Type: _____ Weight: _____

Vehicle Information:

Make: _____ Model: _____ Year: _____ State: _____ Tag #: _____

Make: _____ Model: _____ Year: _____ State: _____ Tag #: _____

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1. Has any proposed owner ever been convicted of a felony or a sex related crime? _____

2. Has any proposed owner ever been convicted of any crime involving violence to persons or property?

Name of Real Estate Co. / Leasing Agent: (if any) _____ Ph: _____

I have received and read a copy of the Declaration of Condominium, the Articles of Incorporation, the Bylaws, Rules and Regulations and General Information, and the Frequently Asked Questions and Answers Sheet of the One88 Condominium Association and understand my responsibilities as a lessee. I agree to abide by the provisions of said documents.

Date of Purchase/Lease: _____

Signature of Applicant

Telephone Number

AUTHORIZATION FOR VERIFICATION OF INFORMATION FOR CREDIT REPORT, PUBLIC RECORDS, RENTAL OR LEASE HISTORY AND EMPLOYMENT VERIFICATION.

I agree to hold harmless One88 Board of Director's, Inc. and all providers of information on the prospective buyer(s) stated above, In the event that the information provided by me (us) is found to be misleading and /or false my acceptance for this purchase, whether determination is made before or after my date of sale, may be affected.

I do hereby authorize with my (our) signature(s) the release of public records, credit reports, rental or lease information and employment verification, whether by fax, verbal, photocopy or original signature, to One88 Board of Director's, Inc. and all its members now and in the future.

Date

Signature of Applicant

Date

Signature of Applicant

Action of the Board of Directors:

_____ Approved

_____ Disapproved

Date: _____

Director or Authorized Agent: _____

INITIAL RULES AND REGULATIONS
FOR
ONE88, A CONDOMINIUM

EXHIBIT NO. "4"

ONE88, A CONDOMINIUM

Rules and Regulations

The Rules and Regulations hereinafter enumerated as to the condominium property, the common elements, the condominium units, association property and the condominium in general 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, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other unit owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Association and the Bylaws of the Association. Violations may be remedied by the Association by injunction or other legal means and the Association shall be entitled to recover in said actions any and all court costs incurred by it, together with reasonable attorney's fees against any person violating the Rules and Regulations, or the Declaration of Condominium and any of the Exhibits attached thereto. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revokable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. RULES AND REGULATIONS:

a. Violations should be reported to the Board of Directors or to the Officers of the Association or to any designees thereof.

b. Violations will be called to the attention of the violating owner by the Board of Directors and the Board of Directors will also notify the appropriate committee of the Board of Directors, if any.

c. Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.

d. Unit owners are responsible for compliance by their guests or lessees with these Rules and Regulations.

2. FACILITIES: The facilities of the condominium are for the exclusive use of unit owners, their guests, and their approved lessees and guests. Any damage to the buildings, recreational facilities or other common elements or equipment caused by any unit owner, their guests and/or their approved lessee(s) or his guest shall be repaired at the expense of the unit owner.

3. NOISE: Unless expressly permitted in writing by the Association, no floor covering shall be installed in the unit other than carpeting, ceramic tile, wood, marble or other floor covering installed by the Developer. If any ceramic tile, marble, wood flooring or other hard surface flooring is installed in a unit such tile, marble wood flooring or other hard surface flooring must be set upon a sound proofing bed approved by the Developer or the Condominium Association.

4. OBSTRUCTIONS: Sidewalks, entrances, driveways, passages, patios, courts, elevators, vestibules, stairways, corridors and halls and all common elements shall be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors in corridors. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of

the condominium, except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window in the condominium without similar approval. No radio or television aerial or antenna shall be attached to, or hung from the exterior of the condominium or the roof thereon. A satellite dish may be placed on the balcony so long as such satellite dish is not visible from the ground or any other unit and is not attached to any part of the building other than the balcony floor.

5. CHILDREN: Children shall not play in the public halls, stairways or lobby, or interfere with the operation of the elevators. Reasonable supervision must be exercised when children are playing on the grounds.

6. DESTRUCTION OF PROPERTY: Neither unit owners, their lessees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the building. Unit owners shall be financially responsible for any such damage.

7. EXTERIOR APPEARANCE: The exterior of the condominium and all other areas appurtenant to the condominium shall not be painted, decorated or modified by any unit owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective material, ventilators, fans or air conditioning devices shall be used in or about the condominium except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. Installation of drapes or curtains visible from the exterior of the unit shall have white, off-white, or black out type liners. All black out liners must be approved by the Association.

8. CLEANLINESS: All garbage and refuse from the condominium shall be deposited with care in garbage chutes and deposited in the containers provided in the trash room on the ground floor intended for such purpose, at such times and in such manner as the Association shall direct. All disposers shall be used in accordance with instructions given to the unit owner by the Association.

9. BALCONIES/TERRACES: Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on the ledges of the balconies or terraces. No objects shall be hung from balconies or terraces, or window sills. No cloth, clothing, rugs or mops shall be hung open or shaken from windows, doors or balconies or terraces. Unit owners shall remove all loose objects or movable objects from the balconies and terraces during the hurricane season. Unit owners shall not throw cigars, cigarettes or any other object from windows, balconies or terraces. Unit owners shall not allow anything to be thrown or to fall from windows, doors, balconies or terraces. No sweepings or other substances shall be permitted to escape to the exterior of the building from the windows, doors, balconies or terraces. No balconies or terraces (or any portion thereon) may be enclosed or screened, without the prior written consent of the Board of Directors of the Association. No balconies or terrace (or portion thereof) shall be carpeted. Balconies and terraces are part of the Common Elements and therefore the Association shall have the right to establish procedures for access to such balconies and terraces for the purpose of maintenance, repair and installation improvements (including washing and replacing windows and the exterior of the building).

10. STORAGE AREAS: Unit owners are responsible to see that nothing is placed in the storage areas which would create a fire hazard, that would be subject to being infested or subject to spoilage.

11. EMERGENCY ENTRY: In case of any emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or any management firm, shall have the right to enter such dwelling for the purpose of remedying or abating the cause of such emergency.

12. BICYCLES: Bicycles must be placed or stored in the designated areas, if any.

13. ATTIRE: Unit owners, their lessees, their families and guests shall not appear in or use the lobby or common rooms except in appropriate attire. No bare feet are allowed in the lobby, elevators and stairways.

14. PLUMBING: Water closets and other plumbing shall not be used for any other purposes than those for which they are constructed, and no sweepings, rubbish, rags or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse of same shall be borne by the unit owner causing the damage.

15. TRASH: Except as maybe required by recycling rules and regulations adopted from time to time with the Board, all refuse, trash and waste, etc., shall be securely wrapped in plastic garbage bags and placed in the trash container(s) in the refuse room located off of the lobby to the Unit. The condominium management company will arrange for the trash to be taken down to the main garbage room on the ground floor.

16. ROOF: Except in accordance with such rules as are accepted by the Association for use of specified areas of the roof from time to time, unit owners, their lessees, their families and guests are not permitted on the roof for any purpose whatsoever. The portion of the terrace located on the roof that is a common element may be used by all Unit Owners, their lessees, guests and assigns between the hours of 7 A.M. and Midnight, and that portion of the roof top that is assigned as a limited common element to a unit may be used by the owners of the unit to which it is assigned, their guests and invitees at any time. Notwithstanding the above, the Association may from time to time limit the use of the common element terrace area for a specified period on any single day to be used by one or more but not all Unit Owners, their lessees, guests or invitees, and charge a fee for such use.

17. SOLICITATION: There shall be no solicitation by any person anywhere in the building for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

18. EMPLOYEES: Employees of the Association and employees of any management firm shall not be sent out of the building by any unit owner, except in the unit owner's capacity as an officer or director of the Association, at any time, for any purpose. No unit owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association and/or any management firm.

19. COMMERCIAL PROHIBITION: Except for use by the Developer, and as allowed by the Declaration of Condominium, no unit may be occupied or used for any commercial or business purpose.

20. COMMON FACILITIES: Unit owners are requested to cooperate with any management firm in the use of common facilities where more than one organized activity is scheduled for the same time.

21. HURRICANE PREPARATIONS: Each unit owner or lessee who plans to be absent from his unit during the hurricane season must prepare his unit prior to departure by:

a. Removing all furniture and plants from his terrace(s) and balcony(ies).

b. Designating a responsible firm or individual to care for his unit during his absence in the event that the unit should suffer hurricane damage and furnish any management firm or other designatee with the name of such firm or individual.

22. GUESTS: Unit owners and lessees shall notify the Association, and if applicable, management firm, in advance by written notice, of the arrival and departure dates of guests who have permission to occupy the unit in the absence of unit owners and lessees. Unit owners and lessees should have such guests check in with the Association upon arrival in order that service can be extended to them in the way of telephone calls coming into the Association's office, incoming mail or any emergency which might arise.

23. GENERAL RULES:

a. Passenger automobiles, sport/utility/cross-over vehicles, pickup trucks, vans and motorcycles (used for personal transportation and not commercially) that do not exceed the size of one parking space may be parked in the areas provided for that purpose. Parking spaces are assigned and no Unit Owner shall park in any other Unit Owner's parking space without such Unit Owner's consent. Commercial vehicles, commercial trucks, campers, motor homes, trailers, boats and boat trailers are prohibited. Bicycles and mopeds shall be parked only in the bike storage areas or as may otherwise be designated by the Association. Vehicle maintenance is not permitted on the Condominium property. All vehicles must be currently licensed and no inoperable vehicles may be kept on condominium property. The Developer shall be exempt from this regulation for vehicles which are engaged in any activity relating to construction, maintenance or marketing of residences, as are commercial vehicles used by vendors of the Association while engaged in work at the Condominium.

b. Recreational facilities and common facilities therein will be used in such a manner as to respect the rights of others, and the Association may regulate duration of use, hours of opening and closing and schedule their use.

c. Except for satellite dishes installed on balconies in accordance with these rules, no exterior radio, television or data reception antenna or any exterior wiring for any purpose may be installed without the written consent of the Board of Directors.

d. All common elements inside and outside the building will be used for their designated purposes only, and nothing belonging to Unit Owners, their family, tenants or guests shall be kept therein or thereon without the approval of the Association, and such areas shall at all times be kept free of obstruction. Unit Owners are financially responsible to the Association for damage to the common elements caused by themselves, their tenants, guests and family members.

24. HOUSEHOLD PETS. Unit owners may not keep in any Unit or bring upon the common elements any animals or pets other than domestic dogs and/or domestic cats which are usually and commonly kept as household pets, are quiet and inoffensive and are not being kept or raised for commercial purposes; provided,

however, that there shall not be kept or permitted in any Unit more than a total of two (2) domestic dogs and domestic cats (i.e. 2 dogs or 2 cats or 1 dog and 1 cat). Further, such permitted household pets shall be subject to the following conditions:

- a. No dogs weighing in excess of 40 lbs shall be permitted.
- b. No pets shall be permitted in the pool area, leashed or unleashed.
- c. Elsewhere on the common elements, pets shall be under hand-held leash or carried at all times.
- d. Messes made by pets must be removed by Unit Owners or handlers immediately.
- e. Pets that are vicious, noisy or otherwise unpleasant will not be permitted in the Condominium. In the event that a pet has become a nuisance or unreasonably disturbing in the opinion of the Board of Directors, written notice shall be given to the owner or other person responsible for the pet and the pet must be removed from the condominium property within three (3) days.
- f. Guests and tenants are not permitted to have pets.
- g. The Board of Directors has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions.

25. TRASH RECYCLING. Disposition of garbage and trash shall be only by use of receptacles approved by the Association or by use of garbage disposal units. Plastic, glass, paper and aluminum shall be disposed in the appropriate recycling receptacle. Newspapers are required to be bundled. Food and vegetable scraps are to be disposed of in the individual residence garbage disposals. Bulky items must be carried down to the trash room on the ground level. Cardboard boxes must be broken down, as required by applicable regulations for recycling, and carried down to the recycling area and placed in the proper recycling bin. No garbage or trash shall be left or placed in hallways or corridors.

26. PASS KEYS. The Association shall retain a pass key to the Units, parking spaces and storage areas, and the Unit Owners shall provide the Association with a new or extra key wherever locks are changed or added for the use of the Association pursuant to its statutory right of access to the Units, parking spaces and storage area. Duplication of Unit Owners' keys to common element facilities is restricted in the interest of security. Such keys shall be duplicated only with the assistance of the Manager. Changing of locks must be done through the Association.

27. CHILDREN. Children shall be under the direct control of a responsible adult. Children under the age of twelve (12) may not use the pool or recreational areas unaccompanied by an adult nor shall they be permitted to run, play tag or act boisterously on the condominium property, nor shall the pool or other recreational areas be utilized after 11:00 P.M. without the prior written approval of the Association. Skateboarding, "Big Wheels", or loud or obnoxious toys are prohibited. Children may be removed from the common areas for misbehavior by or on the instructions of the Association or Manager.

28. NOISE. Loud and disturbing noises are prohibited. All radios, televisions, tape machines, compact disc players, stereos, singing and playing of musical instruments, etc. shall be regulated to sound levels that will not disturb others and if used in the vicinity of the pool shall be used only with earphones. No noise, vocal or instrumental practice which may be heard outside the Unit is permitted after 11:00 p.m. or before 8:00 a.m.

29. FREE STANDING GRILLS. Use of free standing barbecue grills shall only be allowed in areas designated as safe and appropriate by the Association. Free standing grills shall not be used or stored on balconies or terraces.

30. GLASS. No glass of any kind shall be permitted in the pool area. Any liquid refreshments consumed near the pool area shall be in paper or plastic containers.

31. MOVING. Persons moving furniture and other property into and out of Units must notify the Association in advance and use the designated access door into the condominium. All such moving must be performed Mondays through Fridays between the hours of 8:00 a.m. and 5:00 p.m. Moving vans and trucks used for this purpose shall use the designated loading/unloading area and shall only remain on condominium property when actually in use.

32. REPAIR/DECORATING/REMODELING. Except in cases of emergency, repair, construction, decorating or re-modeling work shall only be performed Mondays through Fridays between the hours of 8:00 a.m. and 5:00 p.m. and the rules for decorators and subcontractors set forth herein must be complied with.

33. HURRICANE GLASS/FILM. The Board of Directors shall adopt specifications for the laminated glass or window film for all exterior windows and exterior sliding glass doors to condominium unit. Condominium Unit exterior windows and exterior sliding glass doors are laminated glass and have been designed and installed to meet or exceed the wind load and wind-borne debris impact standards of the applicable building code for hurricane protection. For this reason and for the purpose of preserving the aesthetic appearance of the building, hurricane shutters shall not be installed on any windows or sliding glass doors in the condominium residences. If such windows or sliding glass doors in the condominium unit are replaced, they must be replaced with laminated glass equal to or exceeding the specifications of the original glass and which comply with the applicable building code.

34. BALCONIES, TERRACES CLEANING. Water, dirt, debris or dust may not be swept or thrown over the balcony, terrace or from windows. When cleaning balcony and terrace floors or watering plants, plug the scupper holes with rags or other material to prevent the flow of dirty water from falling on the other balconies and terraces. Be sure to remove the plugs when floor is dry to allow the free flow of rainwater.

35. SKATEBOARDS, ETC. PROHIBITED. Use of skateboards, roller blades or the like is never permitted inside the building or around the pool area.

36. POOL/SPA USE. For health purposes, all incontinent persons are prohibited from using the pool and spa.

37. BARE/WET FEET; COVERUP. Bare feet or dripping bathing suits are NEVER permitted in the lobby, corridors or elevators. Please wear a cover-up and footwear when entering or exiting the building (a towel is not an acceptable cover-up). In addition, rinse footwear before entering the building from the pool area.

38. RULES FOR DECORATORS, CONTRACTORS AND SUB-CONTRACTORS.

a. The Unit Owner must pre-register with the Association giving it the name, address, telephone number and fax number of the Unit Owner's representative who will be overseeing the work being done in the unit whether it be the interior decorator, the general contractor or the Unit Owner.

b. Prior to commencing work, the Unit Owner's representative must submit to the Association, a list of names, addresses and telephone numbers of all sub-contractors who will be working in the Unit, together with a schedule for their work.

c. The Association will coordinate with the Unit Owner's representative the issuance of temporary passes for access for decorators and contractors into the Condominium.

d. Work hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

e. The contractor and all sub-contractors must have all licenses required by the City of Sarasota and the County of Sarasota and other applicable governmental authorities and submit proof of same for the Association's file.

f. Prior to authorization for access, the contractors and sub-contractors must produce from their insurance carrier a Certificate of Insurance of general liability of no less than \$250,000 per occurrence and no less than \$500,000 aggregate, and provide proof of Worker's Compensation coverage for the Association's file.

g. After unloading, workers must park their vehicles in the parking space of the Unit Owner or other areas specified by the Association.

h. Work Preparations will not be allowed in the common areas, i.e. mixing of paints, mud, grout, etc.

i. All trash and debris shall be hauled off by the workers on a daily basis unless a dumpster is specifically designated for their use.

j. Grout, paint, wall mud or any other material may not be poured down building drains, sinks, toilets or bathtubs. Check with the Association for location of cleaning area.

k. Sub-contractors are not to use carts owned by the Association.

l. Breaks and lunches, if taken inside the building, should be confined to the owner's Unit.

m. No radios will be allowed in the building unless used with headphones.

n. Access to the individual condominium Units must be coordinated through the Owner, decorator or other designee.

o. Do not tamper with or hang extension cords from any of the sprinkler heads.

p. Unit smoke alarms are to be left in place. They are to be properly protected during the interior finish work that generates heavy airborne particles, i.e. sanding and painting.

q. Workers are not to wander around in areas other than the specific area or Unit where they are working.

r. Each Unit Owner who elects to install in any portion of his Unit hard surface flooring materials (i.e., granite, tile, marble, wood) shall first be required to install an approved sound underlayment material of such kind and quality equivalent or superior to 1/4 inch of cork and perimeter sound isolation material installed in accordance with the procedures as generally provided below. Each Unit Owner is required to submit for approval to the Board of Directors or its representative for proposed hard surface floor underlayment material. Written approval for the proposed materials is required prior to installation of hard surface flooring, and then the installed soundproofing must be inspected and approved prior to installation of the hard flooring. Installation shall be in accordance with procedures established by the Board of Directors from time to time.

s. Each Unit Owner is responsible for his or her decorator's contractor's and sub-contractor's actions and inactions while on the Unit and in the Condominium. Decorators, contractors, and subcontractors are on the Condominium Property at their own risk and agree to indemnify and hold harmless the Association for any liability or damages which might arise in connection with their activities on the Condominium Property or in the Unit.

t. Should a decorator, contractor or sub-contractor discover a defect in a Unit, they must notify the Association immediately so the defect may be verified and corrected prior to doing any work which might be impacted by the defect.

u. Smoking, while discouraged, will only be allowed in the individual Units with the Owner's permission.

v. Activities will be monitored during the day. Non-compliance may result in the decorator, contractor or subcontractor being barred from the building.

w. There shall not be any chipping, cutting or drilling into or through the building structure, perimeter walls or slabs for any reason unless prior written approval is obtained from the Association.

39. RULES FOR OWNER PARTICIPATION IN BOARD OF DIRECTORS MEETINGS, A BUDGET COMMITTEE MEETING AND A MEETING OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD; LIMITATION ON ASSOCIATION'S OBLIGATION TO RESPOND TO WRITTEN INQUIRIES; AND OF THE LOCATION FOR POSTING NOTICES OF MEETINGS.

a. THE RIGHT TO SPEAK:

1. To the maximum extent practical, the posted Board meeting agenda for each meeting shall list the substance of the matters and actions to be considered by the Board.

2. Roberts Rules of Order (latest edition) shall govern the conduct of the Association meeting when not in conflict with the Declaration of Condominium, the Articles of Incorporation, the By-laws or the Condominium Act.

3. After each motion is made and seconded by the Board members the meeting Chairperson will permit owner participation regarding the motion on the floor, which time may be limited depending on the complexity and effect on the Association.

4. Owner participation may be prohibited after reports of officers or committees unless a motion is made to act upon the report, or the Chairperson determines that it is appropriate or is in the best interest of the Association.

5. An owner wishing to speak must first raise his or her hand and wait to be recognized by the Chairperson.

6. While an owner is speaking he or she must address only the Chairperson. No one is permitted to speak at the same time.

7. An owner may speak only once for not more than five (5) minutes and only on the subject or motion on the floor.

8. The Chairperson may, by asking if there by any objection and hearing none, permit an owner to speak for longer than five (5) minutes, or to speak more than once on the same subject. The objection, if any, may be that of a Board member only and if there is an objection then the question will be decided by a vote of the Board.

9. The Chairperson will have the sole authority and responsibility to see to it that all owner participation is relevant to the subject or motion on the floor.

b. THE RIGHT TO VIDEO OR AUDIOTAPE:

1. The audio and video equipment and devices which Unit Owners are authorized to utilize at any such meeting must not produce distracting sound or light emissions.

2. Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting in a location that is acceptable to the Board or the Committee.

3. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

4. At least twenty-four (24) hours advance written notice shall be given to the Board of Directors by any owner desiring to utilize any audio and/or video equipment to record a meeting.

c. LIMITATION ON THE ASSOCIATION'S OBLIGATION TO RESPOND TO WRITTEN INQUIRIES.

The Association shall not be obligated to respond to more than one written inquiry from a unit owner filed by certified mail in any given thirty (30) day period. In such case, any additional inquiry or inquiries must be responded to in the subsequent thirty (30) day period or periods.

The foregoing Rules and Regulations are subject to amendment as provided in the Declaration of Condominium of the ONE88, the Articles of Incorporation and the Bylaws of the Association.

40. Pursuant to Section 718.113(4), Florida Statutes, any unit owner may display one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful way portable, removable official flags, not larger than 4-1/2 feet by 6 feet, that represent the United States Army, Navy Air Force, Marine Corps or Coast Guard, regardless of any declaration rules or requirements dealing with flags.

The foregoing Rules and Regulations are designed to make living for all unit owners pleasant and comfortable. The restrictions imposed are for the mutual benefit of all. Violations of these Rules are to be reported to the Association who will call the matter to the attention of the violating unit owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the appropriate committee for subsequent judgment by the Board of Directors.

ONE88 CONDOMINIUM ASSOCIATION, INC., a
Florida not for profit corporation

By: 
Print Name: Domenic Zita
Title: President

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ONE88

Project Outline

Objectives:

1. Complete minor changes to the existing mooring piling layout at the ONE88 dock.
2. Provide approved, boat lift specifications and types for future installation by ONE88 residents.

Mooring Piling layout revision:

- Remove (7) seven mooring pilings per the attached drawing

Boat Lift Specifications and types:

- **General notes:**
 - The ONE88 residents are to follow these specifications but may substitute the specified product with an equal or better product. The equal or better product determination shall be made by the HOA board and is binding on the resident.
 - The attached Custom Dock & Davit, Inc. proposals are for reference and to establish the design specification and lift selection. Custom Dock & Davit is the preferred Contractor for these services, constructed the existing ONE88 dock and is highly qualified for the scope of work.
 - The scopes of work described within this document are subject the approval of The Board of Trustees of the Internal Improvement Trust of the State of Florida (The Florida Board). None of this work can proceed without the final approval from The Florida Board and the final approval of the ONE88 Home Owner's Association.
 - The entire cost for installation, maintenance, repairs or replacement of all or part of the owner's lift, and that if the boat lift becomes unsafe or inoperable, the unit owner will repair, replace or remove the lift at the unit owner's expense within 45 days of the ONE88 HOA notifying the unit owner of the lift's condition.
 - The Unit Owner is responsible to place liability insurance on the lift naming the ONE88 Home Owner's Association as an additional insured by endorsement. The Unit Owner is responsible to pay this general liability insurance premium directly.
 - The electrical utility cost operate the lifts will be included in the ONE88 HOA budget and is not considered large enough to separate from the general budget.
- **Boat Lift A – This lift is designed for slips #1 & #2:**
 - IMM Platinum Series 20,000 lb. capacity 6061-T6 alloy aluminum and stainless steel elevator lift with fully enclosed double worm gear direct drive, grooved spool aluminum cable followers and a weld-less interlocking cradle assembly on two 12" diameter 2.5 CCA marine grade lift pilings. Lift pilings are to be cross braced to the existing dock.

Operation by a single two motor remote control with auto stops function and transmitter. Custom fitted 16' vinyl covered Aluminum cradle to accommodate a standard V-hull boat is to be included. Additionally an 8' x 10' boarding platform constructed of materials matching the existing dock is to be included. The new lift pilings are to be clad with 30' x 48" 60 mil hi-density polyethylene and attached with stainless steel fasteners. The maximum height for this lift is 9'-0" above Mean High Water.

- **Electrical requirements:**
 - One – 30 AMP at 115 volts or 20 amps at 220 volts AC, note ONE88 has conduit runs supplied from the main building to the front step at the dock. The electrician is to utilize these conduits to supply power the lift being installed.
- **Estimated cost:**
 - Cost of lift only (electrical not included) as of July 11, 2016 is \$21,990

- **Boat Lift B – This lift is designed for slips #3, 4,5,6,7 & #8:**
 - IMM Platinum Series 10,000 lb. capacity 6061-T6 alloy aluminum and stainless steel low-profile lift with fully enclosed double worm gear direct drive, grooved spool aluminum cable followers on two 10" diameter 2.5 CCA marine grade lift pilings. Operation by a single two motor remote control with auto stops function and transmitter. Custom fitted 12' vinyl covered Aluminum cradle to accommodate a standard V-hull boat is to be included. The new lift pilings are to be clad with 30' x 48" 60 mil hi-density polyethylene and attached with stainless steel fasteners. The maximum height for this lift is 7'-0" above Mean High Water.
 - **Electrical requirements:**
 - One – 30 AMP at 115 volts or 20 amps at 220 volts AC, note ONE88 has conduit runs supplied from the main building to the front step at the dock. The electrician is to utilize these conduits to supply power the lift being installed.
 - **Estimated cost:**
 - Cost of lift cost for lift only (electrical work is not included) as of July 11, 2016 is \$11,985

AS-BUILT SURVEY

Section 24, Township 36 South, Range 17 East, Sarasota County, Florida

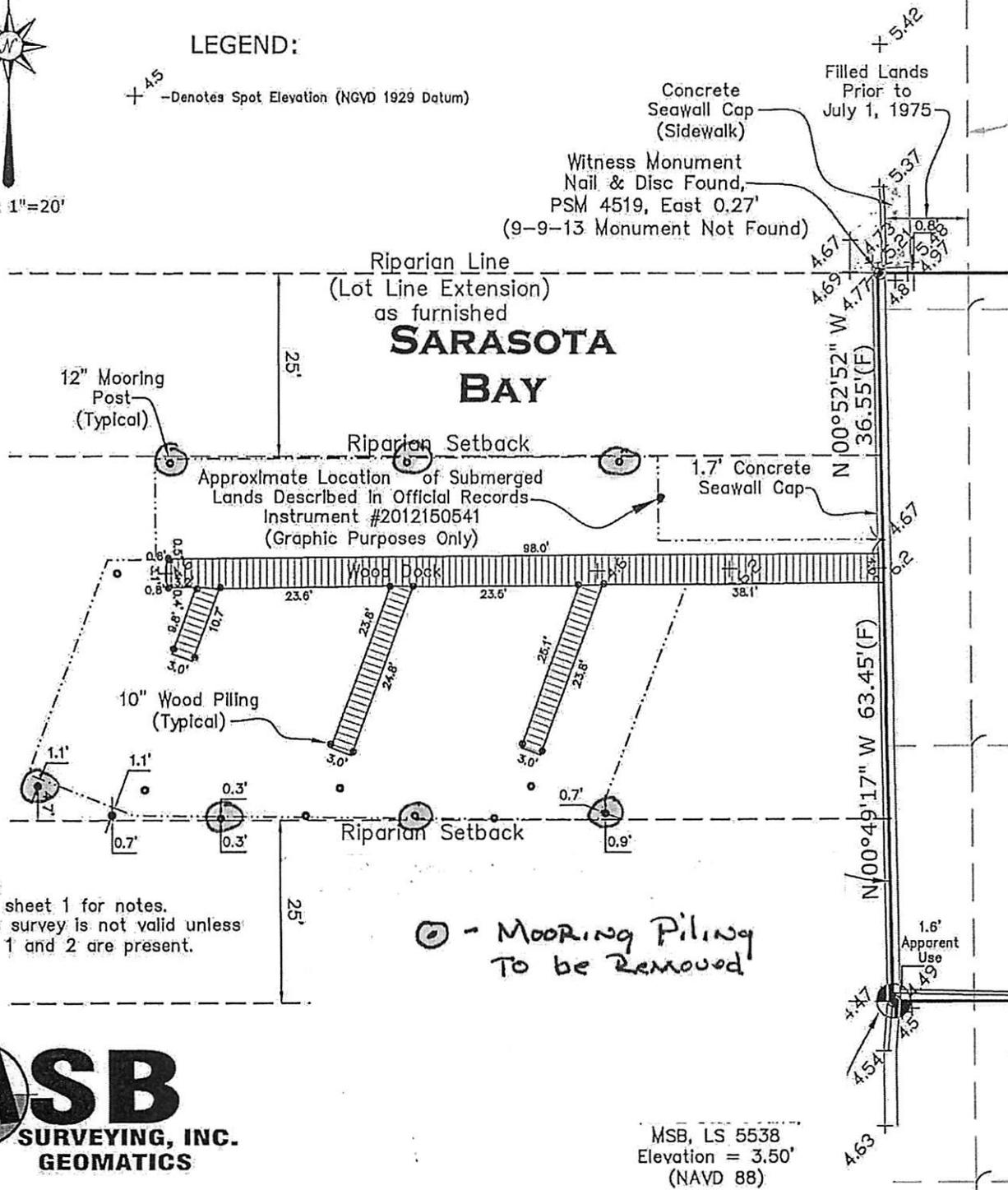
Addresses: 182 Golden Gate Point



Scale: 1"=20'

LEGEND:

+ 4.5 - Denotes Spot Elevation (NGVD 1929 Datum)



NOTES:

1. See sheet 1 for notes.
2. This survey is not valid unless page's 1 and 2 are present.



MSB, LS 5538
Elevation = 3.50'
(NAVD 88)

Revision: Added Mooring Post, 10-20-2014, RRG
Revision: Corrected Note 6, 10-13-2014, RRG

CERTIFICATE OF AUTHORIZATION NO. L.B. 7044
960 LENA LANE
SARASOTA, FLORIDA 34240
PHONE NO.: (941) 341-9935

DATE OF SURVEY: September 19, 2014 JOB NUMBER: 110804A



Proposal
July 8, 2016

Vandyk Group of companies
One Sarasota Tower
2 N. Tamiami Trail Ste. 102
Sarasota, Fl. 34236

NOTE:

THIS SCOPE OF WORK IS SUBJECT TO AND CAN ONLY BE COMPLETED WITH THE APPROVAL OF THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST OF THE STATE OF FLORIDA

Re: 188 golden Gate Point

For the sum of \$950.00 (nine hundred fifty dollars), we shall furnish labor and materials to perform the following:

- a) mobilize to site
- b) extract and haul off site seven wood mooring piling

Note: This proposal only honored with execution of a boat lift contract as proposed by Custom Dock & Davit Inc.

The following options/upgrades shall be installed upon your request. If you decide to add any listed options to this contract, please circle the option number and initial beside it as authorization:

- 1) In lieu of hauling off the existing piling. We shall waive the \$950.00 removal fee and relocate piling for use in the proposed boat lifts. We will deduct an additional \$100.00 per piling as applicable.
(for a \$200.00 savings per lift piling)

This proposal is contingent upon Custom Dock & Davit, Inc. gaining sufficient access to the job site for the aforementioned work.

All dock piles shall be installed to minimum penetration of 6 feet and boatlift and mooring piles to 8 feet or to impassable rock. In the event impassable rock is found at shallower levels, rock punching of the piling shall be performed at the rate of \$250.00 each.

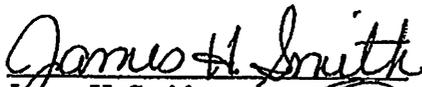
For your protection, we meet all State and local licensing requirements. We are insured against liability, property damage and all workers' injury claims by both the State of Florida and the Federal Government. See attachment for additional policy information.

Licensed Professional Marine Contractors
P.O. Box 21149 • Sarasota, Florida 34276 • (941) 923-1522

All workmanship and materials will be guaranteed to equal or exceed industry standards. Upon completion, all excess materials and debris will be removed and the site will be left in a clean condition. It is our sincere intention to perform this work in a manner that causes the least inconvenience to you and your guests.

A partial payment of 20% of the contract price is to be paid upon the signing and submitting of this proposal. Payment in full is to be received *upon completion of construction*. We will honor this proposal for a period of thirty days, and it will become a binding contract with your signature. Your signature will authorize Custom Dock & Davit, Inc. to serve as your representative in any required permitting procedures.

This work will commence within 35 to 60 working days after our receipt of a signed contract (and authorized permit, if required) unless a different date has been discussed.



James H. Smith
Senior Sales Representative
Custom Dock & Davit, Inc.
License #A1087

Authorized Agent or
Property Owner
Date of Execution _____

JHS/lc

We invite you to visit our web site @ www.customdockdavit.com.



LIFT "B"

Proposal
July 8, 2016

Vandyk Group of Companies
One Sarasota Tower
2 N. Tamiami Trail Ste. 102
Sarasota FL. 34236

Re: 188 golden Gate Point
Boat Lift project

NOTE:

THIS SCOPE OF WORK IS SUBJECT TO AND CAN ONLY BE COMPLETED WITH THE APPROVAL OF THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST OF THE STATE OF FLORIDA

Maximum Height Above Mean High Water 7'-0"

For the sum of \$11,985.00 (eleven thousand nine hundred eighty-five dollars), we shall furnish labor and materials to perform the following:

- a) provide city of Sarasota permit and fee
- b) mobilize to site
- c) supply and install one IMM Platinum Series 10,000 lb. capacity 6061-T6 aluminum and stainless steel low-profile lift with fully enclosed double worm gear direct drive and grooved spool aluminum cable followers on four 10" diameter 2.5 CCA marine lift piling (includes two aluminum top beam covers)
- d) supply and install one two motor remote control with auto stop and transmitter
- e) supply and install a custom fitted 12' vinyl covered aluminum cradle to accommodate a standard V-hull boat
- f) supply and install four black 30"X48" 60 mil. hi-density polyethylene piling shields using stainless steel ringshank nails 3" on center (These shields prevent marine wood borer infestation of the piling which can destroy their structural integrity in less than 5 years.)

The following options/upgrades shall be installed upon your request. If you decide to add any listed options to this contract, please circle the option number and initial beside it as authorization:

- 1) supply and install one 12"X18' elevated aluminum catwalk parallel to the vessel to allow access to the boat hull for maintenance and cleaning (the additional cost will be \$835.00)

Licensed Professional Marine Contractors
P.O. Box 21149 • Sarasota, Florida 34276 • (941) 923-1522

This proposal is contingent upon Custom Dock & Davit, Inc. gaining sufficient access to the job site for the aforementioned work.

This proposal is contingent upon Custom Dock & Davit, Inc. obtaining all required permits prior to the start of construction. If you are affected by by-laws or restrictions of any local associations, it will be your responsibility to inform us of such details prior to the permitting process. This proposal includes permit fees, does not include engineering or survey fees, if required.

All dock piles shall be installed to minimum penetration of 6 feet and boatlift and mooring piles to 8 feet or to impassable rock. In the event impassable rock is found at shallower levels, rock punching of the piling shall be performed at the rate of \$250.00 each.

This proposal includes the electrical wiring between the motors, switches and control panel of the boatlift and from existing dock mounted electrical source to switches.

It does not include any electrical work necessary to provide adequate electrical power from other locations to the boatlift. (Customer must provide the electrical connection to the boatlift control panel or, when appropriate, provide an electrical receptacle within 6 feet of the control panel.)

Power requirements will be 30 amps at 115 volts or 20 amps at 220 volts AC. A licensed electrician should be consulted to insure proper voltage requirements and wire size.

Note: 16,000 lb. capacity lifts and up require 20 amp service.

Electrical quotes to be provided by McGuire Electric. Tom McGuire will contact you in order to gain access to the dock for evaluation. Then provide proper quote for required electric to boat lift.

Unless specified otherwise, the elevation of your boat lift will be 24" above existing dock elevation

Warranty information:

The proposed lift(s) carry a 10-year structural warranty (top beams, cradle beams, aluminum bunks) and 2-year parts and labor warranty on remaining components.

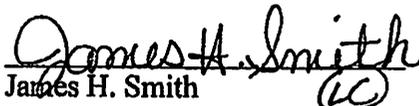
Note: Warranties do not cover damages resulting from misuse, neglect, wood bore infestation (pilings), natural weathering or adverse weather conditions (Acts of God). Warranties are not transferable.

For your protection, we meet all State and local licensing requirements. We are insured against liability, property damage and all workers' injury claims by both the State of Florida and the Federal Government. See attachment for additional policy information.

All workmanship and materials will be guaranteed to equal or exceed industry standards. Upon completion, all excess materials and debris will be removed and the site will be left in a clean condition. It is our sincere intention to perform this work in a manner that causes the least inconvenience to you and your guests.

A partial payment of 20% of the contract price is to be paid upon the signing and submitting of this proposal. Payment in full is to be received *upon completion of construction*. We will honor this proposal for a period of thirty days, and it will become a binding contract with your signature. Your signature will authorize Custom Dock & Davit, Inc. to serve as your representative in any required permitting procedures.

This work will commence within 35 to 60 working days after our receipt of a signed contract (and authorized permit, if required) unless a different date has been discussed.


James H. Smith
Senior Sales Representative
Custom Dock & Davit, Inc.
License #A1087

Authorized Agent or
Property Owner
Date of Execution _____

JHS/lc

We invite you to visit our web site @ www.customdockdavit.com.



Thank you for allowing Custom Dock & Davit, Inc. the opportunity to offer you a bid for your waterfront property project.

We are a family owned and operated full service marine construction company operating on the west coast of Florida since 1980. With over thirty years of quality service and workmanship, we have developed an outstanding reputation for our professionalism. In addition, we abide by all State and Federal Laws providing all required insurance coverage for our staff and customers.

Custom Dock & Davit, Inc. provides State Workers' Compensation, Federal United States Longshoreman and Harbor Workers' Insurance (USL&H) and Federal Jones Act coverage. Maritime work requires additional coverage when performing work at, on or near the water and in navigable waterways. State of Florida workers' compensation insurance does not provide ANY coverage in these areas. These coverages are not only required by law, but they protect YOU, the homeowner, from potential responsibility if a worker is injured on your property.

To complete maritime coverage, the Federal government requires Jones Act Insurance for the crew of a vessel in a navigable waterway. Typically, the need for this coverage is when work is being performed on a barge in navigable water.

Protect yourself! Ask to see a "Certificate of Insurance" with USL&H and Jones Act coverage before you allow ANY work on your waterfront property. Without this coverage, you may be held personally responsible. Having a building permit does not guarantee proper insurance coverage.

This information is very important for you to know and understand. A proof of insurance certificate is available upon request. Should you have any questions or concerns, please call our office, and we shall be happy to discuss them with you.



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P.O. Box 21149 • Sarasota, Florida 34276 • (941) 923-1522



Proposal
July 8, 2016

Vandyk Group of companies
One Sarasota Tower
2 N. Tamiami Trail Ste. 102
Sarasota, FL. 34236

Re: 188 golden Gate Point
Boat Lift project

NOTE:

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Maximum Height Above Mean High Water 9'-0"

For the sum of \$21,990.00 (twenty one thousand nine hundred ninety dollars), we shall furnish labor and materials to perform the following:

- a) provide city of Sarasota permit and fee
- b) mobilize to site
- c) supply and install one IMM Platinum Series 20,000 lb. capacity 6061-T6 alloy aluminum and stainless steel elevator lift with **fully enclosed double worm gear direct drive, grooved spool aluminum cable followers and a weld-less interlocking cradle assembly on two 12" diameter 2.5 CCA marine grade lift piling**
- d) cross brace proposed piling to existing dock
- e) supply and install one two motor remote control with **auto stop and transmitter**
- f) supply and install a custom fitted 16' vinyl covered aluminum cradle to accommodate a standard V-hull boat
- g) construct a 18"x10' boarding platform using composite decking matching existing dock decking
- h) supply and install **two black 30"x48" 60 mil. hi-density polyethylene piling shields using stainless steel ringshank nails 3" on center (These shields prevent marine wood borer infestation of the piling which can destroy their structural integrity in less than 5 years.)**

This proposal is contingent upon Custom Dock & Davit, Inc. gaining sufficient access to the job site for the aforementioned work.

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All dock piles shall be installed to minimum penetration of 6 feet and boatlift and mooring piles to 8 feet or to impassable rock. In the event impassable rock is found at shallower levels, rock punching of the piling shall be performed at the rate of \$250.00 each.

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Unless specified otherwise, the elevation of your boat lift will be 24" above existing dock elevation

Warranty information:

The proposed lift(s) carry a 10-year structural warranty (top beams, cradle beams, aluminum bunks) and 2-year parts and labor warranty on remaining components.

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This work will commence within 35 to 60 working days after our receipt of a signed contract (and authorized permit, if required) unless a different date has been discussed.


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Date of Execution _____

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