

**THE
FEDERATION
OF
BOCA CIEGA POINT
CONDOMINIUMS, INC**

A 55 AND OLDER COMMUNITY

**OPERATIONS GUIDELINES
2021**

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**BOCA CIEGA POINT CODOMINIUMS
(A 55+ COMMUNITY)**

**48 Apartments in Condo One 317 Villas (One story units) 365
Total**

19 Condo Associations

3 Separate Boulevards:

- 1. Boca Ciega Pt. Blvd North**
- 2. Boca Ciega Pt. Blvd**
- 3. Boca Ciega Pt. Blvd. South**

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INC**

A 55 and Older Community

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INTRODUCTION

The purpose of this Operations Manual is to provide working guidelines for Federation officers and Directors and is available for ready reference of the operational procedures in Boca Ciega Point. This document is designed to make existing documents more understandable. No part of this document replaces the Florida statutes that apply to the condo associations or federation administration.

Where statutes permit, the information contained in this Operations Manual is drawn from existing Federation Documents to describe the application of Florida Statutes. This document is further designed to standardize operating procedures of the Board of Directors, Board of Trustees, and the Executive Committee of the Federation of Boca Ciega Point Condominiums, Inc., in accordance with its By-Laws.

In carrying out their duties, officers, trustees, directors and employees of the Federation shall follow all laws and regulations affecting condominiums in Florida and particularly the provisions of Chapters 617 and 718, Florida Statutes

CHAPTER 01 - DEFINITIONS

As used in this Operations Manual, the words shown below shall have the following meaning:

1. **Articles of Incorporation** shall mean those official documents creating a corporation in accordance with applicable Florida Statutes.

2. **By-Laws** shall mean the rules duly adopted by a corporation that govern the affairs of a corporation as adopted by the incorporators or members of a corporation in accordance with applicable Florida Statutes.

3. **Condominium** shall mean an individual unit in a multi-unit building within a condominium association.

4. **Condominium Association** shall consist of unit owners of one or more multi-unit buildings formed as Florida corporations to provide common management of the individual condominiums. These associations are located within this complex known as Boca Ciega Point Condominiums East commonly known as Boca Ciega Point or "BCP". The post office address of such associations is 275 Boca Ciega Point Boulevard, St. Petersburg, Florida 33708.

5. **Delegate** shall mean a representative of a condominium association duly elected to represent that association in regard to its official business with the Federation. Each association shall elect. Both a primary and an alternate delegate.

6. **Director** shall mean a duly elected director of each condominium association who shall be a member of an associations corporate Board of Directors and shall represent the association on certain specific Federation issues. Each condominium association may be represented by no more than four (4) directors, who, when acting on Federation business shall be known collectively as the Federation Board of Directors consisting in total of not more than 76 directors.

7. **Documents** shall mean Federation and Association Declarations of Condominium, Articles of Incorporation, and By-Laws.

8. **Expense** shall mean expenditures made or anticipated.

9. **Federation** is a not for profit corporation organized under Chapter 617, Florida Statutes, and is composed of a group of condominium associations located at Boca Ciega Point East, Pinellas County, Florida to provide an organization through which the condominium associations can act in concert to discharge their common or shared responsibilities and a central entity through which dealings with outside agencies can be negotiated, executed, and administered on behalf of such associations.

10. **Occupant** means a person occupying a unit.

11. **Singular/Plural/Gender** shall mean that whenever the context so permits, the use of the singular shall include the plural and the plural the singular, and the use of any gender shall be deemed to include all genders.

12. **Trustee** means an association delegate when acting on Federation business and the Board of Trustees is a group of delegates sitting collectively when acting on Federation business. The Board of Trustees shall consist of no more than 19 Trustees.

13. **Unit Owner** means the record owner(s) of a condominium unit at Boca Ciega Point as recorded in the public records of Pinellas County, Florida.

CHAPTER 02 - IDENTITY

This Operations Manual sets forth rules and regulations governing the Federation. Boca Ciega Point is an adult community having at least 80% of units occupied by at least one person 55 years of age or older. Children under the age of eighteen years may not reside permanently in these units.

CHAPTER 03 - MANAGEMENT

The Federation shall determine and institute the type and manner of management operation to be used at Boca Ciega Point, and to decide and establish policies for the guidance and conduct of such management. Additionally, the Federation acts as a limited agent for all the condominium associations as a managing agent in regard to community properties and such other matters as delegated to them by the condominium associations.

The Federation has four levels of management:

A. Unit Owners: Unit owners, in accordance with their individual Declarations of Condominium, may elect directors to manage their association activities. They also have the opportunity to vote on certain Federation issues. Issues requiring a decision by unit owners include, but are not limited to, the following:

1. Ratify amendments to the Federation's Articles of Incorporation.
2. Ratify the terms of an agreement negotiated for the acquisition of the Boca Ciega Point Community Facility Lease, or any interest therein.

B. Federation Board of Directors: Unit owners in each Association are authorized under the Declarations of Condominium to elect directors to manage the affairs of individual associations. These same directors, sitting as a body, form the Federation Board of Directors. Among those issues requiring action by the Federation Board of Directors is approving the Federation's annual operating budget and any amendments thereto.

C. Board of Trustees: Each condominium association shall elect both a primary and an alternate delegate at its annual meeting. Each condominium association shall be a member of the Federation and each association shall be represented by either its primary or its alternate delegate. Such delegate shall have membership on the Federation's Board of Trustees and shall have a single vote on matters before such Board. The Board of Trustees shall serve as the corporate directors of the Federation under Florida law. The associations' primary delegates shall assume office as Trustees of the Federation on January 1 of each year. Promptly following election of or change in its primary or alternate delegate, a condominium association shall issue to the Federation formal written notice of its selection of delegates to the Federation. The Board of Trustees is the governing body of the Federation and has all

the powers of a corporation not for profit as provided in Florida Statutes.

D. The Executive Committee

1. The Executive Committee of the Federation shall be elected to office by the Board of Trustees at its January meeting. Only primary delegates from each of the condominium associations are eligible to serve on the Executive Committee.

2. The Executive Committee, under direction of the Board of Trustees, is the Federation's managing body and shall be responsible for administering the day-to-day affairs of the Federation. That body shall consist of six (6) members elected by the Board of Trustees.

3. All Executive Committee proceedings shall be conducted in accordance with Florida Statutes and Robert's Rules of Order as applicable. Foremost among these duties shall be preparation, review, and presentation of the proposed annual operating budget to the Federation Board of Directors. The Executive Committee shall have all the duties imposed by Florida Statutes on officers of a corporation, plus those additional responsibilities imposed by the Federation's Articles of Incorporation, By-Laws, and the Board of Trustees

4. In the event of a vacancy in the Executive Committee, a special meeting of the Board of Trustees shall be convened and elect a replacement to serve the unexpired term.

5. The members of the Executive Committee shall nominate and elect the following corporate officers: Chairperson; First Vice-Chairperson; Vice-Chairperson for Administration; Vice-Chairperson for Fiscal Affairs; Vice-Chairperson for Properties, and a Vice-Chairperson for Community Activities. In keeping with the requirements of Florida law, the Office of Chairperson, First Vice-Chairperson, Vice-Chairperson for Administration, and Vice-Chairperson for Fiscal Affairs shall serve respectively as the corporation's President, Vice-President, Secretary, and Treasurer. The officers' duties shall include the following:

a. Chairperson: The Chairperson is the chief operating officer of the Federation and has all the powers and duties vested in the president of a corporation. They shall preside at all Federation meetings. The Chairperson shall exercise overall supervision of the Manager's performance. Advisory committees may be appointed by the Chairperson of the Executive Committee to perform specific limited tasks to provide advice, recommendations, and counsel to the Executive Committee. Duration of the committee shall be spelled out in the charter establishing a committee. All committees shall terminate automatically on January 1 of each year. They shall also be an ex-officio member of any and all committees under the Executive Committee's supervision.

b. First Vice-Chairperson: The First Vice-Chairperson shall be the Vice- President of the corporation and shall exercise the powers and perform the duties of the Chairperson in the Chairperson's absence or temporary disability, and they Shall have such other powers and duties as may be assigned to him by the Chairperson. The First Vice-Chairperson shall be responsible for, and an ex-officio member of, all of the Federation's standing and ad hoc committees assigned to their supervision by the Chairperson with approval of the Executive Committee.

c. Vice-Chairperson for Administration: The Vice-Chairperson for Administration shall, in the absence or temporary disability of both the Chairperson and First Vice-Chairperson, exercise the powers and perform the duties of the Chairperson. They shall also serve the Federation as the corporate Secretary, with all the powers, duties, and functions vested in that office. They shall be responsible for the minutes of all meetings of the directors, trustees, and Executive Committee. He shall supervise, coordinate, and serve as ex-officio member of, such standing and ad hoc committees as may be assigned to them by the Chairperson with approval of the Executive Committee.

d. Vice-Chairperson for Fiscal Affairs: The Vice-Chairperson for Fiscal Affairs shall serve the Federation as corporate Treasurer and as Assistant Secretary. They shall have all the powers, duties, and functions vested in those offices. They shall be responsible for insuring that good accounting procedures and practices are employed in the fiscal management and administration of such of the Federation's and condominium associations' assets as may be entrusted to the Federation or the Manager; and for insuring that the Manager maintains adequate records and safe custody of the Federation's and condominium associations' property, assets, and valuables. They shall be responsible for the development of the Federation's annual operating budget, and for the schedule of charges and special assessments. The Vice-Chairperson for Fiscal Affairs shall be the official custodian of the budget and financial records of the Federation and of the Board of Trustees and Executive Committee. In addition, They shall supervise, coordinate, and serve as ex-officio member of such standing and ad hoc committee as may be assigned to them by the Chairperson.

e. Vice-Chairperson for Properties: The Vice-Chairperson for Properties shall be responsible for the maintaining, preserving, and promoting the desirable physical and aesthetic aspects of Boca Ciega Point. They shall also monitor and observe the condition of the grounds, walks, private streets, and community facilities, and the grounds and common elements of the condominium associations. The Vice-Chairperson for Properties shall also serve as ex-officio member of such standing and ad hoc committees as may be assigned to them by the Chairperson.

f. Vice-Chairperson for Community Activities: The Vice-Chairperson for Community Activities shall be responsible for the promotion, supervision, and coordination of the community activities which provide recreational, social, athletic, or avocational opportunities for the unit owners and residents of Boca Ciega Point. They shall also be responsible for monitoring the condition, operation, and maintenance of both indoor and outdoor recreational facilities, and for recommendations concerning the requirements for repairing, replacing, modifying, or acquiring equipment, furnishings, and facilities for recreational activities. The Vice-Chairperson for Community Activities shall maintain liaison with and serve as the Federation's representative to each of the Federation-sponsored clubs and community groups organized for such purposes. They shall also serve as ex-officio member of such standing and ad hoc committees as may be assigned to them by the Chairperson.

6. Any member of the Executive Committee may be removed from office by the Board of Trustees with the concurrence of two-thirds of all the Trustees, excluding the trustee being recalled in a special meeting of the Board of Trustees convened solely for that purpose. At the same meeting, the Board of Trustees shall elect a replacement to serve the remaining term.

7. In addition to the general powers, the Federation is specifically empowered to act in the place and stead of the condominium associations in all the areas and subject matters assigned to its jurisdiction or discretion by Florida Statutes, its Articles of Incorporation, By-Laws, any Service Agreement executed between the Federation and a condominium association, and this Operations Manual. In exercising such powers, the Federation shall have a right of action against each Condominium Association for any unpaid charges or assessments, for interest thereon at the legal rate, and for reasonable attorney's fees incurred incident to the collection thereof.

CHAPTER 04 - MEETINGS

The Executive Committee shall hold its regular meetings each month at such time and place in Pinellas County, Florida as may be set by the Chairperson. Special meetings may be called by the Chairperson, and such meetings must be called if requested by a majority of the Executive Committee.

A Regular Meetings: The Board of Trustees shall meet at least quarterly at such times and such places as determined by the Executive Committee.

1. The first quarter meeting shall be held during the first two weeks of January and shall be the meeting at which the Board of Trustees elects the Executive Committee and conducts such other business as may properly come before the meeting.

2. The fourth quarter meeting shall be a joint meeting of the Board of Directors and the Board of Trustees held in November and shall be for the purpose of review and adoption of the Federation's annual budget and such other business as may properly come before the meeting.

B. Special Meetings: The Board of Trustees may be convened in special meetings. Special meetings may be called by the Chairperson with Executive Committee approval. A special meeting must be called if a majority of the Trustees or unit owners submit a request in writing to the Federation stating the business to be conducted at the special meeting. In the case of special meetings convened at the request of the Trustees or unit owners, such meetings shall be held within thirty (30) days following receipt of such request.

C. Notice and Quorum:

1. Executive Committee Meetings: A notice of the date, time, place, and agenda for each regular or special meeting of the Executive Committee shall be given through the Vice-Chairperson for Administration to each member of the Executive Committee. A majority of members shall constitute a quorum.

2. Board of Trustees: Notices of meetings of the Board of Trustees shall be given as required by law and the Federation By-Laws. A quorum of the Board of Trustees shall be a majority of the trustees except that a duly designated alternate trustee may act for the primary trustee in the primary trustee's absence.

3. Board of Directors: Notices of meetings of the Board of Directors shall be given as required by law and Federation By-Laws. A quorum of directors, when sitting as the Federation's Board of Directors, shall be at least 50% of all such directors

4. For all meetings, notices shall be posted on the Federation's bulletin board and TV channel at least 48 hours in advance of the meeting in addition to any notices required by law and the Federation's By-Laws, but any member of the Executive Committee, a trustee, or a director may waive failure to give notice as required by law or the Federation's By-Laws.

D. Attendance and Participation: All meetings shall be open to attendance and observation by the unit owners and residents of Boca Ciega Point in all matters except when the body goes into an executive session to address certain issues exempted from public attendance as permitted by statute. At all Federation meetings, debate and discussion of the business at hand shall be limited to members of that body and such other persons invited to speak on issues that are pertinent to the meeting

E. Parliamentary Procedures: The current edition of Robert's Rules of Order shall govern the conduct of all meetings in all cases not otherwise provided for in the Federation's Articles of Incorporation, By-Laws, or policy and meeting procedures adopted by the Board of Trustees

.CHAPTER 05 - VOTING PROCEDURES AND REQUIREMENTS

A. Voting by Executive Committee: Each member of the Executive Committee shall be entitled to a single vote. Proposals decided in a meeting at which a quorum exists shall require a simple majority vote for approval. Meetings may be conducted by teleconferencing. In the case of an emergency, a session lacking a quorum may decide upon and initiate action to correct or respond to the emergency situation.

B. Voting by Trustees:

1. Voting Requirements: A meeting of the Board of Trustees represents an assemblage of condominium associations, and each condominium association is entitled to have a delegate cast a vote on its behalf. At meetings of the Board of Trustees, a simple majority shall suffice to approve a measure, unless more stringent requirements are prescribed.

2. Special Voting Requirements: Actions of the Board of Trustees shall require approval by at least 75% of the trustees when making a determination that an undesirable or adverse condition exists or portends which would warrant Federation action on a matter usually reserved to a condominium association's jurisdiction.

3. There shall be no voting by proxy by trustees. Voting by Directors: On matters prescribed for determination by vote of condominium association directors sitting as the Federation's Board of Directors, decisions shall be based on a simple majority vote, and on such matters directors may not vote by proxy. Only directors present may vote.

C. Voting by Unit Owners: In Federation matters which are referred to the unit owners for decision, the owners are entitled to a single vote for each unit owned. When voting, a written ballot shall be used to provide a record of the vote on an issue. A measure shall go into effect when ratified by at least 75% of the unit owners of all the condominiums in the Federation.

D. Effect of Recall and Vacancies: Recall of a delegate by a condominium association shall have no effect upon the validity of any Federation decision reached before or after such recall. All such Federation acts shall continue to have full force and effect on the condominium associations. Voting and quorum requirements will be recomputed on the basis of the number of condominium associations providing eligible representation

E. Effect of Recall and Vacancies: Recall of a delegate by a condominium association shall have no effect upon the validity of any Federation decision reached before or after such recall. All such Federation acts shall continue to have full force and effect on the condominium associations. Voting and quorum requirements will be recomputed on the basis of the number of condo associations providing eligible representation.

CHAPTER 06 - BUDGET FUNCTIONS

A. Budget Development: The Federation shall develop and adopt a budget, make and collect charges and assessments on condominium associations, and disburse the proceeds. Accordingly, the Federation shall':

1. Establish and amend an operating budget that shall also be the Federation's operating plan and serve as a basis for a schedule of monthly or periodic charges on a condominium association and exert control over Federation operations.

2. Establish and levy on a condominium association a schedule of regular charges and special assessments, if declared, as necessary to provide funds in advance for payment of all the anticipated current operating expenses and all unpaid operating expenses previously incurred.

3. Establish and make budget provisions for reserves to pay all manner of Federation costs and expenses, including but not limited to: reserves for contingencies, reserves for deferred maintenance or for maintenance items which occur less frequently than annually, and reserves for the accumulation of resources for acquisitions, capital improvements, or major refurbishment and overall projects.

4. Define various kinds or categories of costs and expenses incurred by the Federation in the maintenance, administration, and operation of BCP, and make a determination declaring them to be direct or shared expenses as described in the Federation's By-Laws.

5. Establish accounts with banks or savings and loan associations for funds accrued by the Federation and invest such funds or portions thereof in instruments of the Federal government or its agencies, or in accounts or instruments insured or guaranteed by the Federal government or its agencies.

B. Budget Meetings: The Board of Directors shall meet in November to approve and adopt an annual budget for the Federation for the coming year and shall meet at such other times as determined by the Executive Committee.

C. Fiscal Year: The fiscal year of the Federation shall be the calendar year.

CHAPTER 07 - EXPENSE ALLOCATION AND SURPLUS DISTRIBUTION

Each condominium association shall have an equitable share of any expense and any surplus involved in the operation of the Federation.

1. The Federation's expense distribution procedures set forth in this Chapter shall only determine the charges to be borne by each separate condominium association.

2. Ownership of a common Federation surplus shall be shared among the condominium associations on the same equitable basis as the undivided shares in the common expenses, but such ownership shall not vest or create in any condominium association the right to withdraw its share of the common surplus.

3. Annually the books of the Federation shall be subjected to a certified audit conducted by a certified public accountant licensed in Florida for the purpose of insuring that acceptable accounting principles are being followed in the management of the financial and fiscal affairs of the Federation unless waived by action of the Board of Directors.

4 The following table contains statistical data pertinent to expense allocation and surplus distribution procedures. The area percentages and the unitary percentages given below are those which shall be used when allocating expenses on an area basis or unitary basis pursuant to this Section.

Condo	Building Numbers	Living Units	Area in Square Feet	Area Percentages	Unitary Percentages
1	1	48	50712	6.113	13.151
2	400	12	30101	3.628	3.288
3	800	12	30302	3.653	3.288
4	700	10	16993	2.048	2.740
5	900	12	28499	3.435	3.288
6	1000	12	28508	3.436	3.288
7	500	12	35469	4.275	3.288
8	1200	12	28498	3.435	3.288
9	1100	16	38024	4.583	4.384
10	1400	13	30934	3.729	3.562
11	600(2 buildings)	9	21904	2.64	2.466
12	1500	10	31872	3.842	2.740
13	1700-1800-1900	32	77188	9.304	8.767
14	2000-2100-2200-2300	40	97268	11.724	10.959
15	2400	8	25234	3.042	2.192
16	2500-2600-2700-2800	40	98180	11.834	10.959
17	2900-3000-3100-1600	44	104744	12.626	12.055
18	3200	8	19446	2.344	2.192
19	3300	15	35746	4.309	4.110
Total	31 Buildings	365	829622	99.999	99.999

CHAPTER 08 - FINANCE

A. Assets and Liabilities

1. Assets

a. All Federation assets are held solely for the benefit of the condominium associations. The Federation has no capital stock, pays no dividends, and shall have no distribution of its income except as reimbursement for an authorized expense incurred for or on behalf of the Federation. In no case shall any assets of the Federation inure to the benefit of any private person, firm, or corporation for profit, except for value received or services rendered in some reasonable application of the purpose and objectives of the Federation.

b. Monies collected within associations from unit owners by the Federation at the request of associations for association purposes are not Federation assets and are subject to return to the associations.

2. Liabilities

a. Condominium associations may be liable for the acts or omissions of the Federation only to the extent of their pro-rata share of that liability.

b. The Federation shall obtain and maintain appropriate and sufficient insurance to protect and hold harmless the Directors, Delegates, trustees, Executive Committee members, Officers, and Agents of the Federation from any liability arising out of acts or omissions of such individuals, except from their acts of gross negligence or criminal activity.

B. Interest Charges on Delinquencies

1. General: This provision sets forth the policy that governs the imposition of interest charges on fees and charges of any and all kinds that are owed the Federation but not paid when due.

2. Due Date: The monthly assessment (maintenance fee) is payable on the first day of the month for which due. Other charges that are normally subject to billing (such as Supplemental Services charges or copying costs) are due upon issuance of the bill. Various other charges such as "returned check" charges are due when incurred.

3. Interest Charges: When debts become delinquent an interest charge shall be applied on the debt or any part thereof at the rate of 1% per month or the maximum rate permitted by law. The interest charge shall apply to all monies owed the Federation by the debtor, including the interest accrued in prior months.

a. Interest shall be charged for the entire period of delinquency, beginning from the date when the debt was originally due.

b. Interest, at the specified rate, shall continue to accrue without interruption until the entire debt or account has been paid in full, including interest and any subsequent charges or fees.

c. Whatever the nature of the fee or charge, the Federation grants to all condominium associations, organizations, clubs, and residents a forty-five (45) day "grace" period.

C. Use of Reserve Funds

1. This provision sets forth the procedures governing the withdrawal and use of the Federation's reserves. The Federation's reserves shall include Dedicated Reserve Accounts and General Reserve Accounts as described below:

a. Dedicated Reserve Accounts are those established and funded for a specific purpose or type of activity (for example: club roof replacement or streets maintenance and repair).

b. General Reserve Accounts are those intended for unforeseen contingencies or expenses and are not identified with any specific maintenance or operating activity (for example: general reserve - area basis, or general reserve - unitary basis).

c. Such other reserves accounts as from time to time may be deemed appropriate.

2. Cost Distribution of Reserves: For application of the Federation's cost distribution procedures, each reserve account shall be classified and treated in the same manner as specified for the activity or function for which it is intended.

a. Dedicated reserve accounts shall be allocated between area basis and unitary basis costs in the same manner as prescribed for its dedicated purpose as stated in the Expense Allocation and Surplus Distribution contained in the Federation By-laws and this manual. For example, the club roof reserve shall be distributed in the manner prescribed in Club Building Maintenance & Repair; the streets resurfacing reserve shall be distributed in the manner prescribed in Street Maintenance & Repairs.

b. A general reserve shall be allocated in its entirety either to area basis costs or to unitary basis costs, as its name specifies. The funds in such a reserve may be used only to meet charges of the same cost classification.

3. Expending Reserves: An expenditure shall not be made directly from a reserve account. Without exception, whenever reserve funds are required, proper authority (as described below) must first authorize the transfer of the funds from a specific reserve account to a specific current expense account. Once transferred, such funds become indistinguishable from any other funds in the current expense account.

4. Withdrawal of Reserve Funds: Withdrawal of reserve funds for use in current expense accounts is as follows:

a. Withdrawals from reserve accounts shall follow the specific details of the Federation's annual budget as formally enacted by the Board of Directors each November.

b. Transfers between reserve accounts, and the establishment or discontinuance of reserve accounts, shall be enacted only by the Board of Trustees.

c. Funds shall be withdrawn only from a general reserve account when approved by the Board of Directors and implemented by the Executive Committee.

d. Funds may be withdrawn from a dedicated reserve account for the specific purpose to which dedicated, provided the specific project has first been authorized by the Board of Directors.

e. In a genuine emergency when time-sensitive preventive or restorative action is mandatory, the Executive Committee, by a unanimous vote of all its members, may affect a withdrawal from a dedicated reserve for the specific purpose to which it is dedicated, provided that the act is subsequently reported and justified to the Board of Directors for its after-the-fact authorization.

f. In every case, the actual implementation of a withdrawal from a reserve account shall be ordered by the Executive Committee and recorded in the minutes of its meeting.

D. Supplemental Services:

1. General:

a. This provision governs Supplemental Services that the Federation may make available to associations and unit owners or authorized representative. The cost of Supplemental Services is in addition to all assessment schedules, and will be billed directly to the association or unit owner or authorized representative as appropriate.

b. The Supplemental Services Program shall be operated on the principle that Federation requirements and workloads shall take priority over Supplemental Services followed by Supplemental Services to Associations and then to unit owners. Those requesting services should realize that their work orders will be fitted into and after the employees' schedule of regular work.

2. Requesting Service:

a. Requests for specific services will be processed through the Federation Office on a Federation work order form. Those desiring service may fill out a form and deliver it to the Federation Office, or they may telephone and place their request through the office staff.

b. The Federation Office will arrange for an employee to respond to a work order and upon its completion will compute the costs involved and bill the recipient of the services.

3. Costs & Billings:

a. The rate schedule for all Supplemental Services shall be the actual cost of the materials used, plus a fixed charge for the labor used, and for certain overhead costs. The labor and overhead charges shall be determined periodically by the Executive Committee and shall be published by office personnel. The Supplemental Services Program is self-supporting but not profit-making.

b. Billings will list the materials used and their cost, the charge for labor and overhead, and the total amount due. The bill will be sent directly to the association or unit owner as appropriate and is payable within 15 day of issuance.

4. Services Available:

a. The Supplemental Services Program provides general assistance and handyman services. It will operate on a time-and-materials basis, and any estimates given will be informative only and neither binding nor competitive. The Program is not intended to replace professional craftsmen; major or time-consuming projects will not be attempted, nor any task for which a local commercial craftsman is readily available. For example, the Supplemental Services Program is not available for re-roofing or painting a building, repairing or replacing air conditioners, or repairing TV sets.

b. The crafts and assistance that will be available through Supplemental Services will vary somewhat from time to time as personnel changes occur among the Federation's employees. Some of the skills may not be available at times, but others will be added if workmen with such skills join the work force here. However, employees are not to work on roofs.

c. The skills and services commonly available (when Federation workloads permit) include, but are not necessarily limited to the following:

Grounds

- Trim patio plants & shrubs

- Weed patio areas

- Replace or transplant bushes

- Remove dead or unwanted bushes

- Other miscellaneous yard work

Carpentry

- Install weather stripping

- Repair or replace door trim

- Repair or replace window latches

- Cut off or replace doors

- Replace screens & screening

- Minor paint & touch-up

- Other miscellaneous carpentry work

General Handyman

- Install curtain & drapery rods

- Hang pictures & mirrors

- Moving furniture

- Replace fluorescent tubes

- Set rat poison & rat traps

- Install water run-offs

Install underground drain pipes
Clean out gutters
Other miscellaneous odd jobs

Pressure Cleaning
Docks, Driveways & Walkways

CHAPTER 09 - CONTRACTING, PURCHASING, AND LEASING

A. Contracting: The Executive Committee is authorized to contract and to terminate a contract for the management of BCP, and to delegate to a contractor the right to perform duties and management operations as required.

1. Any contract involving \$10,000 or more shall be processed for approval in the following manner:

a. The Manager shall solicit a minimum of three (3) bids and make a recommendation to the Executive Committee after consultation with the appropriate Vice-Chairperson, the Vice-Chairperson of Finance, and the Chairperson.

b. Any such contract shall be in writing and shall cover the following:

- The contract date;
- Scope of work to include brand, model, color and size of all materials used and the labor to be performed;
- Time is of the essence and the contract will have time lines for the work including a start date and a date for substantial completion;
- The contract price;
- Show the name and address of the contractor and any appropriate state or county license with the license number;
- Contractor's requirement for providing Federation satisfactory proof of workers compensation and liability insurance coverage, including certificates of insurance from its agent together with certificates of workers compensation and liability insurance from any and all subcontractors and employees who are allowed to work on the project;
- Progress payment schedule;
- Warranty covering both work and materials;
- Contractor's obligation to obtain all required permits;
- The contractor's obligation for site cleanup and trash removal and disposal;
- No contract alterations or extra work without a change order signed by the parties;
- Appropriate mediation and arbitration clauses requiring disputes to be resolved by mediation or arbitration to be administered under the rules of an established arbitration/mediation organization;
- Clause allowing Federation to back out of the contract within three days of signing to contract;
- Contract not to be assigned without consent of the Federation Executive Committee;

- All materials shall be of good grade and all labor to be done in a workmanlike manner;
- Correction of rejected work
- Contract to be governed by Florida law.
- Termination of contract for failure to perform;
- Contractor shall covenant to comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority;
- A bid/performance bond where deemed advisable.

c. Contracts shall be specific in stating the obligations of the contractor. Partial payments are to be made as work progresses and in no case shall final payment, a retainage of at least ten (10) percent of the contract price, be made until all work is completed. When the contractor claims to be finished with a project, an itemized punch list shall be compiled. When the items contained on the punch list have been completed in a satisfactory manner, final payment shall be made to the contractor only upon receipt of lien waivers where appropriate, and after inspection and approval by County inspectors where appropriate.

d. All contracts shall be reviewed by the Federation's attorney and appropriate changes negotiated before being presented to the Executive Committee for approval.

e. Following approval at an Executive Committee meeting, all contracts shall be signed by the Manager and the appropriate member of the Executive Committee.

2. Any contract involving less than \$10,000 shall be processed for approval in the manner described above in paragraph A.1. except that the process can be less formal and the Manager may sign the contract on behalf of the Federation with the signature of the appropriate member of the Executive Committee, without review by the Federation's attorney.

B. Agreements: The Executive Committee is authorized to enter into employment or retainer agreements, and to contract for services or for maintenance and repair functions which are required in the operation and administration of BCP.

C. Purchase/Leasing Authority: The Executive Committee is authorized to engage directly in management operations, either through the medium of a subsidiary organization formed for the purpose, or through the direct employment of a manager and operating personnel and to purchase or lease administrative, managerial, repair, maintenance, and office supplies, materials, and equipment.

CHAPTER 10- PERSONNEL GUIDELINES

A. Introduction: In accordance with the Operations Manual of the Federation, the Executive Committee is authorized to contract and to terminate contracts for the management of BCP and exercises surveillance over employment agreements. Hiring and termination of all Federation employees, either directly or through the Manager rests with the Chairperson with the approval of the Executive Committee.

B. General Policies

1. The Federation conforms to the Equal Employment Opportunity Laws. It is the policy of BCP that there shall be no discrimination against any person in the hiring process.

2. The Manager will be available to all employees who have constructive ideas, personal problems and/or complaints. Complaints of any nature should be discussed with the Manager and, if not resolved, should be referred by the Manager to the Executive Committee. Any discussion with residents of a derogatory nature will be grounds for immediate dismissal.

3. All Federation employees shall initially be hired on a probationary basis. During the period of probation, employment will be conditional and can be terminated without specific cause or notice during or at the end of the probationary period. The probationary period shall be ninety (90) days.

4. Employee pay rates will be established and administered as defined by the Salary Rate Schedule (SRS). Individual employee pay rates are considered confidential and BCP policy prohibits disclosure by any person having legitimate access to these rates to other employees.

5. No BCP owner or resident (including renters) shall be hired as a paid employee of BCP.

6. The SRS may not be altered, or replaced with any other system without approval of the Board of Trustees.

C. Personnel Classification

1. Federation employees are classified as follows:

Group "A": Manager General Foreman, Office Manager

Group "B" Maintenance & Grounds Employees

2. The BCP Manager will report directly to the Chairperson of the Executive Committee, and can be hired or terminated by the Chairperson with the approval of the Executive Committee. The Chairperson will supervise the activities of the Manager in conjunction with the other members of the Executive Committee in their respective areas of responsibility.

3. The Chairperson of the Executive Committee and the BCP Manager will be involved in the hiring and termination of employment of all other personnel. The Chairperson will advise the Executive Committee of all hiring and terminations. The BCP Manager will supervise all employees.

4. Job Descriptions: Written job descriptions shall exist for all employees of BCP, listing the most important responsibilities in the order of priority. All new hires must read, sign and date a copy of their job descriptions in their initial hiring interview. It shall be the responsibility of the Manager to maintain up-to-date job descriptions for all employees, utilizing individual employee's input and the Manager's knowledge of the job requirements to make recommendations for changes to the Executive Committee. No such changes may be made without the approval of the Executive Committee, and whenever such changes are approved, the affected employee(s) must be counseled regarding the changes and must sign a revised job description containing the changes.

5. Temporary Employees: A temporary employee is one who works a full 40-hour week but is hired for a limited period of time, not to exceed six (6) months, and whose length of service is defined at the time of hiring. Should it be determined that the services of a temporary employee will be required beyond six (6) months, a review will be conducted to insure that the requirement is justified and to evaluate the possible need to make the position full time. Temporary employees will be paid for holidays occurring during their period of employment; however, they will not accrue vacation credits or be eligible for leave of absence, sick leave allowance, or participation in any of the benefit programs except those required by law.

6. Part-time Employees: A part-time employee is one who works less than the regularly scheduled work day or work week, and will be entitled to holiday pay, sick pay, and paid vacations, based on their actual hours worked as a percentage of full-time.

D. Employee Benefits

1. Sick Leave: Group "A" employees, who have completed their probationary periods, will receive up to six (6) paid sick leave days annually. Group "B" employees, who have completed their probationary periods, will receive up to four (4) paid sick days annually. Sick leave pay will be allowed only for an employee who provides proper notification to the office by 9:00 a.m. of the day of the illness. Pay will be the normal day's pay for the individual concerned. The annual allowance of sick leave will be available for use, as necessary, as soon as an employee becomes eligible for the benefit, but cannot be applied retroactively and may not be accumulated beyond the end of the fiscal year. Instead, at the end of the year, employees will be paid one day's pay for each day of unused sick leave. Full days only are allowed. Because sick leave is on a fiscal year basis, new employees are pro-rated from their start-date until the end of the year.

2. Personal Leave: A maximum of two (2) days personal leave will be granted, with pay, to Group A employees within one (1) calendar year. Requests are to be made to the Manager as far in advance as possible. Requests for leave by the Manager are to be made to the Chairperson of the Executive Committee. Full days only are allowed. Each employee may have a day off the week of their birthday.

3. Vacations: The following paid vacation will be granted to employees completing their probationary periods:

- 1 Year employment = 1 week vacation
- 2 Years employment = 2 weeks vacation
- 5 Years employment = 3 weeks vacation
- 10 Years employment = 4 weeks vacation*

* Group "A" employees only

Vacation time will not accumulate and must be utilized during the twelve (12) months immediately following the employee's date of hire anniversary. No pay will be granted in lieu of vacation to which an employee is entitled. A signed vacation request form, with immediate supervisor's concurring signature, will be submitted to the Manager, or by the Manager to the Chairperson of the Executive Committee, at least three weeks in advance of the desired starting date. Vacations must be scheduled and approved by the appropriate supervisor to avoid absences during peak workload periods and absences of more than one worker in maintenance or grounds at a time. Group A employees cannot take four (4) consecutive weeks of vacation time.

4. Holidays: The following will be paid holidays for all regular full-time, part-time and temporary employees as outlined in C above. The specific day of the week is as designated by the Federal Government for particular holidays:

- New Year's Day*
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving (always on a Thursday)
- Thanksgiving Friday
- Christmas Day*

* Early dismissal on Christmas Eve & New Year's Eve may be granted at the discretion of the Manager

5. Life/health Insurance: The Federation's Health Insurance program shall be available to all full-time permanent employees. The Federation will pay 80% of the cost and the employee will pay 20%. The employee is solely responsible for spouse/dependent coverage.

6. Bereavement Leave: A maximum of three (3) days bereavement leave with pay to cover necessary absence while involved in funeral arrangements/attendance in cases of immediate family death (i.e. spouse, children, parents, grandparents, or siblings of employee) will be granted to all permanent employees. Such leave shall NOT count against other authorized paid absences.

E. Working Hours

- 1. The normal work week is Monday through Friday, 7:30 am to 4:00

p.m. for support staff and 8:30 a.m. to 5:00 p.m. for office personnel. The support staff employee who is designated to clean the pool on weekends will leave work at 3:00 p.m. on Friday and will return to work for (1) hour over the weekend to clean the pool. That employee may clean the pool on either Saturday or Sunday.

2. Work breaks for support staff are from 10:00 a.m. to 10:15 a.m. and 2:00 p.m. to 2:15 p.m. with one-half hour for lunch from noon to 12:30 p.m. Office personnel will not have defined break times in order to assist residents when necessary and will alternate their lunch times so someone will be in the office at all times during the work day.

F. Remuneration, Reviews, Separations

1. The SRS specifies the pay rates for all employees. The schedule will include the following for each position: MINIMUM RATE, MAXIMUM RATE, and MAXIMUM MERIT INCREASE. The SRS will be adjusted annually by the Executive Committee for the cost of living percentage published for the Social Security Administration. This will be accomplished by adjusting each salary rate by the COLA percentage. All salary actions will become effective on January 1st of each year. Cost of Living and Merit adjustments for all employees will be limited to one salary increase per year.

2. Performance Reviews: The Manager shall review all job descriptions with each EMPLOYEE annually, using the following standards of performance.

"A" RATING: Excellent - employee performs all duties and responsibilities of his/her job description in a highly commendable manner while exhibiting a position attitude and desire to please.

"B" RATING: Good - employee performs all duties and responsibilities of his/her job description in an acceptable manner and has a good attitude and work habits.

"C" RATING: Fair- employee's performance meets minimal standards in work habits and/or attendance, etc. May be recommended for a salary increase provided satisfactory improvement is shown in the three months immediately following review.

"D" RATING: Unsatisfactory - employee fails to meet minimal standards for the position for which hired and has a poor attitude towards job/supervisor. Has shown no inclination to improve work habits, increase knowledge of the job and/or improve attitude. Normally this rating will have been preceded by supervisory admonishments with a written copy in the personnel file; and if these have not prompted employee's effort to improve, should result in termination.

3. Dismissals: When an employee is dismissed for unsatisfactory performance, pay in lieu of notice will be given as noted below:

Group A: One (1) month's pay (173.33 hours)

Group B: Two (2) weeks pay (80 hours)

4. Resignation: Employees are free to terminate employment with a minimum of two (2) weeks notice. The intention to resign should be made known as far in advance as possible to insure minimum of interruption in normal operations. Written resignations must be received before the final pay check can be released.

5. Personnel Files: A personnel record for each employee shall be maintained and kept on file in the Administration office. These files are open only to authorized supervisory personnel. Included in an employee's personnel file should be an employment application, insurance information and claims, performance reviews, references, corrective interviews if necessary, and other pertinent information that might be valuable for evaluating the employee for possible promotion, for the basis of wage increases, for establishing grounds for termination, and for future employer reference. Reference inquiries about present employees must be in writing. Information is to be released ONLY with the prior consent of the employee, limited to furnishing salary data, job title, home address, phone number, and dates of employment. Consent of a former employee is not necessary for the release of the following information: employment dates, job title, and eligibility for re-employment, productive ability and attendance rating, pay rate at time of termination, date and reason for terminating the employee.

G. Rules of Conduct and Discipline

1. Causes for immediate dismissal (pay limited to time worked) include but are not limited to the following:

- a. Refusal to perform assigned or directed duties.
- b. Repeated instances of loafing on the job, or shoddy workmanship.
- c. Drunkenness or drinking of alcoholic beverages on the job, or use of, or being under the influence of any illegal drug on the job.
- d. Repeated instances of insolence to supervisors, Federation officers or Association officers, residents or visitors.
- e. Stealing or misappropriation of BCP or resident's property or equipment.
- f. Chronic absenteeism.
- g. Fighting or any physical assault or battery of any kind, on any supervisor, employee, Federation or Association officer, resident or visitor.
- h. Unauthorized entry into any resident's apartment, except in the case of an emergency.
- i. Discussions by employees of a derogatory nature against BCP management with residents or visitors.

2. Disciplinary Action: Suspension of a day and up to a maximum of one (1) week without pay is permissible short of dismissal for any incidences of unsatisfactory performance.

3. Accepting of Gratuities: No employee shall SOLICIT gifts, commissions, gratuities, entertainment, loans or other remunerations from a resident, vendor or contractor doing business with the Federation or a BCP

Condominium Association.

H. Hurricane Preparedness

1. Our primary concern is for employee safety at all times. This is particularly important if a hurricane evacuation is ordered during working hours. The following procedures will be implemented by the manager conferring with the Chairperson, or another officer if the Chairperson is not available.

2. Procedures:

a. The computer and other important data will be moved by Federation employees to a designated area on the third floor of Condo One and will be covered to prevent water damage.

b. All Federation buildings, including clubhouses and maintenance yard sheds, will be secured and thermostats, lights, pool pumps, locks, etc. will be set as they are on weekends.

c. The guard house will be secured LAST, after setting all electric and manual gates in the "OPEN" position, This will permit access by emergency vehicles, Florida Power, etc. if necessary.

d. Any questions should be referred to the Manager who shall confer with the Chairperson or another member of the Executive Committee

CHAPTER 11 - STANDARD MEETING PROCEDURES

A. This document contains the standard meeting procedures to be followed by the Executive Committee during its meetings.

B. These procedures contain a proposed Order of Business that may be followed at each meeting and covers the basic forms appropriate for a meeting. The forms should be prepared in advance by BCP office personnel.

1. Order of Business:

- a. Opening Ceremonies or Exercises (optional)
- b. Roll Call (optional)
- c. Reading and Approval of Minutes
- d. Current Calendar (disposes of routine and non controversial items of business) (optional)
- e. Reports of Officers, Boards, and Standing Committees
- f. Reports of Special Committees (Select or Ad Hoc)
- g. Special Orders
- h. Unfinished Business and General Orders
- i. New Business
- j. Good of the Order; General Good and Welfare; or Open Forum (optional)
- k. Announcements (optional)
- l Program (talks, film, other presentation of cultural or civic nature (optional)
- m. Adjournment (by motion at any time)

2. Reports/Documents: Twenty four (24) hours In advance of scheduled meetings, .BCP office personnel will assemble and prepare reports and other documentation as needed for the conduct of all meetings. The basic reports and documents used at meetings shall include, but not be limited to the following:

- a. Notice and dissemination of notice of meeting
- b. Meeting agenda including an order of business
- c. Roll call record
- d. Minutes of previous meeting
- e. Fiscal report
- f. Other committee reports
- g Correspondence, outlines, and presentations

CHAPTER 12 - DISPUTE CONCILATION PROCEDURES

A. Condominium living frequently gathers individuals and families with diverse backgrounds into small, possibly densely-populated physical areas. Just as exists in any municipality to maintain order and a quality of life, rules of conduct has been established and shall be enforced. While most people prefer to live in a peaceful, non-controversial environment, occasionally conflicts develop. Reasons may be many - failure to read documents or rules, forgot or overlooked them, did not understand them, or did not control their household members, pets or guests.

B. It is the obligation of the Federation and the responsibility of each individual Association board of directors to promote health and happiness of unit owners and residents, and to protect their rights and property values. There are written publications that provide procedures for living in a condominium environment. They include:

1. Association Declaration of Condominium
2. Association Articles of Incorporation and By-Laws
3. Federation Articles of Incorporation and By-Laws
4. BCP Rules and Regulations

C. These written publications provide Associations and the Federation the capability of preserving the continuity and character of the community. This cannot be accomplished without an enforcement capability. Therefore, this chapter establishes and provides guidelines for the Federation Dispute Conciliation Committee, hereinafter referred to as "The Committee".

D. The Committee shall consist of five (5) BCP owner residents. No committee member may hold any office or serve on any condominium association or Federation board. Members will be selected by the Chairperson of the Federation Executive Committee with the approval of the Board of Trustees.

E. The Committee will be responsible only to the Chairperson of the Executive Committee and will accept assignments only from The Chairperson. The Committee will respond primarily to issues between an Association or Associations and the Federation, or between two or more Associations, or within an individual Association when requested to do so.

F. The Committee will respond only to written complaints declaring:

1. Dates, times, places and nature of complaint or dispute;
2. Names of all individuals involved in the dispute or witnesses to the dispute.

G. Procedures will include notifying the _ offending party or parties

pointing out those elements of the Condo Documents that were allegedly violated and call for voluntary compliance.

H. The Committee will conduct dispute and conciliation procedures in a timely and uniform manner to include periodic reporting in writing to the Executive Committee on a case-by-case basis and follow-up to ensure continued compliance.

I In the event of a failure to resolve any controversy or claim arising out of or related to the interpretation, the breach, and/or the enforcement of the Federation's Articles of Incorporation, and Federation By-Laws, Federation rules and regulations, including any and all subsequent changes thereto, or a written complaint of an owner, a resident, or any condominium association shall first be heard by the Executive Committee, and in absence of an agreement by the parties, an appeal can be made to the Board of Trustees. If the Board of Trustees fails to resolve the controversy satisfactorily to the parties, such controversy shall be settled by binding arbitration in Pinellas County, Florida. Such arbitration shall be administered by the American Arbitration Association in accordance with its Med-Arb Rules, and a judgment on the award may be entered in any court of competent jurisdiction.

J. A sample letter of violation notification is attached

SAMPLE LETTER

THE FEDERATION OF BOCA CIEGA POINT CONDOMINIUMS, INC.

St. Petersburg, Florida 33708

A 55 and Older Community

Current Date

Mr. John Doe
255 Boca Ciega Point Boulevard North
St. Petersburg, Florida 33708

Dear Mr. Doe:

The Condominium Documents governing the Boca Ciega Point Community and its residents require that each owner, resident, and guest comply with the BCP Rules ad Regulations and the Association and Federation Condo Documents.

Article _____ prohibits _____. It has been reported that you have been _____ in violation of said document.

This letter shall serve as formal notification of a violation of the said document. The board requests that any violation cease immediately. If the violation is not corrected within _____ days from the date of this correspondence the board may commence with formal procedures. Any questions or desired response must be submitted in writing to the Association/Federation.

Respectfully,

The Federation of Boca Ciega Point Condominium, Inc.

By _____

CHAPTER 13- COMMUNITY FACILITIES

A. The Federation is the limited agent of the Condominium Associations for all matters pertaining to the recreational facilities and properties subject to the BCP Community Facility Lease, and the common grounds, walks, private streets, and utility easements of BCP, and shall maintain all such common grounds and recreation facilities.

B. The Federation may acquire memberships, leaseholds, or other possessory interests in any lands or facilities intended to provide for the enjoyment, recreation, or other use or benefit of the Condominium Associations and their unit owners.

CHAPTER 14 - SERVICE AGREEMENT

A copy of a Standard Service Agreement with exhibit, which is a stand-alone document between the Federation and the associations, is shown below.

SERVICE AGREEMENT

THIS AGREEMENT made and entered into by and between FEDERATION OF BOCA CIEGA POINT CONDOMINIUMS, INC., a Florida not -for-profit corporation, hereinafter referred to as the "Federation " and each of the nineteen (19) BOCA CIEGA POINT EAST CONDOMINIUM CORPORATIONS, hereinafter referred to as the "Associations",

WITNESSETH:

WHEREAS, the parties in compliance with the applicable provisions of the Florida Condominium Act, and subsequent amendments, and

WHEREAS, it is the intention of the parties hereto that the real property belonging to said Associations qualify for the exemption to the Fair Housing Act of 1988 for older persons as defined in Section 807 (6)(2)(C) of said Act and be held out to the public as housing for persons 55 years and older; and

WHEREAS, the Federation has been authorized by the respective Associations to perform certain obligations for the respective Associations as provided for in this Service Agreement; and

NOW, THEREFORE, it is agreed;

1. The Federation in accordance with the terms of this agreement is authorized and empowered by the respective associations to undertake or arrange for the undertaking of those certain functions, activities, and other related responsibilities for and on behalf of the associations which are more particularly described in Exhibit 1 attached hereto and made a part hereof.

2. In consideration of the rendering of the aforesaid services, the associations agree to compensate the Federation by payment to the Federation no less than annually a sum that shall not exceed the cost of rendering such services. That cost shall be determined and charged to the associations in accordance with the procedures set forth in the Federation By-Laws entitled "Cost and Expense Distribution." Each association accepts as a corporate commitment the costs and expenses arising as a result of this Agreement.

3. The associations by this document delegate to the Federation all of

their duties and responsibilities that are contained in their respective Community Facility lease and empower the Federation to perform those duties and responsibilities on behalf of each association.

4. The Federation may respond to issues involving any controversy or claim arising out of the interpretation, the breach, and/or the enforcement of the Federation's Articles of Incorporation, the Federation By-Laws, Federation Rules and Regulations, and this Operations Manual including any and all subsequent changes thereto, or a written complaint of an owner, a resident, or any condominium association.

5. Should any dispute arise with respect to the interpretation or performance of this Agreement the same shall be resolved pursuant to Chapter 12 of this manual.

6. This Agreement, when fully executed by all of the parties hereto, shall become effective on the date when signed and dated by the Federation's representative.

WHEREFORE, this Agreement is made in multiple copies, each of which shall be deemed an original and shall be signed by each association's primary delegate.

Association 1

Association 2

Association 3

Association 4

Association 5

Association 6

Association 7

Association 8

Association 9

Association 10

Association 11

Association 12

Association 13

Association 14

Association 15

Association 16

Association 17

Association 18

Association 19

Federation/Date

EXHIBIT 1
TO
SERVICE AGREEMENT

1. The Federation is authorized to contract for and provide the following services to the Associations:

a. Trash removal services.

b. Sprinkler system operation, maintenance, and repair.

c. Water and sewer services, but not including the maintenance and repair of the water and sewer lines on the Association's common elements unless the line serves some other Association or some element of the Community Facilities.

d. Grounds care and upkeep for the lawns, shrubs, and trees on the common elements on the street side of the Associations' building or buildings, and in the area between the Associations' building or buildings and any adjoining building or element of the Community Facilities ; but not including flowers, nor special or intensive plantings, nor exotic or special plantings requiring extra or special care.

e. TV cable system and subsequent technical advancements , and operation, maintenance, and repair thereof.

2. The Federation, in consultation with the officials or board of directors of the Associations, shall purchase insurance for the Federation, and shall assist Associations, when requested, to act on behalf of the Associations in arranging for, implementing, and administering programs in the following areas:

a. Fire, flood, multi-peril fidelity, and liability insurance for the Associations, including D & O coverage for Association officers and directors.

b. When requested by an Association, and in cooperation with that Association, receive, distribute, and deposit payments by individual unit owners of charges and assessments levied on them by the Association; except that, in the event of an error, default, or delinquency, the Federation shall only notify the Association of the facts, and the Association shall be solely responsible for action to correct the error or to collect the monies due.

c. Any conflict or controversy arises out of or as a result of actions taken pursuant to the terms of the Service Agreement or any Exhibit to the Service Agreement shall be resolved in accordance with Chapter 12 of this manual.

CHAPTER15 – RULES AND REGULATIONS

PREFACE

Condominium living is much like living in a small gated community. Within a small geographic area, we have 365 family units, and at any given time, about 500 to 600 residents and guests. Just as there are laws in any small community which must be enforced, the activities of our small community must be subject to enforceable controls to ensure the rights and safeties of residents are not impinged upon. Thus, it is necessary for the establishment and enforcement of rules and regulations. The BCP Federation will enforce these rules and regulations by all legal means.

The primary responsibility for ensuring good order and stability at BCP rests with THE ASSOCIATION BOARDS OF DIRECTORS and THE FEDERATION EXECUTIVE BOARD who are charged with enforcing our condominium documents and ensuring property security, traffic and parking controls, use of facilities and the many activities we all enjoy.

In our gated area, it is essential that all residents contribute to the maintenance of order, safety and protection of our facilities, particularly as it pertains to vandalism, theft and damage.

The following rules and regulations are the basis for appropriate conduct among residents AND THEIR GUESTS. They are taken from existing documents and are not intended to supersede condo documents, but rather, to augment and summarize them.

Over time, changes in these rules and regulations might become necessary. Thus, residents are encouraged to offer recommendations to their Boards of Directors for consideration of inclusion in future editions of this manual, or for changes in this edition.

Throughout this document, reference is made to "guests" of residents, with frequent mention being made to residents being responsible for their guests, particularly as it pertains to abuse of and damage to facilities. It has been noted that much of the vandalism at BCP has been directly traced to unsupervised guests.

It is essential to make clear the BCP policy regarding guests. A guest at BCP is normally considered a relative or close family friend of a BCP resident, and said guest is expected to visit for a period of more than several hours, normally encompassing an overnight period. Except in unusual cases, guests are expected to be visitors from outside the immediate geographical area, that is, from outside Pinellas County. Friends of residents who reside locally may visit BCP as guests and use the facilities at BCP ONLY WHEN

ACCOMPANIED BY THE RESIDENT and the resident assumes full responsibility for the guest to ensure compliance with all BCP rules and regulations. Any noted serious violations will result in the guest being permanently barred from BCP

A Introduction:

1. Description of Properties (Community Facilities and Common Areas): Boca Ciega Point (BCP) consists of 365 housing units (apartments and villas), grouped in 19 Condominium Associations. Each individual apartment or unit owner is responsible for the property which lies within the perimeter walls, floors and ceilings, to include front and rear patios, whether enclosed or not, where they exist. Beyond these areas is the property known as association common elements which extend from individual unit owner's patio to the sidewalk, roadway, or defined association property line where there are no sidewalks. Beyond these areas are those elements referred to as Community Facilities which include roadways and recreational facilities which may be contiguous to, but not within the associations' common elements.

2. Responsibilities/Roles of Individual Unit Owners, Associations and Federation:

a. Each association is managed by a Board of four Directors elected by unit owners. This Board manages the association's common elements, resolves conflicts between individual unit owners, and insures compliance with condo documents, individual association by-laws, rules and regulations, and Florida Statute 718.

b. Two directors from each association are elected to be Primary and Alternate Delegates representing associations as Federation Trustees, forming the Federation Board of Trustees. From their numbers, six are elected to serve as the Executive Committee of the Federation. These individuals are Chairperson and Vice Chairmen of the Federation. The Federation serves as the central, unifying organization to provide efficient and effective operations on behalf of the 19 Associations. The Federation serves as a consulting and advisory body in resolving conflicts or disagreements regarding the common elements involving more than one of the associations, and may mediate such matters.

c. While each individual unit owner is responsible for the maintenance of his/her unit, each association is responsible for the maintenance of common elements. Associations may use a variety of methods to accomplish this goal from maintaining reserve funds for major common repairs (roof replacements, exterior painting, etc.) to assessing each unit owner for such repairs.

d. Similarly, the Federation budgets for those expenses which are common to several or all of the Associations, such as water, sewage, the Management Office, cable TV, trash removal, mowing and spraying, trees and bush trimming, guard service, street and sidewalk repairs, employee salaries and maintenance of recreational facilities. While each association is responsible for maintaining its own common elements, the Federation accomplishes mowing and ground maintenance throughout as a common service to the associations to ensure economic efficiencies and uniformity of appearance.

B. Individual Use and Occupancy (Owners and Renters):

1. BCP is an adult community with units occupied by at least one person 55 years of age or older. Children under the age of 18 years may not reside permanently in these units. They may, however, visit as guests for periods not to exceed 60 days in any 12 month period. Individual units may be rented providing the term of the lease is more than 6 months and 1 day or as amended by individual associations.

2. With safety as a major consideration:

a. Seawall caps must be kept clear of obstructions (including plants) other than water and gutter drain pipes.

b. Flammable, combustible or explosive materials will not be stored in or carried through the interior of any unit.

c. Bird and animal feeding is prohibited.

3. Signs such as "For Sale," construction work signs or other advertising signs are not permitted. Nothing may be hung or displayed on outside walls, and no additions, changes or alterations to the exterior appearance of any portion of any unit will be made without written consent of the association. Any unit owner may, however, display a portable, removable U.S. Flag in a respectful way at any time, or an armed forces flag only on national holidays.

C. Community Facilities and Activities:

1. The Community Facilities at BCP are leased by the 19 associations in accordance with the community facilities lease. The lease specifies that no one under the age of 15 may use these facilities without adult supervision.

2. The recreational facilities include the club houses, swimming pool, golf putting green, pitch and putt golf course, tennis courts, bocci ball court, horse shoe court and shuffleboard court. Responsibility for administering and regulating the facilities, along with the streets, sidewalks, guardhouse and maintenance buildings is delegated annually by the associations to the Federation.

a. Club Houses:

(1) The club houses are to be used for BCP activities. Priorities have been established in order for maximum availability of residents to the buildings. The club houses are not to be used for activities which are of financial benefit to an individual or group of individuals, secret societies, political activities (other than "Town Hall" type meetings), or religious activities. These restrictions are specifically outlined in the Community Facilities Lease.

(2) Priority for use is as follows:

- Official activities of the Federation or an Association.
- Formally scheduled activities of organizations which are open to all residents, such as the Boca's clubs. This includes their fund

raising events such as the Flea Market, Bingo, etc.

- Private use by unit owners. Reservations are required for group or individual activities. Private activities are intended for groups where at least 75% are residents of BCP. However, upon approval of the Executive Committee this requirement can be waived for activities such as a wedding reception, anniversary or birthday parties, or post-memorial gatherings of family and friends of a deceased BCP resident.

(3) When a club house is to be used for a private activity, it is necessary to schedule the time and date in advance with the BCP Office, specifying the desired room or rooms and set-up. Use of other recreational facilities during a private party is not permitted. Cleaning of facilities used is the responsibility of the using party. Cooking in the club houses is prohibited. Trash is to be double bagged and placed beside the door for removal. Thermostats are to be left as indicated on the instruction card. There will be a charge for use of the clubhouses.

(4) All doors will be kept unlocked, and all exits will remain clear and lighted at all times during activities. No smoking is permitted in any indoor facilities. Furniture and equipment will not be removed without the approval of the BCP Manager. Residents and guests will wear shirts and shoes at all times in the club houses. Anyone wearing wet swim suits or other wet attire may not enter the club houses.

(5) Residents are responsible for the conduct of guests who are using club house facilities. Residents are responsible for any damages caused by their guests to insure the club houses are kept in the best possible condition. Misuse of these facilities should be reported to the BCP Office or when after hours, to the gate guard.

b. Swimming Pool: There is no lifeguard on duty at the swimming pool!!!
Rules regarding use of the pool are posted. Please read and follow them. These rules exist for health and safety reasons:

(1) A shower must be taken at the pool shower facility before entering the pool and after using suntan lotion.

(2) Persons with cuts, sores or open wounds are not to use the pool.

(3) Children who are not toilet trained or diapered babies, including swim diapers are never allowed in the pool.

(4) Food is not permitted at the pool.

(5) Only non-breakable beverage containers may be used. Beverages are not to be consumed in the pool or within a 4-foot perimeter of the pool edge.

(6) Running in the pool area or jumping or diving into the pool is prohibited.

(7) Floats, commonly called "noodles," and water wings are the only floatation devices permitted in the pool. Balls and pool toys are not permitted in the pool area.

(8) No pets are permitted in the pool area.

(9) Children under age 15 years must always be accompanied by an adult when in the pool area.

(10) Radios and other audio devices may only be used with ear buds in the pool area/

c. Putting Green/Pitch and Putt: The usual rules of golf courtesy and consideration for the rights of others apply while on these two courses. Flat shoes are to be worn. These areas are to be used for golf only. No other games are allowed. No pets are permitted on either course. Children under the age of 15 must always be accompanied by an adult when on the putting green/pitch and putt course.

d. Tennis Courts: The usual rules apply. Courtesy and consideration of other players should be observed. Smooth soled tennis shoes must be worn to protect the surface of the courts. No chairs or equipment may be brought into the court area. When others are waiting, singles play is not permitted, and only one set (maximum of 12 games) plus tie breaker may be played. Use of courts is for residents and guests only. No one under the age of 15 may play unless accompanied by an adult.

e. Bocce ball, Shuffleboard and Horseshoe Courts: Usual rules apply to these games. Limit play to one game when others are waiting. The shuffleboard and bocce equipment are kept in an exterior cabinet on the east side of the poolside club house and shall be returned after use to the same location. Bocce and shuffleboard courts will not be used for any purpose other than those games. As previously mentioned, the Community Facility Lease prohibits anyone under the age of 15 from using these facilities unless supervised by an adult.

f. Pool Table: Usual rules apply to the use of this table. When people are waiting, limit use to one game. Report any damage to the BCP Manager. Once again, no one under the age of 15 may use these facilities without adult supervision.

g. Exercise and Fitness Center:

(1) The Exercise and Fitness Center is located in the Bayside Club House. The Center is open from 7:00 AM to 10:00 PM seven days a week and may be used by residents and their guests. No one under the age of 15 will be permitted to use the equipment in the Center unless accompanied by an adult, as required in our Community Facility Lease.

(2) Persons using the equipment in the center do so at their own risk! Reports of damage or non-operating equipment will be made to the BCP Manager.

(3) Appropriate attire is required. At a minimum, rubber soled shoes, shorts and tops will be worn by males and females. No bathing suits, wet or otherwise will be permitted. No food or beverages will be permitted in the room except for water in plastic bottles with screw-on tops.

D. Traffic Control and Parking:

1. Speed limit at BCP is 19 miles per hour
2. No trucks over 45 feet are permitted at BCP!

3. Traffic Control:

a. Rules for traffic control by the State of Florida shall apply at BCP. These rules will be enforced by all legal means. Traffic rules apply to motor vehicles, bicycles, motorcycles, mopeds and motor scooters. Florida Law requires that you keep right where there are median strips, dividers or traffic circles. This is especially required on the South Boulevard in the vicinity of the tennis courts and on North Boulevard at the area of the island in the middle of the road. In both locations, you must keep right. Do not skirt the median or island as a short cut to a driveway.

b. Bicycles must be ridden on the right hand side of the road. In accordance with Florida Department of Transportation rules, bicycles must be lighted front and rear when ridden after dark.

c. Roller blading is permitted at BCP only in streets. Roller Bladers may not skate on sidewalks. Skate boarding is not permitted anywhere within the confines of BCP.

d. Privately owned golf carts, motor scooters, Segways and similar vehicles may be operated at BCP and should be driven on roadways, but must not impede motor vehicle traffic and should always keep to the right side of the road. Pedestrians will have the right of way. When operated after dark, golf carts must have lights front and rear. When not in use these vehicles must be stored out of sight in garages or courtyards. Golf cart owners should carry adequate insurance including liability and property damage coverage. The above rules apply to handicap scooters and wheelchairs, except that these devices should be operated on sidewalks whenever possible because of their smaller size and slower speed.

4. Parking, General

a. Vehicle types and styles change constantly. Vehicles designated as "passenger vehicles" include sedans, station wagons, vans, jeeps, pick-up trucks and sport utility vehicles (SUVs). The term "passenger vehicle," as used herein, does not include motor homes, campers, oversized vans, large work trucks or any commercially marked vehicles. Vehicles too large to fit in a garage will not be considered a passenger vehicle. Those vehicles too large to fit into garages, and towed vehicles (campers, pop-ups, boats on trailers, etc.) must be parked or stored outside BCP except as addressed in the "Temporary Parking" section.

b. When parking on the street, consider your neighbors. Do not park directly opposite another parked vehicle which could result in restricting traffic. Always park in the direction of traffic flow. Do not park in areas signified as "No Parking" by signs and/or yellow striping.

5. Prohibited Parking: -

a. No vehicle may park on a sidewalk or obstruct a sidewalk. Do not park over grates or adjacent to fire hydrants.

b. Overnight parking on streets is prohibited. No vehicle may be parked on streets between the hours of 2:00 AM. and 5:00 AM.

c. Vehicles containing commercial markings must be parked within a closed garage between 7:00 P.M. and 7:00 AM. Such commercially marked vehicles should be parked in a closed garage during daylight hours.

d. Motorcycles, motor scooters and mopeds must be garaged or stored out of sight at all times when not in use. Noise from such vehicles must be minimized.

e. Association-owned parking areas are for unit owners and guests of that Association only. See "private parking areas" appendix for a list of those locations.

6. Bar Codes, and Passes:-

a. All vehicles operating at BCP must have one of several identification features. These include bar codes, annual visitor passes and daily passes. Any vehicle located at BCP lacking at least one of these identification features will be towed from the facility at the owner's expense.

b. Vehicle bar code stickers are furnished by the BCP Manager for two vehicles per unit. If additional resident-owned vehicles need bar codes, a letter justifying the need must be approved by the BCP Manager. Bar codes will be displayed on the rear right vehicle window. The BCP Manager will, upon request, affix the bar code in order to insure it is in the appropriate location to be scanned.

c. Visitors will be admitted only when permission is given by a resident either in advance or in response to a call from the guard. When granted entry by the guard, the driver will be given a "daily pass" which must be displayed on the driver's side of the dashboard in such manner so that the unit being visited can be seen. All visitors, to include operators of service vehicles conducting business at BCP must abide by the speed limit and parking regulations. Residents are responsible for advising service personnel and guests of these regulations. Repeated violations of BCP traffic or parking regulations will result in denial of future entry to BCP.

d. All other visitors will be admitted only when permission is given by a resident either in advance or in response to a call from the guard. All visitors, to include operators of service vehicles conducting business at BCP must abide by the speed limit and parking regulations. Residents are responsible for advising service personnel and guests of these regulations. Repeated violations of BCP traffic or parking regulations will result in denial of future entry to BCP.

7. Temporary Parking, Oversized and Towed Vehicles: Those vehicles too large to fit into your garage, or towed vehicles must be parked or stored outside BCP. However, such vehicles may be parked in a resident's driveway or on the street for periods not to exceed four hours. Such vehicles may be parked on a temporary basis, not to exceed three nights, in the temporary parking spaces west of the putting green. At no time will any such vehicles be used to house individuals or pets while parked at BCP. While parking in the temporary parking area, you must notify the BCP Manager.

8. Private Parking Areas: Parking areas which are privately owned by some Associations are restricted parking to that Association only. These areas are maintained by these Associations for the use of their owners/occupants/guests only. These areas may or may not be posted with restricted parking signs. Neighbors and visitors are requested to respect the owners' priority privileges to these areas. These private areas are as follows:

Condo 1 - Parking areas on the north and south sides of BCP Boulevard up to the entrance to the club house and immediately in front of Building One.

Condo 9 and 12 - Paved area at the southwest end of BCP Boulevard South, between the buildings.

Condo 15 - Paved area at the northwest end of BCP Boulevard North, between Condos 15 and 16.

Condo 4 - Parking area on the south side of BCP Boulevard South, in front of Condo 4.

Condos 7 and 11 - South side of BCP Boulevard

E. Pets

1. General:

a. The ownership of pets at BCP is governed by paragraph 10.3 of each association's Declaration of Condominium documents. Residents who avail themselves of the privilege of owning pets are responsible to see that no actions of their pets create a nuisance for any other resident.

b. Pets must be on a leash and under the control of a responsible person whenever outside the confines of an apartment or patio. Pets are not allowed in or on any of the recreational facilities. There are no designated "pet areas" in BCP; therefore, all pet droppings must be cleaned up immediately and disposed of in an appropriate manner, not in the water channels, storm drains, catch basins or any of our public ashtrays.

c. Pet vocalizing can create disturbances. Controlling and minimizing the volume and protracted time of sounds from pets is the owner's direct responsibility

2. Visiting Pets: If the individual association allows pets and allows guest pets, guests may bring their pets into BCP. However, the pets must be small (according to association's rules), and the time period will not exceed one week unless specifically approved by the Association Board of Directors. Unit owners are responsible for actions of visiting pets and are responsible for enforcing all pet rules.

F. Appearance and Privacy:

1. Maintaining an Attractive Appearance:

a. Trash should be put out in the early hours of the morning of pick-up, but if you must put it out the night before, do not put it out before 5:00 P.M. Trash should be in a closed container or a sturdy plastic bag. To the extent possible, do not block sidewalks. Sidewalks must be kept clear to allow safe passage of walkers; therefore, place your trash containers or bags on the grass or in the swale between the sidewalk and the street. Do not include in your trash any household chemicals or cleaning supplies, oil, paint, fluorescent bulbs, batteries, fire extinguishers, propane tanks, and any electronic equipment. Information on the disposal of any of these items is available in the BCP office. BCP residents are encouraged to participate in Pinellas County recycling programs and to the extent possible transport plastic bottles, newspapers, cardboard, magazines, aluminum cans to a drop off recycling center.

b. If necessary, arrange for a neighbor to put out or bring in trash cans

and newspapers If you see your neighbor's trash can or newspaper out past noon, check on your neighbor.

c. Garage doors should be kept closed at all times to the extent possible.

2. Respect Privacy:

a. Flagpole and sailboat lines should be tied to eliminate noise.

b. Unless absolutely necessary, do not use seawalls as walkways.

c. All docks behind units are private.

d. Outside workmen may not begin work before 8:00 A.M.

e. Control the volume of your TV, radio or stereo.

f. Do not feed birds or animals.

3. Management Office Functions and Services: The BCP Management Office acts as a point of contact and interface with the Federation, the association Boards of Directors, and the residents of BCP. This office also serves as the point of contact for inquiries from outside BCP. This includes the validation of real estate agents. Principal among the many functions of this office is the collection and accounting for maintenance fees from residents and distributing the funds accordingly, and the coordination of the operations of community facilities. Specific responsibilities include:

a. Overseeing Federation Service Agreements. These include the Guard Force, electric power, cable TV, trash collection and other contracts into which the Federation may enter.

b. Ensure the cleaning and maintenance of facilities (pool, club houses, etc.).

c. Maintaining liaison with the company that provides Guard Force services and responding to complaints about the Guard Force.

d. Issuing bar codes and visitor passes.

e. Monitoring and controlling the Federation's temporary parking areas.

f. Coordinating the use of the club houses.

g. Operating the Community TV Channel.

h. Regulate the use of any Federation vehicle including road licensed vehicles and golf carts.

4. Building Maintenance: The Building Maintenance Staff is responsible for all maintenance of Federation buildings and facilities with the exception of those items for which the Grounds Maintenance Staff is responsible (bushes, trees, etc.). This includes, but is not limited to, repair and maintenance of the club house facilities, maintenance of area buildings, swimming pool area, irrigation pumps, sprinkler system, and supporting the Supplemental Services program.

5. Grounds Maintenance: The Grounds Maintenance Staff is responsible for all common area grounds maintenance with the exception of

mowing. This includes, but is not limited to, care and trimming of bushes and trees, and the removal of dead plants and shrubs. On certain rare occasions (following severe storms or frosts), outside contractors may be employed to assist in grounds maintenance.

6. Supplemental Services: For a fee, the Supplemental Services Program is available to associations and residents to provide general assistance and handyman services when scheduled work allows. The Management Office will provide fee schedules upon request. Billing is handled between the association or the resident who requested the services, and the Management Office. Priorities for services are Federation first, then on a first-come-first-served basis and the availability of the skills of the various Maintenance Staff personnel. Types of services available include:

a. Grounds care to include trimming, weeding, replacement and removal of dead plants and bushes which are the responsibility of the associations or residents.

b. Carpentry, to include weather stripping, door repairs, screen and window repairs, minor painting and touch up.

c. General handyman, to include hanging of pictures, mirrors or draperies, lighting replacement, installation of water run-offs or drain pipes, and the moving about of furniture inside residences.

d. Pressure cleaning of driveways, walkways and docks.

G. Emergency Procedures: Common causes of fire in BCP are electrical, cooking and careless smoking. Check electrical appliances frequently. Use care around stoves and extreme caution when smoking. Be sure your smoke detectors and fire extinguishers are functioning properly. Pre-plan an evacuation route for each area of your unit.

1. In Case of Fire:

a. Get everyone out. Most casualties are the result of smoke inhalation and carbon monoxide gases, not from burns.

b. Call for help. Phone 911 and report the fire. The Fire Department is only minutes away.

c. If practical, minimize damage by sealing off the area.

2. Accidents/Illness:

a. Phone 911. Ambulance and Paramedic service is only moments away.

b. Notify neighbors.

3. Security Problems/Disturbances: Security problems, disturbances and all unusual or potentially dangerous matters should be reported by residents to the BCP Office, an Association Director, or the guard on duty. The nature of the report will not be divulged to anyone else. It will be the responsibility of the BCP Management, including the guard, to handle the situation.

4. Emergency Repairs:

a. Report damage to an Association Director. Do not authorize any repairs to your building; this is the association's responsibility.

b. Effect temporary measures to protect property and minimize damage. Turn off utilities if appropriate to the problem.

5. Hurricanes/Tropical Storms:

a. If you live at BCP during the hurricane season (June 1 through November 30), you should make advance preparations. Pre-plan where you will go, how you will get there and what you will take with you. Gas-up your vehicle in advance.

b. Secure your unit. Bring patio furniture, plants and other items which could become projectiles in heavy winds inside your unit. Secure boats, turn off water at the main valve, and turn off all electricity except refrigerators and freezers. Lock your unit.

c. Keep informed by radio, TV, phone and local newspaper. Obtain and keep published hurricane guides.

d. Residents should follow evacuation recommendations of police and fire agencies. If a resident elects to ignore evacuation instructions, there will be no staff at BCP to assist the resident.

e. You should designate someone to help store patio furniture, flower pots, and anything that could be a potential hazard during a hurricane.

f. Residents should mark front doors upon evacuation to assist emergency personnel in coordinating evacuation.

CHAPTER 16 - FEDERATION POLICIES

A. Federation Responsibilities for Plantings

1. The Federation has overall responsibility for the Community Facilities and for the streets, walks, and utility easements of Boca Ciega Point. In certain other areas, the Federation's role is to maintain the lawns, shrubs, and trees already there, but this role is limited to the areas on the street side and along the ends of the condo buildings. In addition, the Federation has agreed to maintain the grass around Building 1, along the brick wall behind Condo 18, and along the fences beside and behind Condo 19. It is not responsible for special plants, shrubs, and flowers planted in such areas by various residents.

2. Note that the Federation's role is to maintain the lawns, shrubs, and trees, in certain areas. It is not responsible for redecorating an association's property. Nor can the Federation endure an endless expansion of the number, size and complexity of the plantings that it is to maintain. Therefore, in such matters, the following policies apply:

a. Plantings in the back of condo buildings and along the seawalls must be cared for by the individual unit-owner or resident. The areas of the common elements behind Buildings 1, 2900, 3000, 3100, 3200, and 3300 shall be treated like the waterfront areas of the other buildings.

b. The owners of units at the ends of a condo building should refrain from installing dense growths or exotic plants requiring frequent or special care. If a resident decides to expand the plantings along the end of his building, the beds should be enclosed in a continuous order of popcorn brick or similar materials set 30" from the building. In such cases, the unit-owner and his successors shall be responsible for the care and replacement of the new plantings.

c. The forgoing policies apply to memorials as well as to other plantings. The maintenance and replacement of any memorial is the responsibility of those who installed it. In addition, those who wish to install a memorial must have the formal prior approval of the landowner involved - that is, the association in the case of the common elements, and the Federation in the case of the Community Facilities and the utility easements.

d. Fertilizing, and spraying for pest or disease control will be provided by the grounds crew for grass, trees, or shrubs outside the patio, but not for flower beds or private areas such as the street-side patio itself. Fertilization and spraying will be provided when such treatment has been scheduled by the Federation for adjacent areas.

e. The areas outside the patio walls belong to each condo as part of its common elements. Therefore, any major modification of the plantings in such areas must first have the consent and approval of the condo's board of directors, because that board bears the legal responsibility and control of the appearance and upkeep of the condo's common elements.

f. The condition and appearance of the residential buildings, plantings, and exterior appurtenances of each condo materially affects property values throughout Boca Ciega Point, and they can affect the health, safety, and

personal enjoyment of the unit-owners.

g. The removal or transplanting of trees, shrubs, and other plantings can be arranged by the responsible resident through the Federation's Supplemental Services Program. The resident must first obtain the consent and approval of his condo's board of directors for any material change or alteration in the condition or appearance of the condo's common elements.

3. To summarize, the Federation will maintain the lawns, shrubs, and trees along the ends and on the street sides of the condo buildings. The BCP Grounds Crew will not prune trees, weed, fertilize, spray, or mow in back of the buildings because the Federation is not responsible for that work. If any associations or residents are unable to take care of their plantings, they may arrange for the work through the Federation's Supplemental Services program, or they may hire an outside individual to do it.

B. Realtors Procedures in Unit sales & Rentals

1. Boca Ciega Point rules provide that the guards may admit only those non-residents who have entry permits or who have received specific admission approval from a resident. Real estate agents are not entitled to automatic entry into Boca Ciega Point. Real estate agents may be granted entry into Boca Ciega Point by one of the following three methods:

a. By showing their real estate business card.

b. By specific authorization given to the guard by the unit-owner in the same manner as for any other visitor. That is, the unit-owner can phone the guard to give advance notice of the realtor's arrival, or the guard can phone the unit-owner for entry authorization when a realtor arrives at the gate requesting entrance.

c. By specific authorization from a condo officer or from another BCP resident who will be responsible for the visitor and who has agreed to assume this responsibility on behalf of the unit-owner involved. That is, an absent or out-of-town unit-owner, or the personal representative of an estate, can make arrangements with the president or director of the association, or with any other willing resident, to act on the unit owner's behalf in the manner described in (2) above. If such arrangements are made and are intended to persist, the fact must be registered with the BCP Office so that the Federation will know who is responsible for a visitor if problems or complaints arise, and so that the guards can be told where to phone when a realtor requests entrance to visit the unit in question.

2. Posting Notices about Unit Sales or Rentals: With the advent of full-time guard service, non-residents no longer have ready access to the BCP Office to search the bulletin boards for information about units being offered for sale or rent. The bulletin boards at the BCP Office will continue to be available to unit-owners as before, and a new bulletin board has been installed in the guardhouse where unit-owners can post notices offering their units for sale or rent. Any other items or materials found on the bulletin board will be removed and discarded. The following applies to the use of this new bulletin board:

a. Non-residents who inquire of the guard for information about units

for sale or rent will be permitted to park their vehicles nearby, examine and take notes about the offers on the bulletin board, and then leave or ask the guard to phone the unit-owner concerned for admission.

b. The guard will have no responsibility for such real estate matters, and will not participate in them in any way, other than by seeking permission to admit a visitor. Guards are prohibited from engaging or assisting in any real estate matters at Boca Ciega Point while employed here.

c. In regard to the sale or rent notices themselves, all such notices must include the date when posted, and they must be removed by the unit owner concerned when no longer applicable.

3. Open House

a. General: The traditional realtor's "open house" sales event is not authorized at Boca Ciega Point, but the Trustees have authorized the Executive Committee to issue regulations governing a Special Open House. This Special Open House shall be operated in full compliance with all BCP rules and restrictions as set forth herein with careful concern for the rights of all owners to the quiet and peaceful enjoyment of their homes and appurtenant facilities. No signs, of any nature, may be displayed inside Boca Ciega Point regarding a Special Open House.

b. Scheduling: A Special Open House may be scheduled only for a specific unit during daylight hours. The realtor, the unit owner, or someone designated by the unit owner and registered with the BCP Office shall be present during such showing. The owner or realtor shall undertake the full responsibility for any damage suffered during this event. The realtor must have two (2) associates on the premises, one at the guard gate to escort the prospective buyer to the unit and escort the previous prospective buyer back to their vehicle. All other showings of units for sale must be by appointment only.

C. Alterations of Common Elements: Unit owners or associations are prohibited from building or adding any structure or addition of any kind on any common element without prior approval of the Executive Committee and the Board of Trustees.

D. Boat Dock and Slip Regulations: The Board of Trustees delegates its authority to the Executive Committee on all matters pertaining to the use of boat docks and boat slips at BCP. The following rules pertaining to use of boat docks and slips shall apply:

1. Unit owners may not rent boat docks or boat slips to non-resident boat owners.

2. Mooring of boats of bona fide house guests will be limited to three (3) days and only at the dock or slip of a sponsoring BCP owner.

E. Moving Containers: The use of PODs or similar type moving containers for moving into a condo or moving out is approved. If these containers are used, they must be kept only on a unit owner's driveway and for a period not to exceed 48 hours.

F. Boat Club Flag: The Boat Club flag flown at the entrance to BCP may be flown at half staff for one (1) day only either on the day of the death or on the day of the funeral of a BCP resident in response to a request of the family.

G. Financial Oversight Committee: The Chairperson, with the assistance of the Vice-Chairperson of Finance, will appoint an oversight committee consisting of two or three unit owners to serve during the term of the Executive Committee.

The duties of the Committee will be as follows:

1. Consult with the Vice-Chairperson of Finance and the Bookkeeper to become familiar with the financial operations at Boca Ciega Point.

2. Review records with the Bookkeeper and the Vice-Chairperson of Finance, if necessary, on a quarterly basis when reports are received from the Accountant or at a different time if more appropriate. The Committee is charged with verifying that bills incurred are accurate and properly reported to account. Errors are to be reported to the Vice-Chairperson of Finance and the Chairperson for corrective action

3. Verify that all checks drawn on Boca accounts contain two signatures.

4. Make spot checks on operations, i.e., cash flow, purchase orders, supplier receipts, etc. from time to time,

5. Make recommendations to the Executive Committee concerning changes in the system to provide more efficient operations.

6. Make reports at Federation meetings from time to time including the annual budget meeting.

7. In addition to the above, the Committee may, at their discretion, perform reviews of other areas.

G. Reserves Study Committee: The Chairperson with the assistance of the Vice-Chairperson of Finance will annually appoint a Reserves Study Committee consisting of two- or three-unit owners to serve during the term of the Executive Committee.

The duties of the Committee shall be as follows:

1. Review the Ten-Year Reserves Study approved at the annual budget meeting in November and make recommendations to the Executive Committee during the year for adjustments to the program prior to the next annual budget meeting. A copy of the Study shall be inserted at the end of this Operations Manual.

2. Make progress reports to the Executive Committee during the year and to the Trustees and Directors when significant changes in the program are necessary. In the interest of enhancing property values at Boca Ciega Point, it is strongly recommended that we maintain a Fully Funded Reserve Program

CHAPTER 17 - EFFECTIVE DATE AND AMENDMENTS

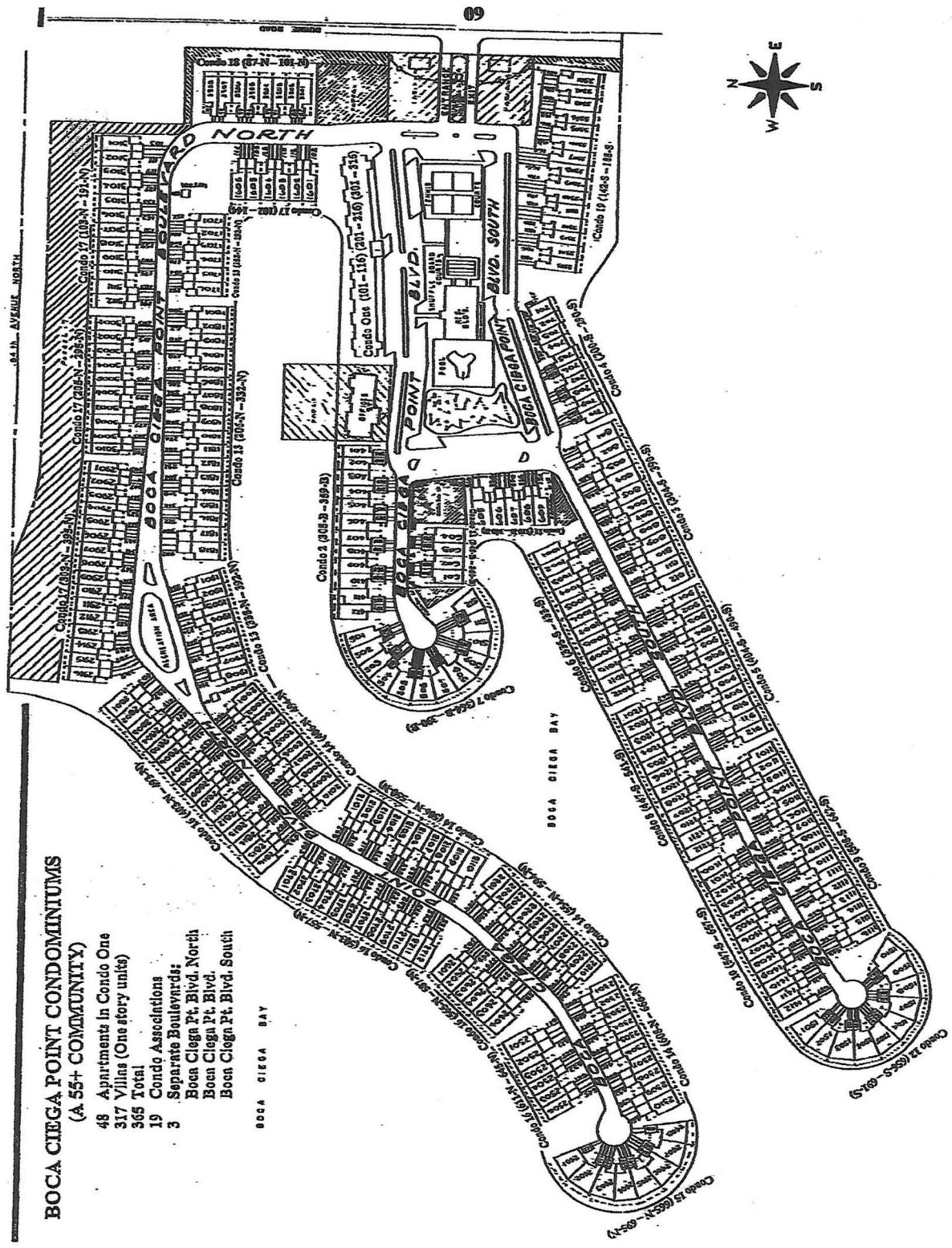
This Operations Manual was approved and duly adopted by the Board of Trustees at a meeting held on the _____. Any Amendment to this Operations Manual shall become effective upon approval by a majority vote of the Board of Trustees.

FEDERATION OF BOCA CIEGA POINT CONDOMINIUMS, INC,

By:

Chairperson (President)

Vice-Chairperson of Administration
(Secretary)



BOCA CIEGA POINT CONDOMINIUMS
(A 55+ COMMUNITY)

- 48 Apartments in Condo One
- 317 Villas (One story units)
- 365 Total
- 19 Condo Associations
- 3 Separate Boulevards:
 - Boca Ciega Pt. Blvd. North
 - Boca Ciega Pt. Blvd.
 - Boca Ciega Pt. Blvd. South

BOCA CIEGA BAY

BOCA CIEGA POINT FEDERATION

ORGANIZATIONAL CHART

