

Spanish Wells Unit Two HOA, Inc.
P.O. Box 1565
Bonita Springs, FL 3133

Upon written request by a parcel owner, Spanish Wells Unit Two HOA Board of Directors will provide the parcel owner with a username (your Email Address) and password. This allows access to the restricted sections of the association's website or application which contains the official documents of the association. Spanish Wells Unit Two HOA will respond within 10 business days of receipt of request. Although not mandatory, written requests should be sent via certified mail, signature requested.

INSPECTION AND COPYING OF RECORDS.

(a) Unless otherwise provided by law or the governing documents of Spanish Wells Unit Two HOA, the official records will be maintained within this state for at least 7 years and be made available to a parcel owner for inspection or photocopying within 45 miles of the community or within the county in which Spanish Wells Unit Two HOA is located within 10 business days after receipt by the board or its designee of a written request from the parcel owner.

This subsection may be complied with by having a copy of the official records available for inspection or copying in the community or by making the records available to a parcel owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. If Spanish Wells Unit Two HOA Board of Directors has a photocopy machine available where the records are maintained, it must provide parcel owners with copies on request during the inspection if the entire request is limited to no more than 25 pages. Spanish Wells Unit Two HOA Board of Directors shall allow a member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of Spanish Wells Unit Two HOA Board of Directors providing the member or his or her authorized representative with a copy of such records. Spanish Wells Unit Two HOA Board of Directors may not charge a fee to a member or his or her authorized representative for the use of a portable device.

Spanish Wells Unit Two may not require a homeowner to demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit a parcel owner's right to inspect records to less than one 8-hour business day per month. A homeowner may submit 2 written requests per month to access records. Spanish Wells Unit Two may designate the time and location for the records inspection. Records may be provided via an electronic device or a written copy which can be given to the homeowner.

(b) The failure of Spanish Wells Unit Two HOA Board of Directors to provide access to the records within 10 business days after receipt of a written request submitted by certified mail, return receipt requested, creates a rebuttable presumption that Spanish Wells Unit Two HOA Board of Directors willfully failed to comply with this subsection.

(c) A member denied access to official records is entitled to the actual damages or minimum damages for Spanish Wells Unit Two HOA Board of Directors willful failure to comply with this subsection. The minimum damages are to be \$50 per calendar day up to 10 days, the calculation to begin on the 11th business day after receipt of the written request.

(d) Any director or member of the Spanish Wells Unit Two HOA Board of Directors who knowingly, willfully, and repeatedly violates paragraph (a), with the intent of causing harm to Spanish Wells Unit Two HOA or one or more of its members, commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083. For purposes of this paragraph, the term "repeatedly" means two or more violations within a 12-month period.

(e) Any person who knowingly and intentionally defaces or destroys accounting records during the period in which such records are required to be maintained, or who knowingly or intentionally fails to create or maintain accounting records that are required to be created or maintained, with the intent of causing harm to the association or one or more of its members, commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(f) Any person who willfully and knowingly refuses to release or otherwise produce Spanish Wells Unit Two HOA records with the intent to avoid or escape detection, arrest, trial, or punishment for the commission of a crime, or to assist another person with such avoidance or escape, commits a

felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(g) Spanish Wells Unit Two HOA may adopt reasonable written rules governing the frequency, time, location, notice, records to be inspected, and manner of inspections, but may not require a parcel owner to demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit a parcel owner's right to inspect records to less than one 8-hour business day per month. Spanish Wells Unit Two HOA Board of Directors may impose fees to cover the costs of providing copies of the official records, including the costs of copying and the costs required for personnel to retrieve and copy the records if the time spent retrieving and copying the records exceeds one-half hour and if the personnel costs do not exceed \$20 per hour. Spanish Wells Unit Two HOA Board of Directors may charge up to 25 cents per page for copies made on the association's photocopier. If Spanish Wells Unit Two HOA Board of Directors does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length, Spanish Wells Unit Two HOA Board of Directors may have copies made by an outside duplicating service and may charge the actual cost of copying, as supported by the vendor invoice. Spanish Wells Unit Two HOA Board of Directors shall maintain an adequate number of copies of the recorded governing documents, to ensure their availability to members and prospective members.

Notwithstanding this subsection, the following records **are not accessible to members or parcel owners:**

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

2. Information obtained by an association in connection with the approval of the lease, sale, or other transfer of a parcel.
3. Information an association obtains in a gated community in connection with guests' visits to parcel owners or community residents.
4. Personnel records of association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this subparagraph, the term "personnel records" does not include written employment agreements with an association or management company employee or budgetary or financial records that indicate the compensation paid to an association or management company employee.
5. Medical records of parcel owners or community residents.
6. Social security numbers, driver license numbers, credit card numbers, electronic mailing addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses for a parcel owner other than as provided for association notice requirements, and other personal identifying information of any person, excluding the person's name, parcel designation, mailing address, and property address. Notwithstanding the restrictions in this subparagraph, Spanish Wells Unit Two HOA Board of Directors may print and distribute to parcel owners a directory containing the name, parcel address, and all telephone numbers of each parcel owner. However, an owner may exclude his or her telephone numbers from the directory by so requesting in writing to the secretary of Spanish Wells Unit Two HOA Board of Directors. An owner may consent in writing to the disclosure of other contact information described in this subparagraph. Spanish Wells Unit Two HOA Board of Directors is not liable for the disclosure of information that is protected under this subparagraph if the information is included in an official record of Spanish Wells Unit Two HOA and is voluntarily provided by an owner and not requested by the association.
7. Any electronic security measure that is used by Spanish Wells Unit Two HOA Board of Directors to safeguard data, including passwords.
8. The software and operating system used by Spanish Wells Unit Two HOA Board of Directors which allows the manipulation of data, even if the

owner owns a copy of the same software used by Spanish Wells Unit Two HOA Board of Directors. The data is part of the official records of the association.

9. All affirmative acknowledgments made pursuant to s. 720.3085(3)(c)3.

(h) Spanish Wells Unit Two HOA Board of Directors or its authorized agent is not required to provide a prospective purchaser or lienholder with information about the residential subdivision or Spanish Wells Unit Two other than information or documents required by this chapter to be made available or disclosed. Spanish Wells Unit Two HOA Board of Directors or its authorized agent may charge a reasonable fee to the prospective purchaser or lienholder or the current parcel owner or member for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, if the fee does not exceed \$150 plus the reasonable cost of photocopying and any attorney fees incurred by Spanish Wells Unit Two HOA Board of Directors in connection with the response.

(i) If Spanish Wells Unit Two HOA Board of Directors receives a subpoena for records from a law enforcement agency, Spanish Wells Unit Two HOA Board of Directors must provide a copy of such records or otherwise make the records available for inspection and copying to a law enforcement agency within 5 business days after receipt of the subpoena, unless otherwise specified by the law enforcement agency or subpoena. Spanish Wells Unit Two HOA Board of Directors must assist a law enforcement agency in its investigation to the extent permissible by law.