

ROTONDA WEST ASSOCIATION, INC.

**MAINTENANCE HANDBOOK
ADDENDUM**

RWA POLICY & PROCEDURES

Any policies contained in this Handbook Addendum will supersede those policies contained in the Employee Handbook or any state-specific handbook you may have been given.

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Building for the Future

As with any business, revenues are an absolute necessity for maintaining jobs and building for the future. Rather than look at generating sales and revenue as an "undesirable task", we look at it as a "must" situation. How do we continue to generate revenues to ensure a secure future and continued opportunities for all employees? With teamwork. Together we must meet the challenges we face on a daily basis.

In general, we have mentioned benefits, responsibilities and operations. We have saved the most crucial component of this business for last -- You.

At all times, you represent the association, and it is up to each one of you to take this responsibility seriously. Our association exists with your joint efforts. Don't underestimate your contribution to it. A great many people outside the business who invest their time, money and faith in us are part of that equation. They are our owners. They will determine how fast we grow, how many people we will employ, how much service we render and the profit we make. In order to retain these owners, we want to ensure that our good service continues by always giving our owners the best possible value and quality. Working together and working well provides us with a bright future and with the most important commodity, a good reputation.

Categories of Employment

INTRODUCTORY PERIOD: Full-time and part-time employees are on an introductory period during their first 90 days of employment.

During this time, you will be able to determine if your new job is suitable for you and the community association manager will have an opportunity to evaluate your work performance. However, the completion of the introductory period does not guarantee employment for any period of time since you are an at-will employee both during and after your introductory period.

For purposes of this handbook, FULL-TIME EMPLOYEES regularly work at least a 40-hour workweek. For other purposes, such as eligibility for health care benefits, the definition of FULL-TIME EMPLOYEES may be different.

PART-TIME EMPLOYEES work less than 29 hours each week.

SEASONAL EMPLOYEES perform a job for a specified time, normally less than one year.

Anniversary Date

The first day you report to work will be recorded in association records as your anniversary date. This date may be used to calculate many different association benefits. If you have any questions regarding your anniversary date, please see the community association manager.

Driver's License/Driving Record

Employees in positions where the operation of a motor vehicle is an essential duty of the position must present and maintain a valid driver's license and acceptable driving record to our insurer. Changes in your driving record must be reported to your supervisor immediately. Violations of this policy may result in immediate termination of your employment.

Bonding Requirement

Certain positions in the association require employees to be bonded. It is the responsibility of the employee to ensure (s)he is bondable and to maintain bondable status. The association will pay the full cost of bonding. Violations of this policy may result in immediate termination of your employment.

Suggestions and Ideas

We are always interested in your constructive ideas and suggestions for improving our operations. Your suggestions should be submitted in writing or emailed to the community association manager.

After we investigate your suggestion, you will be notified whether it is feasible to be put into practice.

Talk to Us

We encourage you to bring your questions, suggestions and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

If you feel you have a problem, present the situation to your supervisor so that the problem can be settled by examination and discussion of the facts. We hope that your supervisor will be able to satisfactorily resolve most matters.

If you still have questions after meeting with your supervisor or if you would like further clarification on the matter, request a meeting with the community association manager. (S)he will review the issues and meet with you to discuss possible solutions.

Finally, if you still believe that your problem has not been fairly or fully addressed, request a meeting with the board of directors.

Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

If at any time you do not feel comfortable speaking with your supervisor or the next level of management, discuss your concern with any other member of management with whom you feel comfortable.

Payday

You will be paid biweekly on Friday for the period that ends on the previous Sunday.

When our payday is a holiday, you normally will be paid on the last working day before the holiday.

For payroll purposes, the workweek starts on Monday and ends on Sunday.

Performance Reviews

Your performance is important to our association. Once each year, generally in April, the community association manager will review your job progress within our association and help you set new job performance plans.

New employees will generally be reviewed at the end of their introductory period.

Our performance review program provides the basis for better understanding between you and the community association manager, with respect to your job performance, potential and development within the association.

Promotions and Transfers

We believe that career advancement is rewarding for both the employee and the association. We will promote qualified employees to new or vacated positions whenever possible. In addition, you can discuss transfer opportunities with your supervisor.

Pay Raises

Depending upon your performance and the association's budget, adjustments in your pay may be made when there has been an improvement in or sustainment of an already good performance during the review period.

Pay Advances

Pay advances will not be granted to employees.

Holidays

Our association normally observes the following holidays during the year:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

In addition to the above holidays, you receive one floating holiday that is designated by management each year.

If one of the above holidays falls on Friday, it normally is observed on the preceding Thursday. If a holiday falls on Sunday, it normally is observed on the following Monday.

Full-time and part-time employees are eligible for paid holidays immediately upon hire.

Exempt employees will receive holiday pay in compliance with state and federal wage and hour laws.

Part-time employees are eligible for holiday pay in proportion to the number of hours they normally are scheduled to work.

Non-exempt employees must work their scheduled workday before and after the holiday in order to be paid for the holiday, unless you are absent with prior permission from the community association manager.

Vacation

Full-time and part-time employees are eligible for paid vacation time.

Vacation is calculated according to your anniversary date as follows:

After 90 days, you shall be entitled to 1 full week of paid vacation.

After (1) one full anniversary year, and each year thereafter, you shall be entitled to (2) full weeks of paid vacation.

After five full anniversary years, you shall be entitled to (3) three weeks of paid vacation.

After ten full anniversary years, you shall be entitled to (4) four weeks of paid vacation.

After twenty full anniversary years, and each year thereafter, you shall be entitled to (5) five weeks of paid vacation.

Part-time employees receive paid vacation time in proportion to the number of hours they normally are scheduled to work.

Submit vacation requests in writing at least two weeks in advance to the community association manager. When possible, vacation requests are granted, taking into account operating requirements. Length of employment may determine priority in scheduling vacation times.

Vacation pay is not granted in lieu of taking the actual time off. However, vacation time can be carried over to the following year, up to a maximum of one week.

Eligible employees who provide at least two weeks' advance notice of their resignation will be paid for earned but unused vacation, unless state law dictates otherwise. All other employees will not be paid for earned but unused vacation at the end of employment, unless state law dictates otherwise.

Sick Days

Sick days are calculated according to your anniversary date.

Full-time and part-time employees are eligible, immediately upon hire, for two paid sick days each anniversary year.

After one full anniversary year, and each year thereafter, you shall be entitled to 5 paid sick days.

Part-time employees are eligible for sick days in proportion to the number of hours they normally are scheduled to work.

Exempt employees will receive sick pay in compliance with state and federal wage and hour laws.

You may use accrued sick time to care for your sick child.

Sick days cannot be carried over to the following year. Employees are not paid in lieu of taking the actual time off.

At the end of employment, employees are not paid for earned but unused sick days.

Jury Duty

Unless county statute dictates otherwise, full-time and part-time employees summoned for jury duty are paid their normal rate of pay for up to three days. Thereafter the leave is unpaid. All other employees are given an unpaid leave in order to serve, unless county statute dictates otherwise.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Make arrangements with your supervisor as soon as you receive your summons.

We reserve the right to request proof of jury service issued by the Court upon return.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

Bereavement Leave

Full-time and part-time employees are eligible immediately upon hire for 40 hours for the death of an immediate family member. Members of the immediate family include spouses, domestic partners, parents, parents-in-law, stepparents, brothers, brothers-in-law, son-in-law, stepbrothers, sisters, sisters-in-law, daughter-in-law, step-sisters, children, stepchildren, children of domestic partners, grandchildren, grandparents and parents of domestic partners.

Full-time and part-time employees are eligible immediately upon hire for 30 hours to attend the funeral of aunts, uncles, nieces and nephews.

Part-time employees are eligible for bereavement pay in proportion to the number of hours they normally are scheduled to work.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Requests for bereavement leave should be made to the community association manager as soon as possible. Our association reserves the right to request written verification of an employee's familial relationship to the deceased and his or her attendance at the funeral service as a condition of the bereavement pay.

Leave of Absence

Under special circumstances, full-time employees who have completed their introductory period may be granted a leave of absence without pay. The granting of this type of leave is normally for compelling reasons and is dependent upon the written approval of the community association manager.

Leaves may not exceed 30 days during which time no benefits will accrue. Leaves of absence are granted only after earned vacation is exhausted.

We will make reasonable efforts to return you to the same or similar job you held prior to the leave of absence, subject to our staffing and business requirements.

Dental Insurance

Eligible employees who work an average of 30 hours or more each week may enroll in an employee only, an employee plus children or a family contract on the first of the month following sixty days of employment.

Information and enrollment forms may be obtained from the community association manager.

Our association pays the full cost of an employee contract. If you elect dependent coverage, you are responsible for paying the difference through payroll deduction.

A booklet containing the details of the plan and the eligibility requirements may be obtained from the community association manager.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

At the end of employment you may be entitled to continuation or conversion of the group dental insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact the community association manager.

Vision Care Plan

Eligible employees who work an average of 30 hours or more each week may enroll in this plan on the first of the month following sixty days of employment.

Our association pays the full cost of an employee contract. If you elect dependent coverage, you are responsible for paying the difference through payroll deduction.

Complete details of this plan may be obtained from the community association manager.

Information and enrollment forms may be obtained from the community association manager.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

At the end of employment you may be entitled to continuation or conversion of the group vision care insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact the community association manager.

Life Insurance

Eligible employees who work an average of 30 hours or more each week may enroll.

You must complete an insurance form and designate your beneficiary.

The cost of this insurance is fully paid by the association.

Participating employees may also be covered under the plan's Accidental Death and Dismemberment rider.

You also have the option of purchasing additional insurance through our group plan.

Complete details of this plan may be obtained from the community association manager.

Section 125 Plans

Our association offers a pretax contribution option for employees. This employee benefit is known as a Section 125 plan.

A Section 125 plan is a benefit plan that allows you to make contributions toward premiums for dependent care expenses on a “before tax”, rather than an “after tax” basis. Your premium contributions and qualified expenses are deducted from your gross pay before income taxes and Social Security is calculated.

To participate in this plan, complete an election form and return it to the community association manager.

You cannot make any changes to your pretax contributions until the next open enrollment period, unless your family status changes or you become eligible for a special enrollment period due to a loss of coverage. Family status changes include marriage, divorce, death of a spouse or child, birth or adoption of a child or discharge of employment of your spouse. A change in election due to a change in family status is effective the next pay period.

Disability Leave

Full-time employees are eligible for an unpaid disability leave after completing their introductory period. Disability leave due to non-occupational illness, injury or pregnancy related disability is not to exceed eight weeks.

Granting this leave prior to the completion of the eligibility period and/or beyond the maximum period stated above may be required as a reasonable

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accommodation in accordance with the Americans with Disabilities Act or due to state law or other requirements.

Employees requesting leave must provide written notice of the disability, including a doctor's certificate stating the nature of the disability and the expected date of return to work. The association will not seek genetic information in connection with requests for disability leave. All medical information received by the association in connection with a request for leave under this policy will be treated as confidential.

To the extent allowed by the insurance contract and applicable laws, we will continue to provide dental insurance and vision care insurance coverage for employees on authorized disability leave for the first month of disability. During this time you will be responsible for paying your portion of the monthly premium(s).

When you are able to return to work, give us at least one week's advance written notice. Include a doctor's certificate stating that you are medically able to return to your normal duties. We reserve the right to require a physical examination by a physician of our own choosing prior to your resumption of duties, as allowed by state law.

We will return you to the same or similar position you held prior to the disability leave, subject to our staffing and business requirements. Your continued absence from work beyond your disability (as determined by your physician) will be deemed a voluntary discharge of your employment.

This leave may run concurrently with any other leave where permitted by state and federal law.

Short-Term Disability Insurance

You may be eligible for short-term disability insurance benefits if you are ill or injured and unable to work.

Eligible employees who work an average of 30 hours or more each week are eligible for the short-term disability insurance program after four consecutive weeks of employment. This insurance program is designed to provide income for you when you are absent from work for more than seven calendar days due to non-occupational illness, injury or pregnancy-related disability.

The benefits are calculated as a percentage of your salary for up to 26 weeks.

The cost of this insurance is fully paid by the association.

Please check with the community association manager for additional information concerning this benefit.

401(k) Qualified Retirement Plan

Our association provides eligible employees with a 401(k) Qualified Retirement plan which is an excellent means of long-term savings for your retirement. The association's contribution, if any, is determined by the employer on an annual basis.

You can obtain a copy of the Summary Plan Description which contains the details of the plan including eligibility and benefit provisions from the community association manager. In the event of any conflict in the description of any plan, the official plan documents, which are available for your review, shall govern. If you have any questions regarding this plan, see the plan administrator.

Employee Bonuses

Employees may receive bonuses from time to time. These are based on individual merit, the association's budget and any other factor(s) deemed significant by the association. Whether or not bonuses are granted and the amounts granted are within the sole discretion of the Board of Directors.

Employee Assistance Program

Eligible full-time and part-time employees may participate in our employee assistance program immediately upon hire.

Our *BalanceWorks*®, Employee Assistance Program (EAP), and Work/Life Benefit help eligible employees and their immediate families with a wide range of problems. Situations addressed by the EAP include marriage and family problems, emotional problems, alcoholism and alcohol abuse, drug abuse and dependency, financial problems, compulsive gambling and eating disorders. Your conversations and all records are strictly confidential.

The administrative cost of this program is fully paid by the association.

Additional information regarding this program is available at www.eniweb.com or by calling 1-800-EAPCALL. Complete details of this program may be obtained from the community association manager.

Uniforms

The association provides three uniforms upon hire to certain employees at no charge. Proper care of these uniforms is required.

All uniforms, accessories or name tags issued by our association must be returned in good condition upon leaving our association.

Confidentiality of Owner Matters

Our professional ethics require that each employee maintain the highest degree of confidentiality when handling owner matters.

To maintain this professional confidence, no employee shall disclose owner information to other owners, friends, or members of one's own family.

Questions concerning owner confidentiality may be addressed with the community association manager.

Attendance and Punctuality

Attendance and punctuality are important factors for your success within our association. We work as a team and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, notify your supervisor and the community association manager as far in advance as is feasible under the circumstances, but before the start of your workday.

Personal issues requiring time away from your work, such as doctor's appointments or other matters, should be scheduled during your nonworking hours if possible.

If you are absent for three days without notifying the association, it is assumed that you have voluntarily abandoned your position with the association, and you will be removed from the payroll.

Business Hours

Because of the nature of our business, your work schedule may vary depending on your job. Our normal business hours are 8:00 a.m. to 4:00 p.m., Monday through Friday. Check with your supervisor if you have questions about your hours of work.

Working Hours

Our association's workweek is Monday through Friday.

Maintenance: The workweek is Monday through Thursday and the workday begins at 7:00 a.m. and ends at 5:00 p.m.

Work Assignments

Work assignments will be distributed by the community association manager. When possible, you will be advised of future assignments in advance, so you will have ample time to prepare for the assignment.

Once you have begun an assignment you will report directly to the community association manager for all matters relating to its completion.

Contact with the Association

The association should know your location at all times during business hours. The community association manager will keep a record of your assignments, and (s)he should be notified of your whereabouts outside the association during working hours.

On The Job Training

The initiation of all on-the-job training for employees within your department is the responsibility of the community association manager. This may include safety training, participation in off-site training and continuing education when necessary for job safety and work performance. Training will be conducted during regular working hours whenever possible.

The association will pay for any required training programs. Employees may be tested from time to time to evaluate the effectiveness of the training program.

If you have any questions regarding training, please see the community association manager.

Clean Up

At the end of the workday, ten minutes are designated for cleaning the work area and washing up. This time is paid.

Access to Personnel Files

Upon written request, you may inspect your own personnel file up to four times each year. Inspections will be held on association premises in the presence of an association official. Contact the community association manager to arrange a time to view these records. You will be permitted to review records related to your qualification for employment, compensation and disciplinary action. You are not permitted access to any letter of reference maintained by the association. If you disagree with the accuracy of any statement in the records and no correction can be agreed upon, you may submit an explanatory statement, which will be attached to the records.

For more information, contact the community association manager.

Computer Software Licensing

The association purchases or licenses the use of various computer software programs. Neither the association nor any of the association's employees have the right to duplicate this computer software or its related documentation. Unauthorized duplication of computer software is a federal offense, punishable by up to a \$250,000 fine and up to five years in jail.

The association does not condone the illegal duplication of software. You must use the software in accordance with the license agreement. This policy applies not only to individual desktop computers and laptops but to local area networks as well.

Employees learning of any misuse of software or related documentation within the association shall notify a member of management. Employees who reproduce, acquire or use unauthorized copies of computer software will be subject to discipline, up to and including discharge.

Association Vehicles

Operators of association vehicles are responsible for the safe operation and cleanliness of the vehicle.

Accidents involving an association vehicle must be reported to the community association manager immediately.

Employees are responsible for any moving and parking violations and fines that may result when operating an association vehicle.

Association vehicles should be operated by the employee only. Association vehicles may only be used for job-related travel.

Smoking, including use of e-cigarettes, is prohibited in association vehicles.

The use of seat belts is mandatory for operators and passengers of association vehicles.

Employees are encouraged to take appropriate safety precautions when using their cellular telephone. The use of cellular telephones, including texting, while driving is prohibited. Employees are expected to comply with applicable state laws, including the use of cellular telephones.

Employment of Relatives

A supervisor may not hire or supervise an individual if that individual and the supervisor have an on-going romantic relationship, including but not limited to, marriage, or if that individual is a member of the supervisor's immediate family. The term "immediate family" refers to parents, children, sisters, brothers, nieces, nephews or other family members residing in the same household.

In the case of marriage of persons within the same department, an effort will be made to assign comparable job duties so as to minimize problems of supervision, safety, security and morale.

Travel/Expense Accounts

The association will reimburse employees for reasonable expenses incurred through pre-approved business travel or entertainment. All cash advances must be accounted for and expense receipts are required.

The following business expenses will be reimbursed:

- Travel Expense
- Automobile/Mileage
- Lodging
- Tips
- Business Meals (in accordance with our per diem rates; room service excluded)

This list is not all-inclusive. See the community association manager regarding additional reimbursable business expenses.

Natural Disasters

Natural disasters, including earthquakes, hurricanes, mudslides, floods and fires are to be expected from time to time. Although driving may be difficult in some areas due to damaged freeways and streets, when caution is exercised the roads are normally passable or alternate routes are available. Except in severe cases, we are all expected to work our regular hours. Time taken off due to natural disasters while the business remains open is to be used as vacation or is unpaid.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

If extreme weather conditions require closing of the building, you will be notified by the community association manager.

Personal Telephone Calls

It is important to keep our telephone lines free for owner calls. Although the occasional use of the association's telephones for a personal emergency may be necessary, routine personal calls should be kept to a minimum.

Unless used for business purposes, personal cellular telephones must be turned off or set to a silent alert during working hours while on association premises.

Employees are prohibited from using cellular telephones to text message during working hours while on association premises.

Acceptable Use of Electronic Communications

This policy contains guidelines for Electronic Communications created, sent, received, used, transmitted, or stored using the association's communication systems or equipment and employee provided systems or equipment used either in the workplace, during working time or to accomplish work tasks. "Electronic Communications" include, among other things, messages, images, text data or any other information used in e-mail, instant messages, text messages, voice mail, fax machines, computers, personal digital assistants (including Blackberry, iPhone, iPad or similar devices), pagers, telephones, cellular and mobile phones including those with cameras, Intranet, Internet, back-up storage, information on a memory or flash key or card, jump or zip drive or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as "Systems."

Acceptable Uses of Our Systems: Employees may use our Systems to communicate internally with co-workers or externally with owners and other business acquaintances for business purposes.

Association Control of Systems and Electronic Communications: All Electronic Communications contained in Association Systems are Association records and/or property. Although an employee may have an individual password to access our Systems, the Systems and Electronic Communications belong to the association. The Systems and Electronic Communications are accessible to the association at all times including periodic unannounced inspections. Our Systems and Electronic Communications are subject to use, access, monitoring, review, recording and disclosure without further notice. Employee

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communications on our system are not confidential or private.

The association's right to use, access, monitor, record and disclose Electronic Communications without further notice applies equally to employee-provided systems or equipment used in the workplace, during working time, or to accomplish work tasks.

Personal Use of Our Systems: Personal communications in our Systems are treated the same as all other Electronic Communications and will be used, accessed, recorded, monitored, and disclosed by the association at any time without further notice. Since all Electronic Communications and Systems can be accessed without advance notice, employees should not use our Systems for communication or information that employees would not want revealed to third parties. Personal use of our System should be limited to non-working time. Personal use of our System must be conducted in such a manner that it does not affect smooth System operation or use a disproportional amount of the System's functional capacity.

Proprietary Business Information: Proprietary business information means confidential and proprietary information related to the association's trade secrets, business models, business services, sales agreements, pricing information, drawings, designs, blue prints, manufacturing processes, owner lists, inventions, recipes, formulas, vendor agreements, patient records, strategic business or marketing plans, expansion plans, contracts, non-public financial performance information and other information that derives economic value by being protected from public consumption or competitors may only be used on Association Systems. Proprietary business information may not be downloaded, saved, or sent to a personal laptop, personal storage device, or personal email account under any circumstances without advance written approval from a member of

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management. Proprietary business information does not restrict employee rights to discuss their wages, hours or other terms of employment.

Prohibited Uses of Our Systems: Employees may not use Association Systems in a manner that is unlawful, wasteful of Association resources, or unreasonably compromises employee productivity or the overall integrity or stability of the association's systems. These tools are provided to assist employees with the execution of their job duties and should not be abused. Examples of prohibited uses include, among other things, sexually explicit messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs; or any other message or image that may be in violation of Association policies.

In addition, employees may not use our Association Systems:

- To download, save, send or access any discriminatory, obscene, or malicious or knowingly false material;
- To download, save, send or access any music, audio or video file unless business related;
- To download anything from the internet (including shareware or free software) without the advance written permission of the systems supervisor;
- To download, save, send or access any site or content that the association might deem "adult entertainment;"
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or Systems of the association or any other person or entity;
- In connection with any infringement of intellectual property rights, including but not limited to copyrights;

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- In connection with the violation or attempted violation of any law; and
- To transmit proprietary business information or client material such as pricing information or trade secrets.

Electronic Forgery: An employee may not misrepresent, disguise, or conceal his or her identity or another's identity in any way while using Electronic Communications; make changes to Electronic Communications without clearly indicating such changes; or use another person's account, mail box, password, etc. without prior written approval of the account owner and without identifying the actual author.

Intellectual Property Rights: Employees must always respect intellectual property rights such as copyrights and trademarks.

System Integrity, Security, and Encryption: All Systems passwords and encryption keys must be available and known to the association. You may not install password or encryption programs without the written permission of the community association manager. Employees may not use the passwords and encryption keys belonging to others.

Applicable Laws: Numerous state and federal laws apply to Electronic Communications. The association complies with applicable laws. Employees also must comply with applicable laws and should recognize that an employee could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

Consequences of Policy Violations: Violations of this Policy may result in disciplinary action up to and including immediate termination of an employee's employment as well as possible civil liabilities or criminal prosecution. Where appropriate, the association may advise legal officials or appropriate third parties of policy

violations and cooperate with official investigations. We will not, of course, retaliate against anyone who reports possible policy violations or assists with investigations.

If you have questions about the acceptable use of our Systems or the content of Electronic Communications, ask the community association manager for advance clarification.

Social Media

“Social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the association.

You are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our problem solving policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as maliciously false, obscene, threatening or intimidating, that defames owners, competitors, vendors or employees or that might constitute harassment or bullying. Examples of such conduct might include posts meant to put someone in fear for their physical safety or psychological well-being; posts designed to cast someone in a false light to the public; posts that invade a person’s reasonable expectation of privacy; or posts that could contribute to a hostile work environment on the basis of race, age, gender, national origin, color, disability, religion or other status protected by federal, state or local law.

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Make sure you are always truthful and accurate when posting information or news. If you make a mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy settings when appropriate. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. The Internet is immediate; nothing that is posted ever truly “expires.” Never post any information or rumors that you know to be false about the association, fellow employees, owners, and people working on behalf of the association or competitors.

Do not create a link from your blog, website or other social networking site to the association's website without identifying yourself as an association employee. Express only your personal opinions. Never represent yourself as a spokesperson for the association or make knowingly false representations about your credentials or your work. If the association is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the association. It is best to include a statement such as “The postings on this site are my own and do not necessarily reflect the views of the association.” You must refrain from using social media while on working time.

Employees are encouraged to report violations of this policy. The association prohibits retaliation against any employee for reporting a possible deviation from this policy or for cooperating in an investigation.

Where applicable, the association complies with state laws concerning access to an employee's personal social networking account, including restrictions concerning employer requests for an employee's username and/or password.

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Nothing in this policy is designed to limit an employee's right under Section 7 of the National Labor Relations Act, including discussing wages or other terms of employment.

If you have questions or need further guidance, please contact the community association manager.

Workplace Bullying

Our association defines bullying as “repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment.” Such behavior violates the company Code of Ethics, which clearly states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives, that the company will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. Our Association considers the following types of behavior examples of bullying:

- Verbal bullying: Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- Physical bullying: Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property.
- Gesture bullying: Nonverbal threatening gestures or glances that convey threatening messages.

- Exclusion: Socially or physically excluding or disregarding a person in work-related activities.

Dress Policy

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

Our owners' satisfaction represents the most important and challenging aspect of our business. Whether or not your job responsibilities place you in direct owner contact, you represent the association with your appearance as well as your actions. The properly-attired individual helps to create a favorable image for the association, to the public and fellow employees.

The association maintains a business casual environment. All employees should use discretion in wearing attire that is appropriate for their job.

Personal Hygiene

Maintaining a professional, business-like appearance is very important to the success of our association. Part of the impression you make on others depends on your choice of dress, personal hygiene and courteous behavior. A daily regimen of good grooming and hygiene is expected of everyone. Please ensure that you maintain good personal hygiene habits. While at work, you are required to be clean, dressed appropriately and well groomed.

Reference Checks

Our association will not honor any oral requests for references. All requests must be in writing and on company letterhead. Generally, we will only confirm our employees' dates of employment, salary history, and job title.

Under no circumstances should an employee provide another individual with information regarding current or former employees of our association. If you receive a request for reference information, please forward it to the community association manager.

Outside Employment

We hope that you will not find it necessary to seek additional outside employment. However, if you are planning to accept an outside position, you must notify the community association manager.

Outside employment must not conflict in any way with your responsibilities within our association. You may not work for competitors nor may you take an ownership position with a competitor.

Employees may not conduct outside work or use association property, equipment or facilities in connection with outside work while on association time.

Parking

Free parking facilities are available to employees. You are required to park within the designated areas.

The association is not responsible for loss, damage or theft of your vehicle. Therefore, we suggest that you lock your vehicle doors.

Bulletin Board

The association maintains a bulletin board(s) in our facility as an important source of information. These bulletin boards are to be used solely for association announcements and government postings.

Contact with the Media

All media inquiries regarding the association and its operations must be referred to the community association manager. The authorization to make or approve public statements on behalf of the association rests solely with the community association manager. No employees, unless specifically designated by the community association manager, are authorized to make statements on behalf of or as a representative of the association.

If You Must Leave Us

Should you decide to leave your employment with us, we ask that you provide the community association manager with at least two weeks' advance written notice. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for employment with the association.

Employees, who are rehired following a break in service in excess of 90 days, other than an approved leave of absence, must serve a new initial introductory period whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their reemployment for all purposes, including the purposes of measuring benefits.

Our association does not provide a "letter of reference" to former employees. Generally, we will confirm upon request our employees' dates of employment, salary history, and job title.

Additionally, all resigning employees should complete a brief exit interview prior to leaving. All association property, including this Employee Handbook, must be returned at the end of employment. Otherwise, the association may take action to recoup any replacement costs and/or seek the return of association property through appropriate legal recourse.

You should notify the association if your address changes during the calendar year in which discharge occurs so that your tax information will be sent to the proper address.

Smoking in the Workplace

Our association is committed to providing a safe and healthy environment for employees and visitors. Smoking is allowed only in designated areas outside the building.

Violations of this policy may result in disciplinary action, up to and including discharge.

Substance Abuse

The association has vital interests in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the owners we serve. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, we have established as a condition of employment and continued employment with the association the following substance abuse policy.

The association has implemented a drug testing program in compliance with local, state and federal laws. Employees are prohibited from reporting to work or working while using illegal or unauthorized substances. Employees are prohibited from reporting to work or working when the employee uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal or unauthorized substances and alcohol in the workplace including: on association

RWA POLICY & PROCEDURES

paid time, on association premises, in association vehicles, or while engaged in association activities. Our employees are also prohibited from reporting for duty or remaining on duty with any alcohol in their systems. Employees are further prohibited from consuming alcohol during working hours, including meal and break periods.

Your employment or continued employment with the association is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including discharge. Furthermore, any employee who violates this policy who is subject to discharge, may be permitted in lieu of discharge, at the association's sole discretion, to participate in and successfully complete an appropriate treatment, counseling or rehabilitation program as recommended by a substance abuse professional as a condition of continued employment and in accordance with applicable federal, state, and local laws.

Consistent with its fair employment policy, the association maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their substance or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others. The association will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other measures consistent with the association's policies and applicable federal, state or local laws.

The association further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not

RWA POLICY & PROCEDURES

limited to, the inspection of association issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when the association has reasonable suspicion to believe that the employee has violated this substance abuse policy.

This policy represents management guidelines. For more information, please speak to the community association manager.

Receipt of Employee Handbook Addendum and Employment-At-Will Statement

This is to acknowledge that I have received a copy of the Rotonda West Association, Inc. Employee Handbook Addendum and I understand that it contains information about the employment policies and practices of the association. I agree to read and comply with this Employee Handbook Addendum. I understand that the policies outlined in this Employee Handbook Addendum are management guidelines only, which in a developing business will require changes from time to time. I understand that the association retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the association. I understand that this Employee Handbook Addendum supersedes and replaces any and all prior Employee Handbooks Addenda and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, the association reserves the right to revise, delete and add to the provisions of this Employee Handbook Addendum at any time without further notice. All such revisions, deletions or additions to the Employee Handbook Addendum will be in writing and will be signed by the community association manager of the association. I understand that no oral statements or representations can change the provisions of this Employee Handbook Addendum.

I understand that this Employee Handbook Addendum is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook Addendum does not create a contract guaranteeing that I will be employed for any specific time period.

THIS ASSOCIATION IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK ADDENDUM, THE ASSOCIATION OR I MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK ADDENDUM OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE ASSOCIATION IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ME OR ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME. ANY AGREEMENT TO EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME WILL BE PUT INTO WRITING AND SIGNED BY THE COMMUNITY ASSOCIATION MANAGER OF THE ASSOCIATION.

I understand that this Employee Handbook Addendum refers to current benefit plans maintained by the association and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I have read and understand the Vacation Policy in this Employee Handbook Addendum.

Initials _____ Date _____

I also understand that if a written contract is inconsistent with the Employee Handbook Addendum, the written contract is controlling.

If I have questions regarding the content or interpretation of this Employee Handbook Addendum, I will ask the community association manager or a member of management.

NAME _____

DATE _____

EMPLOYEE
SIGNATURE _____

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