

**AMBERLY VILLAGE CONDOMINIUM ASSOCIATION, INC.**

c/o PMP of SW FL, Inc.  
75 Vineyards Blvd. Third Floor  
Naples, FL 34119

Phone: (239) 353-1992 Fax: (239) 353-1909 email: [dena@pmpofswfl.com](mailto:dena@pmpofswfl.com)

**APPLICATION FOR LEASE**

Date: \_\_\_\_\_ Date Received: \_\_\_\_\_

**Property we wish to lease in AMBERLY VILLAGE CONDOMINIUM ASSOCIATION:**

Name of Owner: \_\_\_\_\_

Unit Address: \_\_\_\_\_

Date of Lease: FROM: \_\_\_\_\_ TO: \_\_\_\_\_  
(Minimum rental of thirty days – Maximum rental of one year)

**PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION:**

Full Name of Applicant: \_\_\_\_\_

Full Name of Spouse: \_\_\_\_\_

Present Address: \_\_\_\_\_

Phone: (home) \_\_\_\_\_ (work) \_\_\_\_\_

Auto: Make: \_\_\_\_\_ Model: \_\_\_\_\_ Plate # \_\_\_\_\_

Please state the name, relationship and age of all other persons who will be occupying the unit regularly.

Name	Relationship	Age
_____	_____	_____
_____	_____	_____

**REFERENCES:** *We must have complete addresses.*

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
City/State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
City/State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Person to be notified in case of an emergency: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Rental Agent/Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Amberly Village Condominium Association reserves the right to refuse any applicant for just cause. Occupancy shall NOT take place before the Board of Directors has approved a completed application.

**I/We, the undersigned, tenants of property indicated above in Amberly Village, do hereby agree to be bound by the Declaration of Protective Covenants, Conditions and Restrictions, By-Laws, Articles of Incorporation and Rules of Amberly Village Condominium Association.**

I/We understand and agree that the Association, in the event it approves an application, is authorized to act as the owner's agent, with full power and authority to take whatever action may be required, including eviction, to prevent violations by lessees and their guests, of provisions of the Documents and the Rules and Regulations of the Association.

Enclosed is a NONREFUNDABLE \$100.00 check with this application and an executed copy of the lease. (Make the check payable to Amberly Village Condominium Association.)

***NO APPLICATION WILL BE APPROVED UNLESS COMPLETELY FILLED OUT***

**SOME IMPORTANT RULES & REGULATIONS:**

1. ***NO PETS OF ANY KIND ARE ALLOWED BY TENANTS OR GUESTS.***
2. *Parking allowed in designated areas only.*
3. *No boats, trailers of any kind, camper, mobile homes, motor homes or disabled vehicles shall be parked or stored in Andover Square.*
4. *No motorcycles, motor scooters, motorized bicycles, mopeds or like vehicles shall be allowed on any Amberly property.*
5. *The posted pool and spa rules are strictly enforced for the health and safety of all.*

***Note: Tenants should contact Royal Wood Master Association (239) 774-2213 to arrange for the transfer of golf privileges.***

I/We have received a copy of Amberly's Rules and Regulations and agree to abide by them.

APPLICANT: \_\_\_\_\_ APPLICANT: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*

[ ] APPROVED [ ] DISAPPROVED

\_\_\_\_\_  
DIRECTOR'S SIGNATURE

\_\_\_\_\_  
DATE

## **WELCOME TO PARADISE**

**The Board of Directors of the Amberly Village Association cordially welcomes you to our community. As an owner you are automatically a member of the Amberly Village Association and the Royal Wood Master Association. Being an owner, you have certain rights as well as responsibilities which are important for you to know and understand. As a tenant, you are held to the same standards as an owner. While the Amberly Village Association has its own set of operational documents, the Royal Wood Master Association dictates many of the rules by which the entire Royal Wood community must follow.**

**The Amberly Village Declaration of Condominium, Articles of Incorporation and By Laws are legal documents that have been accepted by the Amberly owners and contain critical information regarding daily and long term rights and responsibilities. They are a MUST READ and can be found on the Amberly Village website [www.amberlyvillagenaples.com](http://www.amberlyvillagenaples.com) (click on the documents tab).**

**These Rules and Regulations are provided to supplement the legal documents and enhance your experience as an owner or tenant. Condo living is unique and guidelines must be established to maintain a pleasant and harmonious atmosphere.**

**If you have any questions about the contents of all of the documents, the names and phone numbers of the Amberly Board of Directors and the Amberly Representative to the Royal Wood Master Board, as well as the name and contact number for our management company are posted on all of the bulletin boards above the mailboxes.**

**All Amberly owners are encouraged to attend at our monthly board meetings, which will be posted on the bulletin boards. Our many social functions are open to all Amberly residents and will also be posted on the bulletin boards.**

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**Welcome to Amberly Village!**

**Amberly Village Board of Directors**

**November 2013**

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## **Amberly Village Rules and Regulations**

### **1 Use Restrictions.**

These Rules and Regulations have been adopted by the Board of Directors of the Association to ensure all unit owners, their guests, and lessees the quiet enjoyment of the common areas, as well as the quiet enjoyment of each unit.

#### **1.1 Residential purposes only.**

All units shall be used for residential purposes only. Owners shall respect the rights of other unit owners to quiet enjoyment of their unit. To such end, no owner, guest or lessee shall permit loud or disturbing noises within the unit, and shall not play any sound equipment (e.g., radio, TV, musical instrument, etc.) so as to be heard outside of the unit between the hours of 10:00 P.M. and 8:00 A.M. At all other times the volume of such equipment shall be maintained at a reasonable level which shall not disturb neighbors.

#### **1.2 Building appearance and maintenance.**

1.2.1 No sign, advertisement, notice or similar material shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of the units, bulletin boards, limited common elements or common elements by any unit owner, occupant or other persons without prior written approval from the Board of Directors or designated party approved by the Board.

1.2.2 "Open House" signs are permitted on Saturdays and Sundays between 1:00 P.M. and 5 P.M. when the condo has someone in attendance. For Sale signs are not permitted at any time for any property.

1.2.3 No flammable, combustible or explosive fluid, chemical or substance shall be kept in any unit or common element, except those necessary or suited for normal household use.

1.2.4 Unit owners, residents, their families, guests, servants, employees, agents or visitors shall not at any time or for any reason whatsoever enter upon the roofs of the buildings.

1.2.5 No garbage cans, supplies, containers or other articles shall be placed in or on the walkways, hallways, entry ways and balconies, nor shall any linens, towels, cloths, rugs, clothing, curtains, mops or laundry of any kind or other articles be shaken or hung from any of the windows, doors, walkways, balconies or entry ways or exposed on any part of the limited common elements or the common elements; and the limited common elements and the common elements shall be kept free and clear of refuse, debris and other unsightly material.

1.2.6 No unit owner shall allow anything whatsoever to fall from the windows, walkways, balconies, entry ways or doors of the premises, nor shall he sweep or throw from his unit any dirt

or other substance outside of his unit or on the limited common elements or common elements of the condominium.

1.2.7 Open flame cooking or barbecuing is permitted with the use of the designated Amberly Village grill.

1.2.8 All exterior lighting shall be accomplished in accordance with a lighting plan approved by the Amberly Village Board of Directors and the Royalwood Architectural Review Committee (ARC).

1.2.9 No notices are to be put on the mail box bulletin board without prior approval of the Board of Directors or person appointed by the Board and must be removed by the responsible party upon expiration of same or as directed by the Board.

### **1.3 Parking**

1.3.1 No commercial vehicle of any kind shall be parked in Amberly Village for a period of more than six (6) hours per day, unless such vehicle is necessary in the actual maintenance or maintenance of public utilities. The parking of trucks no larger than pick-up trucks and vans will be permitted if the following requirements are met:

1.3.2 Owner's vehicle will be used for personal, non-business use only. Owner's vehicle with any commercial signage is not permitted.

1.3.3 All vans must have windows on both side panels and seating capacity throughout.

1.3.4 No tools, equipment, merchandise, materials or supplies may be kept or stored in the van or pick-up truck.

1.3.5 No boat, trailers of any kind, camper, mobile home, motor home or disabled vehicle shall be permitted to be parked or stored in Amberly Village.

1.3.6 No vehicles shall be parked anywhere but on paved areas intended for that purpose. Parking in roadways, on lawns or landscape areas is prohibited.

1.3.7 No motorcycles, motor scooters, motorized bicycles, mopeds or other like vehicles shall be allowed on any Amberly property.

1.3.8 Each owner is permitted to keep only two motor vehicles in the Amberly Complex. However, owners who have or want a third vehicle registered at their Amberly address must show good cause and obtain written approval from the Board of Directors.

1.3.9 No repairs or maintenance of vehicles other than washing or cleaning, and emergency repairs may be performed on Amberly Village property.

**1.4 Use of recreational facilities.** Use of the recreational facilities of the common areas by owners, their guests or lessees shall be in a manner respectful of the rights of others. Use of the recreational facilities is not permitted between the hours of 10:00 P.M. and 8:00 A.M., except by special permission granted by the Board of Directors in writing.

**1.5 Use of pool and spa.**

**1.5.1** The Association does not provide life guards. Therefore, each person who uses the pool does so at their own risk. All users should refrain from behavior that endangers or interferes with other's enjoyment of the facility. Diving in the pool is not permitted and the spa shall not be used by children under the age of 12 years, women who are pregnant, or any other person whose health may be negatively affected thereby. Smoking shall not be permitted within the fenced area at the pool or spa. Bathing suits are not permitted anywhere except in the pool and spa area. Diapered children must use the wading pool only, unless wearing special swim diapers.

**1.5.2** Cell phone use is not permitted inside the enclosed pool area, unless permission is granted by the Board of Directors.

**1.5.3** No food is allowed inside the enclosed pool and spa area unless permission is granted by the Board of Directors. Food of small quantities may be consumed at umbrella tables and underneath the cabana at the south end of the pool. Glass containers of any type are prohibited and all refuse must be removed or placed in the appropriate garbage containers.

**1.5.4** The spa is a therapeutic bath. Swimming, jumping, toys, oils and lotions are prohibited in the spa. Spa's elevate a child's blood pressure rapidly and is considered a health risk.

**1.5.5** All users must shower before entering the pool or spa. Please do not use soap as it tends to create "suds" in the spa and pool.

**1.5.6** Suntan lotion is permitted; oils are prohibited in the pool area.

**1.5.7** People who are incontinent are not permitted in the pool or spa.

**1.5.8** Radios, tape players, etc. are limited to ear phone type reception. The only exception is for special functions, which are approved by the Ambery Board of Directors.

**1.5.9** Chairs and lounges are not to be removed from the pool area. When using chairs or lounges at the pool please return to an orderly fashion along the fence line.

**1.5.10** When using chairs and lounges, please cover with a beach towel.

**1.5.11** Pool furniture may not be reserved by placing personal items on tables, chairs and lounges while users are absent from the pool and spa area.

**1.5.12** No running, jumping, horseplay, ball playing, "Marco Polo," throwing Frisbees or other activity is



permitted in the pool and spa area.

1.5.13 No rocks, money, toys or hard objects are to be thrown in the pool or spa.

1.5.14 Persons with open cuts, sores, colds or contagious illnesses, etc. are not permitted in the pool or spa.

1.5.15 Any Board Director or owner may request compliance with the above pool rules.

## **1.6 Use of equipment.**

All owners, guests and lessees shall return all equipment including, but not limited to, chairs, tables and umbrellas to their original location following use. All equipment shall be used only for its intended use and all owners shall be liable to the Association for any damage caused to the equipment by themselves, their guests and lessees.

## **1.7 Pets.**

Owners may keep one (1) domesticated pet weighing no more than twenty (20) pounds. The Board may grant a variance of the size limitation to accommodate unit owners with disabilities that are assisted by service animals. Lessees are not permitted to have pets. Guests may only keep one (1) domesticated pet weighing no more than twenty (20) pounds if the owner is in residence during the full length of the guest's and pet's stay in the community. Pet owners shall pick up pet waste and dispose of it in a trash receptacle. Pet owners and the owners of units in which they are kept shall prevent the pet from becoming a nuisance to others by noise, aggressive behavior, or any other pet activity that may be disturbing to residents in the community. The Board may order the removal of a pet from the unit if it becomes an unreasonable disturbance. All pets shall be kept under the control of the pet owner and leashed at all times while outside a unit. Pets are prohibited at the swimming pool, spa and tennis courts. No reptiles, amphibians or livestock may be kept in the condominium.

## **1.8 Trash.**

Trash shall be disposed of in a tied bag in the trash receptacles located throughout the community. Cartons and other packaging materials shall be disassembled prior to disposal. Owners are encouraged to utilize the recycling bins for paper, plastic, aluminum, glass and metal cans.

Under no circumstances are bulk items such as furniture, mattresses, or renovation material to be left on the ground near the dumpsters. When replacing furniture or remodeling, arrangements must be made with the vendor to remove these items or materials when the delivery is made or while the job is in progress. Some furniture can be discarded in the dumpster if it broken down or disassembled to minimize its volume. Discarded household items such as lamps, paintings, clothes, or sporting material must be discarded inside the dumpster. Waste Management will only empty the dumpster on trash pickup day. Anything left inside the trash enclosure will remain there until

either placed in the dumpster or a special pick up is arranged with Waste Management. If a resident needs to have a bulk item carted away, the Property Management Company should be notified. A special pick up appointment will be made with Waste Management and the fee for this service will be billed to the resident.

**1.9 Designated Parking.**

The exclusive use of one parking space is designated with the purchase of each unit. All guest parking spaces shall be open for use by owners, guests and lessees on a first-come, first-served basis. Property management company and President of the Board of Directors maintain a list of assigned parking spaces.

**1.10 Sidewalks, hallways and stairways.**

All sidewalks, entrances, passages, stairways, corridors, and halls shall not be obstructed, encumbered or used for purposes other than ingress or egress. Unit owners or their agents shall not use the stair or corridor areas for household cleaning (such as rugs). Owners shall not use the hallways, corridors or entranceways for any purpose other than entry mats, which must be placed in such a manner so as not to impede the full and safe passage of others. Shoes, swimming apparel, towels and similar items shall not be placed outside the unit. The walkways shall not be used for biking, skateboarding or rollerblading.

**1.11 Antennas and satellite dishes.**

No radio or television antennas, satellite dishes or electrical wiring of any kind shall be installed on the condominium property without written permission of the Board of Directors. It is the intent of these restrictions to comply with the Federal Communications Commission's Over-the-air Reception Device (OTARD) Rule. Nevertheless, the Board desires to protect the condominium property and avoid unnecessary expense for unit owners by ensuring, prior to installation, that:

- direct broadcast satellite dishes (DBS) are less than one meter in diameter and multi-channel, multi-point distribution service devices (MMDS) are less than one meter in diameter or diagonal measurement;
- DBS and MMDS are only installed in exclusive use areas, such as limited common element balconies, and not other condominium property; and,
- holes (whether made by nails, screws or otherwise) are not made in structural portions of the building, which would compromise the water and moisture barrier and the structural integrity of the building.

**1.12 Tennis courts.**

1.12.1 Owners, their guests, or lessees may utilize the tennis courts from 8:00 A.M. until dusk. Tennis players shall wear appropriate attire and tennis shoes. Smoking shall not be permitted at the tennis courts.

1.12.2 Cell phone use shall be kept to a minimum on the tennis courts. Cell phone conversations over 3 minutes should be concluded outside of the courts.

1.12.3 No food is allowed on the tennis courts. Glass containers of any type are prohibited and all refuse must be removed or placed in the appropriate garbage containers.

1.12.4 Tennis shoes must be worn at all times on the tennis court surface.

1.12.5 No roller skating, rollerblading, skate boarding, bicycle riding or game playing of any type other than tennis is permitted on the tennis court.

1.12.6 Use of the tennis court is limited to owners, guests, lessees and Royal Wood Tennis Association players when approved by the Board of Directors.

1.12.7 All tennis players must return broom and squeegee to hanger when not in use.

1.12.8 All tennis players must observe a one hour playing limit if others are waiting to play.

**1.13 Mold prevention.**

Unit Owners must take all appropriate steps to reduce and/or eliminate the occurrence or continued existence of mold and/or mildew (collectively "mold") growth in and around the Unit and appurtenant common elements and thereby minimize the possibility of adverse effects that may be caused by funguses including mold. Unit Owners' responsibilities include, but are not limited to, the following:

**1.13.1 AC System.**

The air conditioning system, and humidity control system, if applicable, must be kept in good and working order. Whether occupied or not the air conditioning system and humidity control system, if applicable, must be appropriately operated, when reasonably necessary to adequately control the temperature, humidity and indoor air quality in the Unit.

**1.13.2 Water line valve.**

The main valve on the water line serving the Unit must be turned to the OFF position if the Unit is to be unoccupied on an overnight basis.

**1.13.3 Incidents.**

All incidents of mold and water intrusion, including, but not limited to: water spots on drywall, plumbing leaks, leaks around windows and doors, leaks from appliances, and any other leaks, or evidence of water intrusion must be immediately reported to the Association or property management.

**1.13.4 Routine maintenance.**

All regular and routine maintenance required to prevent water intrusion and which is the obligation of the Unit Owner must be timely and adequately performed. Such maintenance includes, but is not limited to: the regular inspection, cleaning and services of all appliances servicing the Unit including the air conditioning system, humidity control system (if applicable) refrigerators, and freezers, the regular maintenance and replacement of interior caulking and/or weather stripping around windows, doors, and plumbing fixtures.

**1.14 Window treatments and storm doors.**

All windows curtains, drapes, shades, or other treatments which are visible from the exterior of the premises or lanais shall be lined on the exterior by white lining as prescribed by the Royal Wood Board of Directors. Storm doors must comply with one of the choices as illustrated and posted on the cabana bulletin board. The color of choice must be white.

**1.15 Window Sill Boxes and Front Door Decorations.**

Window sill boxes and front door decorations are permitted. Window sill boxes and front door decorations must be kept in a neat and orderly condition.

**1.16 Grills.**

No fires, charcoal cookers, wood burners, gas grills or similar devices are permitted within any Unit or lanai, or any Common Areas. Electric grills complying with Collier County, Florida Code of Ordinances are permitted. A designated gas grill is available at the pool area.

**1.17 Extended Time Away from Unit.** Any unit owner who plans to be absent from his unit for an extended period of time must prepare his unit for his departure in the following manner:

**1.17.1** By removing all furniture, plants and other objects from around the outside of the unit and the lanai.

**1.17.2** By designating a responsible caretaker to care for his unit should his unit suffer any damage caused by storms, hurricanes, winds or other violent acts of nature. The Amberly Village Management Company and the Association President shall be provided with the name of each unit owner's aforesaid designated caretaker. It is the responsibility of each unit owner to provide the name and phone number of the caretaker to the property management company.

# Getting ready to head back north? Some tips to help



**MARIA OTTENSTEIN**  
COLUMNIST

No sooner do the seasonal residents arrive than they start talking from whence they came. My mom, who lives on Florida's east coast, is not exempt from this strange phenomenon: within minutes of unpacking, she already is making a pile of stuff to take back "up north." After 40-plus years, you'd think she would have the routine down pat.

The following list is a compilation of ideas and thoughts from friends and family, as well as from one interested reader in particular. If I have missed something, send me your ideas so I may include them in a future column.

## CHECKLIST FOR WINTER RESIDENTS

- Remove all furniture, cushions, plants, grills, hoses and loose decorative items from lanai/patio and store either in garage or inside home.
- Bring all door mats inside.
- Set thermostat to 75 degrees, and if you choose to use a humidistat, set it to desired setting.
- Empty icemaker and turn "off."
- Turn refrigerator to lowest setting, and remove all perishable and canned food; toss out any previously opened condiments, and donate to your

inspections.

- If you live in a gated community, notify security with the name of the home watch company you use.
- Be sure the property manager and/or community's security office has a key (and alarm code) to your home or condo.
- Notify home watch and/or security office of any changes to your contact information.
- Leave name and contact information of local person who will know how to reach you in case of an emergency.
- Have alarm system checked before you leave; change batteries if needed.
- Unplug washer, dryer, television, cable, toaster, coffee maker, computer/printer and other small appliances.
- Two weeks before departure, forward all mail and periodicals to northern address; notify post office at alternate location to hold incoming mail.
- Start and stop newspaper deliveries at your homes.
- Remove batteries from telephones and all remote controls, including garage door opener.
- Change A/C filter and have HVAC drain line cleaned (I suggest HVAC maintenance twice a year, with one service appointment being performed be-

fore you leave).

- Leave extra A/C filters for home watch service to change once a month.
- Leave your homeowner's insurance policy and agent's name and phone numbers in the open.
- Don't forget to take all medications, prescriptions and eyeglasses with you when you leave.
- Discontinue service on phone, cable and Internet services. If available, put on "seasonal" hold. (Reinstate all services at alternate location.)
- Call credit card companies and banks with alternate address and expected length of stay.
- Purchase plenty of DampRid and make sure home watch service is familiar with procedures.
- Leave ceiling fans "on" to increase circulation inside home. (Note: some people prefer turning their ceiling fans "off"; this is a personal decision.)
- Pull all shades down, leaving 1-inch clearance.
- Leave all interior doors, especially closet doors, as well as all cabinet doors, open.
- Remove plastic drying bags and foam rubber "stays" from all dry cleaned items.
- If you chose to use timers on one or more lamps, be sure to check the settings in advance

to ensure the timers are winding.

- If your home or condo has hurricane shutters, have them inspected and lubricated before departing. Some people chose to close and lock (or install) their shutters before departing, personally I prefer leaving this task to my home watch service since mold breeds in dark places.
- Lock garage door from the inside and/or disable electric access.
- If you leave a car here, disconnect car battery; leave windows slightly ajar and place one or more containers of DampRid in the garage, as well as inside your car. (If you have a separate dehumidifier for the garage, turn it on.)
- If you ship your car back up north and have a removable SunPass, remove it and put in the protective case so you don't get charged each time the car carrier goes through a toll booth.
- Lock all windows, doors and sliding glass doors before departing.
- If you own a house and are responsible for your own lawn maintenance, be sure to have the shrubs and trees trimmed before you leave, including the removal of any loose palm fronds and coconuts.
- And finally, I've said it before, and I'll say it again, and again, and

again; if you're going back up north for longer than a month, the smartest thing you can do is to hire a reputable home-watch service (licensed, insured and bonded) to inspect your home a minimum of twice a month.

If your hot water heater bursts or a power surge blows the circuits on your HVAC, be on the ball to be able to take action before it's too late. Make sure to instruct your home-watch service to empty, and refill, as needed, all DampRid containers throughout your home.

We invite you to send us questions about how to get and stay organized, which will be addressed in future columns.

## HINT OF THE DAY

When traveling between two homes, be sure to keep one full set of keys, including one for your mailbox and a garage door opener for each home in a Ziploc bag for easy access.

"Get Organized" appears on the first and third Fridays of each month. Naples-based Maria Ottenstein is a member of the National Association of Professional Organizers. For more information, see [www.ProfessionalOrganizerFlorida.com](http://www.ProfessionalOrganizerFlorida.com) or send email to: [Maria@ProfessionalOrganizerFlorida.com](mailto:Maria@ProfessionalOrganizerFlorida.com).

**2 Rules and regulations governing posting of notice.**

Pursuant to Section 718.112(2)(c), Florida Statutes, the official location for posting notice of Association meetings is on all Bulletin Boards at least 48 hours in advance of the meeting. This does not preclude posting at other locations.

**3 Rules and regulations governing hurricane shutter installations.**

**3.1 Definition.**

"Hurricane Shutter" shall mean any device, installation, equipment or appliance, whether permanently or temporarily affixed or attached in any manner to any portion of the building so as to be visible from the exterior of the building used either directly or indirectly as its main purpose or incidental to its main purpose as protection against storm damage, water penetration by driven rain or rising water, wind damage or damage from physical objects or projectiles carried by wind or storm.

**3.2 General.**

Hurricane Shutters are prohibited except as approved by the Board in accordance with these Rules and Regulations.

**3.3 Installation Requests.**

3.3.1 Any person desiring a Hurricane Shutter shall submit a written request therefor to the Board by completing an application for approval to install hurricane shutters as may be promulgated by the Board of Directors not less than thirty (30) days prior to the proposed commencement of installation. The written request shall contain (1) the name and address of the person desiring the Hurricane Shutter (2) the unit number to which the Hurricane Shutter will be installed (3) the name, address, and telephone number of the proposed contractor who will install the Hurricane Shutter (together with the same information for any proposed subcontractors) (4) the occupational license and certificate of competency of the proposed contractor (and, if applicable the subcontractor) who will install the Hurricane Shutter (5) the insurance certificate of the proposed contractor (and, if applicable, the subcontractor) (6) the proposed location for installation of the Hurricane Shutter (7) the proposed type, style, brand, material and the name and address of the manufacturer of the Hurricane Shutter and (8) the proposed manner of installation of the Hurricane Shutter. The shutter shall be white in color.

3.3.2 In the event the Board, in its sole discretion, determines it to be necessary to have the Association's engineer review the documentation supplied pursuant to paragraph 3.3.1 above, for the purpose of determining whether the proposed Hurricane Shutter conforms to these Rules and Regulations and/or the applicable building codes, then the person requesting the installation of the Hurricane Shutter shall pay to the Association the estimated cost of such engineer's review within five (5) days of receipt of notice from the Board.

**3.3.3** Within thirty (30) days subsequent to receipt of the written request and accompanying documentation pursuant to paragraphs 3.3.1 and 3.3.2 above, the Board shall either approve or disapprove the proposed installation of the Hurricane Shutter. For good cause, the Board may extend the time in which to approve or disapprove the proposed installation for a reasonable time not to exceed an additional thirty (30) days (i.e. 60 days from date of receipt of the written request and accompanying documentation). Good cause may include, but shall not be limited to, the engineer's inability to timely review the documentation.

**3.4 Maintenance and Owner Obligations.**

As a condition of approval, the owner of the Unit requesting installation of Hurricane Shutters shall be responsible for the insurance, maintenance, repair and replacement of the Hurricane Shutters.

**3.5 Operation of Hurricane Shutter.**

The Hurricane Shutter shall at all times whether open or closed, be fastened securely in place in accordance with manufacturer, building code and installation requirements.

**3.6 Liability.**

The Owner of the Unit to which the Hurricane Shutter is installed shall be liable for any and all damage to the Condominium Property, Association property or the property of other Owners arising out of or concerning the construction, installation or maintenance of the Hurricane Shutter.

**3.7 Miscellaneous Remedies.**

Any Unit Owner seeking approval for Shutters shall sign an agreement to comply with the Rules and Regulations of the Association including the following:

**3.7.1** Owner agrees to be responsible for all costs and expenses incurred in the installation and maintenance of the Hurricane Shutters.

**3.7.2** Owner assumes all responsibility for procuring, buying and/or obtaining all necessary building permits, variances and adherence to any and all other procedures outlined for the construction and maintenance of the improvements described herein by all governmental entities having jurisdiction.

**3.7.3** Owner agrees to construct and maintain the Hurricane Shutters referred to herein in a first-class manner and the Board of Directors shall have the right, upon prior notice to Owner, to periodically inspect the shutters to verify compliance with this requirement. If Owner fails to maintain the hurricane shutters as required herein, after ten (10) days written notice from the Board to Owner, the Board shall have the right to perform or have performed any required maintenance or repair work or to have the Hurricane Shutters removed and the property restored to its condition prior to the installation of the Hurricane Shutters. Owner hereby agrees to be personally responsible for all costs thus incurred and grants Association a lien right against the Unit referred to

herein in order to secure payment of any such sums. Said lien shall bear interest and may be foreclosed in the same manner as liens granted to the Association under the Declaration and Condominium Act for non-payment of Condominium Assessments.

3.7.4 Owner agrees to indemnify, defend and hold harmless the Association and its Board of Directors from any and all claims, actions, costs or expenses of any nature whatsoever, including, but not limited to, attorneys' fees arising out of or because of the construction, installation or maintenance of the Hurricane Shutters described above.

3.7.5 Owner agrees to be responsible for any damage to the Condominium Property, Association property or other units within the condominium which is caused as a result of the construction, installation or maintenance of the Hurricane Shutters described herein.

3.7.6 The Board shall not be required to approve or permit any Hurricane Shutter unless and until the person requesting the installation thereof has fully and completely complied with each and every provision of these rules.

3.7.7 No Contractor, subcontractor, laborer or materialman shall be permitted entry upon the Condominium Property for purposes of actual installation, construction or delivery of materials unless and until the proposed Hurricane Shutter has been approved by the Board.

**3.8 Technical Specifications for Hurricane Shutters.**

The Hurricane Shutter and the installation thereof shall conform in all respects to the building codes of the governmental agencies having jurisdiction over the Hurricane Shutter installation in the Condominium. The minimal and general specifications adopted by the Board, which shall be applicable to and binding upon all Hurricane Shutter installations, are as follows:

3.8.1 No vertical slats or supports to be between the outside frame members.

3.8.2 There may be no external wiring or conduit.

3.8.3 All slats, frames and hardware shall be white in color.

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**3.9 Hurricane Shutter Request Form.**

The Board's current request form is as follows. The Board may modify this form from time to time or request any such additional information in connection with its review as deemed appropriate by the Board.



**AMBERLY VILLAGE CONDOMINIUM ASSOCIATION, INC.  
REQUEST FOR HURRICANE SHUTTER INSTALLATION**

Owner's name: \_\_\_\_\_

Unit no.: \_\_\_\_\_

Date: \_\_\_\_\_

My intention is to install new hurricane shutters. They will be purchased from and installed by:

\_\_\_\_\_

Contractor address: \_\_\_\_\_

Phone no.: \_\_\_\_\_

Shutter manufacturer: \_\_\_\_\_

I have read and understand the Amberly Village Condominium Association, Inc. rules and regulations governing hurricane shutter installations and have provided a copy of such to the hurricane shutter installation contractor named above.

I understand that if the shutters do not comply with these rules and regulations after installation, I will be required to remove them or make changes as necessary to comply, which removal and/or changes shall be done at my own cost and expense.

\_\_\_\_\_  
Owner's Signature

**Reserved for Amberly Village Condominium Association, Inc.**

-----  
\_\_\_\_\_  
\_\_\_\_\_ APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by order of the Board of Directors.

\_\_\_\_\_  
\_\_\_\_\_ DENIED this \_\_\_ day of \_\_\_\_\_, 20\_\_ by order of the Board of Directors for the following reasons: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4 Rules and regulations governing unit owner participation at meetings.**

**4.1 Board and committee meetings.**

4.1.1 "Board Meeting" is defined as a quorum of Directors gathered to conduct Association business.

4.1.2 "Statutory Committee Meeting" is defined as a quorum of Statutory Committee members gathered to conduct the business of the committee.

4.1.3 "Statutory Committee" means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the proposed annual budget or to take action on behalf of the Board.

4.1.4 "The Directors may appoint Committees and delegate to such Committees those powers and duties of the Association as the Board deems advisable. All Committees and Committee Members shall serve at the pleasure of the Board. Committees of the Association as defined in Section 718.103(7), Florida Statutes (2012), as amended from time to time, shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other Committees may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board of Directors." (Amended and Restated Bylaws of Amberly Village Association, Inc.)

**4.2 Attendance at board or statutory committee meetings.**

Unit Owners have the right to attend Board and Statutory Committee Meetings except as may be provided by law. No other person shall be permitted to attend such Meetings unless permitted by the President or Chairman. Unit Owners do not have the right to attend Meetings of any Committee which is not a Statutory Committee, unless permitted by the Chairman.

**4.3 Participation at board and committee meetings.**

4.3.1 Unit Owners have the right to speak at Board and Statutory Committee Meetings except as provided by law. No other person shall be permitted to speak at such Meetings, unless permitted by the President or Chairman.

4.3.2 Statements by Unit Owners at Meetings shall be restricted solely to items designated on the agenda for that Meeting unless permitted by the President, Chairman or a majority of the Board or Committee. No other statement shall be permitted.

4.3.3 Unit Owners desiring to make a statement at a Board Meeting or Statutory Committee Meeting shall submit a written request to the President, Chairman, Secretary or Manager. The written request must specify the particular agenda item upon which the Unit Owner desires to make a statement. The written request must be

submitted at least ten (10) minutes prior to the start of the Meeting. Unit Owners failing to timely submit the written request shall not be permitted to speak at the Meeting unless permitted by the President, Chairman or a majority of the Board or Committee. A Unit Owner will be permitted to speak only in reference to the agenda item specified in the written request.

4.3.4 A Unit Owner will only be permitted to speak once in reference to the agenda item specified in the written request unless otherwise requested to speak again by the President or Chairman of the meeting. A Unit Owner statement shall not exceed three (3) minutes per agenda item. Other Unit Owners cannot "yield" their time for the purpose of extending a Unit Owner's time limit. The Chairman of the Meeting shall give the floor to the Unit Owner permitted to speak subsequent to the calling of the agenda item upon which the Unit Owner will make a statement but prior to the discussion and voting of the Board or Committee upon that agenda item. In lieu thereof, the Chairman may set aside time at the beginning of the Meeting for Unit Owner statements.

#### **4.4 Taping of board and committee meetings.**

4.4.1 Unit Owners may tape record or videotape any Meetings of the Board or Statutory Committee.

4.4.2 A Unit Owner desiring to tape record or videotape a Board Meeting or Statutory Committee Meeting shall submit a written request therefore to the Secretary or Manager at least ten (10) minutes before the start of the Meeting. A separate written request must be made for each meeting the Unit Owner desires to tape record or videotape.

4.4.3 No tape recording or videotaping of any Meeting shall interfere with or obstruct the Meeting and none of the equipment used for taping shall interfere with or obstruct any person's view of the Meeting or ability to hear the Meeting, or block access to or from the Meeting or to or from the seating in the Meeting or constitute a tripping hazard. Extra lighting for videotaping shall not be permitted. Persons using taping equipment must do so from their seats. All taping equipment used shall conform to the electrical codes. No accessory shall be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet.

#### **4.5 Unit owner meetings.**

4.5.1 "Unit Owner Meetings" is defined as a quorum of Unit Owners (i.e., at least 30% of all Voting Interests) gathered at a duly-called and properly-noticed meeting to conduct official Association business.

#### **4.6 Attendance at unit owner meetings.**

Unit Owners have the right to attend Unit Owner Meetings either in person or by proxy as may be provided by law. No person other than a Unit Owner or a Unit Owner's proxy shall be permitted to attend Meetings except agents of the Association or persons permitted by the President of the Association.

**4.7 Participation at unit owner meetings.**

4.7.1 Unit Owners have the right to speak at Unit Owner Meetings as provided by law. No other person shall be permitted to speak at Meetings except agents of the Association, designated proxy holders, or those persons permitted to speak by the Chairman.

4.7.2 Statements by Unit Owners at Meetings shall be restricted solely to items designated on the agenda for that Meeting unless permitted by the Chairman.

4.7.3 A Unit Owner will only be permitted to speak once in reference to the agenda item specified in the written request. A Unit Owner statement shall not exceed three (3) minutes unless otherwise permitted by the Chairman. Other Unit Owners cannot "yield" their time for the purpose of extending a Unit Owner's time limit. The Chairman of the Meeting shall give the floor to the Unit Owner permitted to speak subsequent to the calling of the agenda item upon which the Unit Owner shall make a statement but prior to the voting of the Unit Owners upon that agenda item.

**4.8 Taping of unit owner meetings.**

4.8.1 Unit Owners may tape record or videotape Unit Owner Meetings as permitted by law. A Unit Owner desiring to tape record or videotape such a Meeting shall submit a written request therefor to the President, Secretary or Manager at least ten (10) minutes prior to the start of the meeting.

4.8.2 No tape recording or videotaping of any Meeting shall interfere with or obstruct the Meeting and none of the equipment used for taping shall interfere with or obstruct any person's view of the Meeting or ability to hear the Meeting, or block access to or from the Meeting or to or from the seating in the Meeting or constitute a tripping hazard. Extra lighting for videotaping shall not be permitted. Persons using taping equipment must do so from their seats. All taping equipment used shall conform to the electrical codes. No accessory shall be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet.

**4.9 Enforcement of meeting rules.**

4.9.1 Ejection. Any person not authorized by law to attend a Meeting shall be prohibited from attending the Meeting or ejected from the Meeting unless otherwise determined by the Chairman.

Any Unit Owner (or other person authorized by law to attend a Meeting) who fails to comply with these Rules shall be subject to ejection from the Meeting. The Chairman of the Meeting may, in the Chairman's sole discretion, give the non-complying person a warning regarding ejection or depending upon the nature of the non-compliance call for immediate ejection.

The Chairman of the Meeting may appoint a Sergeant at Arms who at the direction of the Chairman shall either remove the unauthorized or non-complying person or contact

the police and have the police remove the unauthorized or non-complying person. The Sergeant at Arms need not be a member of the Association.

4.9.2 The Board of Directors may, in accordance with the fining authority and procedures set forth in the Condominium Documents, levy a fine against any person who fails to comply with these rules.

4.9.3 The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with these rules.

4.9.4 Nothing in these rules shall be construed as a limitation or restriction upon any of the Association's rights or remedies or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

## **5 Rules and regulations governing inspection and copying of association records.**

### **5.1 Records defined.**

The Official Records available for inspection and copying are those designated by Chapter 718, Florida Statutes, the Florida Condominium Act, as amended from time to time, as the Official Records of the Association to the extent that the Association is required to maintain such records.

### **5.2 Records available.**

No records other than those defined above shall be available for inspection or copying.

### **5.3 Persons entitled to inspect or copy.**

No unit Owner or the Unit Owner's authorized representative (as referenced in the form Authorization to Permit Records Inspection on Owner's Behalf below) shall have any right to inspect or copy the records of the Association except as permitted by law. No other person shall be permitted to inspect or copy the Association records unless approved by the Board, the President, or unless required by law.

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### **5.4 Inspection and copying.**

5.4.1 The request shall be sufficiently detailed to permit the Association to retrieve the exact records requested. General descriptions of records, such as, but not limited to, "All items pertaining to" is not sufficiently specific, shall not be permitted and such general requests need not be honored. The form of such request to be utilized is set forth below in the form Request for Inspection of Association Official Records.

5.4.2 A Unit Owner's inspection request shall be deemed received as follows: If sent by regular U.S. Mail, five days after the date of post-mark on the letter transmitting the request; If by hand-delivery during regular business hours, the day following the receipt

of the hand-delivery; or if by U.S. Certified Mail, Return Receipt Requested, the date that the receipt card was signed for by the Association.

5.4.3 Inspection or copying of records shall be restricted solely to those records specifically designated in the written request for inspection or copying. No inspection or copying of any other records shall be permitted.

5.4.4 A Unit Owner or a Unit Owner's authorized representative shall not submit more than one (1) written request for inspection or copying of records per calendar month. No written request shall be submitted for the same records requested in a prior written request within the previous twelve (12) calendar months.

5.4.5 Inspections of records shall be conducted at the office where the Association's records are maintained or at such other location as may be designated by the Association. Records must be made available for inspection in the County where the Condominium is located or within forty-five (45) miles of the Condominium. No unit Owner or authorized representative of a Unit Owner shall remove original records from the location where the records are inspected. No marks or alterations shall be made on original records.

Records shall be made available for inspection by the Association on or before the fifth working day subsequent to actual receipt by the Association of the written request for inspection. This time frame may be extended upon request of the Unit Owner or for good cause.

5.4.6 In any case, the Association shall always use its best efforts to make records available for inspection by the tenth (10th) working day after receipt of the request. Failure to do so shall create a rebuttable presumption that the Association has violated the provisions of this Rule. The Association may rebut the presumption by obtaining an opinion from legal counsel that the Association has, under the circumstances, attempted to address the Unit Owner's records inspection request in good faith. In addition, this time frame shall be extended in the event the records are so voluminous or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the Unit Owner, by telephone or in writing, that the records are available and the time, date and place for such inspection. Inspection shall be made only during normal Association business hours or during the normal business hours of the location of inspection if other than the Association office. For the purposes herein, "working day" shall mean Monday through Friday, exclusive of federal, state, and local holidays in which the office of the Association is closed. For purposes herein, "normal business hours shall be the hours the Association office is customarily open, or the hours the location where the records are to be inspected is customarily open or if there are no customary hours of operation, then 9:00 A.M. to 12:00 P.M. and 1:00 P.M. to 5:00 P.M., all on a working day. No Unit Owner shall be entitled to inspect records for more than one working day per calendar month.

5.4.7 If at or subsequent to inspection a Unit Owner or a Unit Owner's authorized representative desires to have a copy of a record, the Unit Owner shall designate in a separate writing, on the form set forth below entitled "Request for Photocopying of

Official Records" which record or portion thereof, for which a copy is desired, or in the alternative, shall designate such record by use of a clip or tab upon the page(s) desired. Not more than one (1) copy of each record requested shall be permitted. If the location where the records are being inspected or stored has a copy machine capable of making copies of the records designated, then copies of the records shall be available within two (2) working days subsequent to the designation of such records. If there is no copy machine at the location where the records are being inspected or stored capable of making copies of the records designated, then copies of the records shall be available as soon as a copying service can pick-up, copy and return the records to the location where the records are being inspected or stored. Photocopies will be available at the place where Official Records are kept. If, however, the records to be copied are so voluminous that it is not practicable for them to be copied where they are kept, the Association may send the records out for copying by an outside source, such as a commercial copying company. In such cases, the Unit Owners shall be responsible for those costs. Unit Owners requesting copies must arrange for pick-up of records. The Association shall have no obligation to mail or otherwise deliver copies to any place. As determined by the Manager, the President, the Board, or the person designated by the Association to oversee the inspection of records in the event the copies of the records are so voluminous or a copy machine or copy service is not available or too busy or the records are in such condition or form that copies cannot be made available within the above-stated time periods then copies will be made available as soon as practical.

5.4.8 A Unit Owner or a Unit Owner's authorized representative shall pay the reasonable expense of copying. In the event the copies are made by the Association, the cost shall not exceed fifty cents (\$0.50) per page and absent a Resolution by the Board to the contrary, copies shall be charged at fifty cents (\$0.50) per page. If copies are made by outside vendors, actual costs shall be charged to the Unit Owner. Payment in advance for the cost of a copy shall be required. In the event payment is made in form other than cash, cashier's check, money order or certified check, payment shall not be deemed received unless and until payment has cleared. No copy or a record shall be made unless and until payment for the copy is received. Records not normally kept in written form shall be produced for inspection in the form in which they are normally kept. The cost of converting such records to written form shall be in addition to the cost of copying such records, and the Unit Owner or the Unit Owner's authorized representative shall pay the reasonable expense of converting such records to written form, which expense shall be the actual cost of making the copy.

5.4.9 The Association may comply with its obligation to make Official Records available for inspection by providing them to the Unit Owner by electronic mail, the internet, or making them available in a computerized format readable with customary programs used in computers of consumers. If, however, a Unit Owner provides the Association with written notice that they do not have access to a computer, the Association must supply the records in paper format.

## **5.5 Manner of inspection.**

**5.5.1** No written request for inspection or copying shall be made in order to harass any Unit Owner or Association agent, Officer, Director, Committee Member, or employee.

**5.5.2** For purposes hereof, a Unit Owner and the Unit Owner's authorized representative shall be considered one person. If inspection is requested by any person other than a record Owner of the Unit, said request shall not be recognized by the Association unless and until the record Owners of the Unit designate such person, in writing, as their authorized representative or unless such person is an attorney admitted to practice in Florida.

**5.5.3** All persons inspecting or requesting copies of records shall conduct themselves in a courteous manner, and shall not interfere with the normal operation of the Association office and the duties of its personnel, or the office where the records are otherwise inspected or copied or the duties of their personnel. The Association office or office of inspection may assign a staff person or Officer to assist in the inspection and all requests for further assistance and copying during inspection shall be directed to that staff person.

**5.5.4** The Association shall maintain a log sheet as set forth below, which shall include:

- The date of a written request for inspection;
- The name of the requesting party;
- The records which are requested;
- The date of availability of records for inspection or copying;
- The date of actual inspection or copying; and,
- The signature of the person inspecting or copying acknowledging receipt of the records. Every person inspecting or receiving copies of the record shall sign said receipt.

## **5.6 Enforcement of inspection and copying rules.**

**5.6.1** Any violation of these Rules may result in the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith.

**5.6.2** Any requests for inspection and copying not complying with these Rules need not be honored, but in such cases the Association shall mail or hand-deliver a written response to the person requesting inspection and/or copying and shall indicate how the request fails to comply herewith.



**5.6.3** The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with these Rules, including the levy of fines.

**5.6.4** Nothing in these Rules shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

**5.7 Form authorization to permit records inspection on owner's behalf.**

**AUTHORIZATION TO PERMIT RECORDS INSPECTION ON OWNER'S BEHALF**

**To:** Board of Directors

**Owner's name:** \_\_\_\_\_

**Unit no.:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Re:** Request for Records Inspection

**Dear Members of the Board:**

Pursuant to the Association Rules and Regulations Governing Inspection and Copying of Records, I hereby authorize the following person to inspect the Official Records of the Association on my behalf:

\_\_\_\_\_

Sincerely,

\_\_\_\_\_

Owner

**5.8 Form request for inspection of association official records.**

**REQUEST FOR INSPECTION OF ASSOCIATION OFFICIAL RECORDS**

To: Board of Directors

Owner's name: \_\_\_\_\_

Unit no.: \_\_\_\_\_

Date: \_\_\_\_\_

Re: Request for Records Inspection

Dear Members of the Board:

Pursuant to the Association Rules and Regulations Governing Inspection and Copying of Records, I hereby request that the following official records of the Association be made available for review:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please contact me at \_\_\_\_\_ to verify the availability of the requested documents for inspection and a mutually-convenient time for said inspection.

Sincerely,

\_\_\_\_\_

Owner

**5.9 Request for photocopying of official records.**

**REQUEST FOR PHOTOCOPYING OF OFFICIAL RECORDS**

To: Board of Directors

Owner's name: \_\_\_\_\_

Unit no.: \_\_\_\_\_

Date: \_\_\_\_\_

Re: Request for Records Photocopies

Dear Members of the Board:

Pursuant to the Association Rules and Regulations Governing Inspection and Copying of Records, I hereby request photocopies of the following official records of the Association:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Enclosed herewith is a check in the amount of \$\_\_\_\_\_ for the cost of photocopies. I understand that if additional funds are necessary to cover the actual cost of photocopies, I must make payment for such prior to receiving the photocopies. I also understand that the Association shall refund any amount in excess of the actual cost of photocopying.

Sincerely,

\_\_\_\_\_  
Owner

**5.10 Log sheet for records inspection.**

**REQUEST FOR INSPECTION OF ASSOCIATION OFFICIAL RECORDS**

Pursuant to the Association Rules and Regulations Governing Inspection and Copying of Records, this log sheet shall be utilized in connection with the inspection of Association official records.

Owner's name: \_\_\_\_\_

Unit no.: \_\_\_\_\_

Date request received: \_\_\_\_\_

Records requested to be inspected: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date owner was notified that records were available for inspection: \_\_\_\_\_

Date inspection took place: \_\_\_\_\_

**6 Rules and regulations governing unit owner inquiries.**

Section 718.112(2)(a)2., Florida Statutes (2012), provides that when a unit owner files a written inquiry by certified mail with the board of administration, the board shall respond in writing to the unit owner within 30 days of receipt of the inquiry. The board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division of Condominiums. If the board requests advice from the Division, the board shall, within 10 days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board shall, within 60 days after the receipt of the inquiry, provide, in writing, a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The association may, through its board of administration, adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries, one of which may be that the association is only obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable. The Board of Directors believes it is in the best interest of the Association to adopt a rule, as contemplated by the above-referenced statute, which will protect the Association against the liability affiliated with unintentionally failing to respond to multiple inquiries filed by Unit Owners. Accordingly, the following rules shall govern unit owner inquiries.

**6.1 Inquiry defined.**

An inquiry is defined as a question, which specifically requests a written response from the Association. Citation to the above-referenced statute is adequate.

**6.2 Receipt of inquiry.**

An inquiry will be deemed received by the Association on the next business day following the day on which a duly-authorized representative of the Association signed for the certified letter of inquiry to the Association addressed to the President of the Association or the Association's Registered Agent pursuant to the most current online records of the Florida Secretary of State, Division of Corporations.

**6.3 Number and Manner of Inquiries.**

No Unit Owner may submit more than one inquiry in a single piece of correspondence or document. Unit Owners wishing to submit multiple inquiries shall submit each separate inquiry at least thirty days apart. The Association shall respond to each pending inquiry, as required by law. A Unit Owner's submission of more than one inquiry during a thirty day period, or the inclusion of more than one inquiry in a single piece of correspondence, shall render all pending inquiries null and void and shall result in the Association's notification to the unit Owner that he or she is obligated to comply with the Association's procedure prior to receiving a substantive response to his or her inquiry.

#### **6.4 Responses.**

All responses of the Association shall be in writing and shall be deemed effective when deposited in the United States mail, postage pre-paid, to the address of the Unit Owner, per the Official Records of the Association or the address contained on the document constituting the inquiry.

Unit Owners shall not be permitted to file more than one inquiry with the Association with respect to the same matter. If the Unit Owner is dissatisfied with the Association's substantive response, or disagrees with the response, that fact will not be sufficient to obligate the Association to engage in ongoing debate with the unit Owner regarding the issue as to which a substantive answer has been given.

Should any Unit Owner inquiry involve pending or potential litigation, matters subject to the attorney-client or work product privilege, or matters which involve any other legally cognizable privilege, the Association shall not be obligated to provide a substantive response to the Unit Owner.

The Association shall not be obligated, in responding to an inquiry under the Statute, to gather, collate, digest, abstract, interpret, or analyze information, or otherwise provide information to a Unit Owner, which is available through an inspection of the Official Records of the Association. If an inquiry can be addressed through the Unit Owner's inspection of the Official Records of the Association, the Association may respond by notifying the Owner that the Official Records may be inspected, and identifying with particularity which records of the Association may be inspected in order to address the Unit Owners' inquiry.

#### **6.5 Violations.**

Any violation of this Rule shall be deemed a violation of the rules of the Association, and shall subject the Unit Owner to all remedies provided by Florida Law and the governing documents with respect to same, including the levy of fines.

### **7 Fee Schedule.**

The following is a schedule of fees charges by the Association, which may be modified by the Board of Directors from time to time, but which shall in no event exceed the maximum permissible by law. The entitlement to receipt of these fees may be allocated between the Association and a community association management firm or other third party as provided in a written agreement. Attorneys' fees incurred by the Association with respect to the issues for which fees are levied may be passed on to unit Owners or other third parties, if permitted by law, and shall be in addition to the Association's fees.

#### **7.1 Estoppel Letters.**

Pursuant to Section 718.116(8) of the Act, this Rule constitutes the Board's Resolution to charge a fee of \$150.00 for estoppel letters, per letter.

**7.2 Mortgage Lender Questionnaires.**

The Association is not obligated to complete these forms and reserves the right to decline to do so in any instance. If a mortgagee/lender questionnaire is prepared, the fee is \$150.00, per form, plus legal fees incurred by the Association necessary to assist in preparation of the form.

**7.3 Transfer approvals and Miscellaneous.**

Lease Approval	\$100.00
Title Transfer Approval	\$100.00
Approval of Occupants Subsequent to Initial Approval	\$100.00
Photocopying of Association's Official Records Kept in Paper Form	\$.50 per page
Copying of other Official Records	Actual Cost

**8 Fire Alarms**

The Fire Alarm System installed in Amberly is a local alarm system only.

Each unit has a "mini horn" installed that will sound if there is fire detected in the elevator/electrical rooms in the basement area (if applicable) OR if someone pulls the fire alarm box "pull stations" located on the walkways. The individual smoke detectors located in each unit (that are the owners responsibility to maintain) will not trigger the main fire alarm system.

This means in the event of fire, the alarm is sounded to alert association residents only. The system (and this applies to all of Royal Wood) is not connected to the fire station. In order for the fire station to respond, they must be contacted directly.

In the event of fire, you should do the following:

1. Evacuate all persons from your unit.
2. Call 911 and give them the location of the fire. You should familiarize yourself with the street address and condo number.
3. Sound the Alarm by pulling the fire alarm pull station located on the outside walkways.
4. Alert others around you if possible.
5. Use the fire extinguishers located on each walkway.
6. When possible, notify a board member or the Association Management Company.