

**PELICAN PRESERVE
COVENANT ENFORCEMENT POLICY**

**PELICAN PRESERVE
COMMUNITY ASSOCIATION, INC.**

ADOPTED: March 25, 2021

I.

Introduction

A. Authority for Adoption of the Covenant Enforcement Policy (the “Policy”).

1. Pelican Preserve (the “**Community**”) was developed under the laws of the State of Florida as a master planned, mixed-use, age-restricted, community, which includes a variety of residential and commercial uses, together with certain recreational and other ancillary facilities, including (but not limited to) a community center, with indoor and outdoor pools, restaurants, meeting rooms and an auditorium, now collectively referred to as the “**Town Center**”.

2. Upon its creation, and in order to insure the ongoing attractiveness and functionality of the Community, to prevent nuisances, to preserve, protect and enhance the values and amenities of the Community, to promote the health, safety, comfort and general welfare of its residents, and to provide for the maintenance of Common Property (as the term is defined in the PPCA Declaration) and facilities, all real property located within the Community (collectively the “**Property**”) was made subject to the covenants, conditions, restrictions, provisions, easements, charges and liens (collectively, the “**CCRs**”), which run with the land, and are set forth in the Community Declaration for Pelican Preserve (the “**Declaration**”).

3. As such, all Property is to be held, leased, occupied, and otherwise used and dealt with, in accordance with the terms of the Declaration and the CCRs, all of which were created in the best interest of the owners, residents and occupants of the Community.

4. The Declaration called for creation of a master property owners association, for the purpose of administering the Declaration, and enforcing the CCRs applicable to the Community at large, and gave the master association the right (see Section 7.41 of the Declaration) to adopt and impose reasonable rules and regulations (the “**Rules and Regulations**”) governing the interpretation, implementation, and uniform enforcement of the terms of the Declaration, including the CCRs, as well as all applicable Rules and Regulations.

5. Pelican Preserve Community Association, Inc. (PPCA) (the “**Community Association**”) was incorporated as a Florida not-for-profit corporation, and charged with the responsibility of: (i) fulfilling the tasks assigned to the master association, as set forth in the Declaration, including the CCRs, and (ii) adopting Rules and Regulations to see to their implementation and enforcement, and (iii) carrying out all other duties set forth in Chapters 617 and 720 of the Florida Statutes.

6. In general, the Community Association is responsible for operating and maintaining all the Common Properties, as that term is defined in the Declaration, including (but not limited to) the Town Center and all commercial operations, maintenance barns, equipment and facilities, and certain walls, fences and landscaping.

7. The Declaration, the provisions of Chapter 720 of the Florida Statutes, and, specifically, Section 720.305 of the Florida Statutes, provide specific authority to the Community Association to impose fines and other penalties for each and any violation of the provisions of the Declaration, the Articles of Incorporation By-Laws of the Community

Association (the “**Organizational Documents**”), and/or the Rules and Regulations applicable to any Common Property (including the Town Center) and the operation of the Community Association. Fines may be levied against a Community property owner (“**Owner**”) not only for a violation committed by the Owner, but also for a violation committed by any tenant, guest, licensee, or invitee of such Owner. Importantly, both the Declaration (see Section 4.8.2), and Section 720.305 (a) of the Florida Statutes, allow the Community Association, in its discretion, to suspend the right of an Owner to use the Community’s common facilities for any infraction of the Rules and Regulations or the Declaration.

8. The Community’s residential areas (singly, a “**Neighborhood**” and collectively, its “**Neighborhoods**”) have been developed over time, in Neighborhood enclaves separate from the Common Property. Each Neighborhood was created pursuant to either (i) the provisions of Chapter 718 of the Florida statutes (if a condominium form of ownership); or (ii) Chapter 720 of the Florida statutes (if a residential community otherwise subject to the control of a homeowners’ association) and is operated by and through its own respective **Neighborhood Declaration**, which is administered by, and subject to, the jurisdiction of their own **Neighborhood Association**.

9. Each Neighborhood Association is generally responsible for enforcing its own Neighborhood Declaration and other governing documents, including any rules and regulations specific to their particular Neighborhood. The Declaration (see Section 7.1) allows for Neighborhood Associations to impose stricter standards applicable to just their Neighborhood than those otherwise set forth in the Declaration (and applicable throughout the entire Community).

10. Although the Declaration (see Sections 1.30 and 7.1) provides that the Community Association has been given standing and concurrent jurisdiction to enforce standards imposed by the Neighborhood Declarations, it has been, and continues to be, the policy of the Community Association to facilitate and strongly encourage the enforcement of all applicable standards by the Neighborhood Associations within their own Neighborhoods (see Declaration, Section 1.30).

B. Objectives and Purposes of the Policy.

1. The principal objectives of the Policy are: (i) to officially document the process hereby established by the Community Association Board of Directors (the “**PPCA Board**”) for handling violations of the Declaration, Organizational Documents, and/or Rules and Regulations, and (ii) to adopt and publish a schedule of fines for routine violations (see attached Exhibit “A”), and (iii) to provide for creation of a Compliance Appeals Committee (the “**Appeals Committee**”) to facilitate the opportunity for the appeal of a fine or other penalty, as required by law; and (iv) to support the enforcement efforts undertaken by the Neighborhood Associations, and provide a structure to allow the Community Association, acting through the PPCA Board, to participate in the Neighborhood enforcement process, if requested by a Neighborhood Association.

2. It is not an objective of this Policy to introduce new provisions to the Declaration, add to or remove anything from the existing set of recorded CCRs, or revise the Community Association’s Organizational Documents.

3. Additionally, this Policy does not provide a venue for an Owner to challenge the determination made by a local Neighborhood Association's Board of Directors with respect to compliance with its Neighborhood Declaration and its local Rules and Regulations; *except* in those specifically identified situations where a Neighborhood Association has authorized and affirmatively has elected to have the Community Association's Compliance Appeals Committee (defined in Section I B. 1., above) to hear the due process appeal required by law. (See Section II A. 5., below.)

4. The PPCA Board's purpose in publishing the written Policy is: (i) to minimize ambiguity, and (ii) to ensure that the enforcement process is consistent, fair and applied equally to all persons, and (iii) to comply with the requirements of the Declaration (see Section 7.41) that all Owners are informed of the process under which compliance will be enforced, in the reasonable exercise of the Community Association's responsibilities, power and authority.

5. The goal of the Policy is compliance, and not revenue generation through the imposition of fines.

II.

Application and Use of the Policy

A. Applicability of the Policy.

1. The Policy is applicable to any Owner of Property located within the Community, for the failure of the Owner, or the Owner's tenant, guest, or invitee, to comply with any provision of the Declaration, the CCRs, Community Rules and Regulations or Organizational Documents.

2. It is the Owner's responsibility to ensure that its tenants, guests or invitees understand and abide by all Rules and Regulations which are applicable to the Property they are occupying.

3. The Policy is applicable to the Community Association's responsibility to take enforcement action where violations have occurred, and to do so in a fair, consistent, uniform, and systematic manner, while ensuring that an alleged violator is accorded full due process, including a hearing before an impartial committee as required by law.

4. The Policy is applicable to the management company retained by the Community Association to assist it in the operation of all Community Association functions (the "**Community Association Manager**"). The Policy provides the Community Association Manager with both a formal enforcement process, as well as the flexibility to achieve voluntary compliance through, for example, use of verbal or written warnings prior to issuance of a notice of violation, or through an informal agreement with the Owner on a plan to timely remediate the violation.

5. While the Community Association strongly encourages each Neighborhood Association to organize its own local committee to provide for, and conduct, the appeal hearing required by law, the Policy is applicable to a Neighborhood Association which, instead, elects to utilize the Appeals Committee established by the Community Association to conduct the hearing

required by law for fines levied by the Neighborhood Association, in lieu of organizing and utilizing its own committee.

6. The Policy shall also serve as the process for enforcement in the unique situation where a local Neighborhood Association requests the PPCA Board to step-in and enforce the violation of a covenant set forth in a Neighborhood Declaration (whether adopted under Chapter 718 or Chapter 720 of the Florida statutes), including a covenant that is more restrictive than the Pelican Preserve Declaration.

B. Use of the Policy.

1. The Policy is intended to be used, and shall be used, in conjunction with regular, positive, and proactive, communications with all Owners concerning the benefits of following the CCRs set forth in the Declaration, as well as the Rules and Regulations adopted by the PPCA Board.

2. Regular communication, as called for above, shall be carried out not only by and through the PPCA Board, but also through the activities of its Community Association Manager. Such communications should detail the activities the Community Association has taken, and is continuing to take, to protect and enhance the value of the Property within the Community, including each of its Neighborhoods.”

3. The PPCA Board and the Community Association Manager will work cooperatively with the Neighborhood Associations, and their management companies, in communicating with Owners regarding such matters as upcoming inspections, and most common deficiencies. This communication is intended to limit the number of violations noted during inspections by requesting residents to take the time necessary to identify any potential infractions on their Property, and cure them prior to inspection. The number, nature, form and scheduling of all such communications shall be left to the good faith discretion of the Community Association, each Neighborhood Association, and their respective staffs.

III.

Rules of Interpretation

A. Delegation of Authority.

1. As provided by Florida statutes and the PPCA Declaration, the PPCA Board may, in its sole discretion, delegate, from time to time, such powers and duties to the Community Association Manager, or to such other person, as may be necessary or appropriate under the circumstances to enable the PPCA Board to fulfill the purposes and goals of this Policy.

2. In conjunction with any such delegation of authority, the PPCA Board may adopt additional policies and procedures for the Community Association Manager or such other appointed persons to follow, or to be utilized in connection with the enforcement process, as set forth in the Policy.

B. Exercise of Authority.

1. General, good faith, compliance with this Policy shall be sufficient to ensure fairness in the enforcement process.

2. The prior imposition of fines or other penalties pursuant to this Policy shall not be deemed a prerequisite to the initiation of legal proceedings seeking other remedies authorized by law or in equity to enforce the Declaration, CCRs, Rules and Regulations, and the Governing Documents.

3. The PPCA Board, or the Community Association Manager, in consultation with members of the PPCA Board, where appropriate, shall have the authority to disregard the provisions of this Policy, and pursue such alternate enforcement remedies as may be authorized by law or in equity to enforce the Declaration, CCRs, Rules and Regulations, and the Governing Documents, in circumstances where: (i) the alleged behavior of a person constitutes a violation of criminal law, or (ii) poses a threat to the health, peace, safety, or welfare of the residents of the Community, or (iii) in other circumstances where the PPCA Board and/or President believes such alternative remedy is justified and appropriate, in their sole discretion.

C. Rules of Construction.

1. Capitalized terms shall have the meanings given them as set forth in the text of this Policy, and if not herein defined, shall have the meaning given them in the Declaration.

2. For compliance purposes, the word “Day” refers to a calendar day and not a business day.

3. In the event of any inconsistency between a procedure for enforcement of a particular covenant, condition, restriction, or any other provision set forth in the Declaration, and this Policy, the terms of the Declaration shall control.

4. No fine or other penalty imposed under the terms of this Policy can exceed the fines or penalties permitted under Florida law.

5. This Policy is adopted by the PPCA Board as a component of the Rules and Regulations applicable to the Community and all Property within the Community, and may be amended by the PPCA Board, from time to time, at a meeting called for such purpose.

6. For purposes of this Policy, the term “President” refers to the President of the PPCA Community Association.

7. For purposes of this Policy, if the Community Association has retained the services of more than one Community Association Manager charged with enforcement responsibilities, each Community Association Manager shall have the right to exercise all powers and duties set forth hereunder, including the right to enforce all Rules and Regulations, but limited to the jurisdiction delegated to it. For example, if, at any time, there is a separate Community Association Manager for the Town Center, and another for all areas outside the Town Center, each may have enforcement capabilities, but only within the specific areas delegated to it by the PPCA Board.

8. When called upon to exercise its enforcement responsibilities, action to be taken by the Community Association Manager shall be taken by and through its General Manager, or its Assistant General Manager, or by any other officer specifically appointed by the respective Community Association Manager to enforce the PPCA Rules and Regulations and, in general, the Covenant Enforcement Policy set forth herein.

IV.

Uniform Process for Covenant Enforcement

A. Initiation of the Enforcement Process.

1. An alleged violation may be observed or witnessed and then brought to the attention of the PPCA Board in a variety of ways, including as the result of either a periodic property inspection conducted by the Community Association Manager, or a complaint made by a Neighborhood Association, an Owner, tenant, occupant, or other person.

2. Any such complaint involving a violation of the Declaration, CCRs, Rules and Regulations or of the Governing Documents, or uses of or activities occurring within, the Common Property under the jurisdiction of the Community Association, will be referred to, and initially reviewed by, the Community Association Manager.

3. It is the policy of the PPCA Board that alleged violations of a Neighborhood Declaration pertaining to Owners of Property within a local residential Neighborhood shall be referred to that local Neighborhood Association for handling, and that preferably such alleged violation will be handled by the Neighborhood Association.

4. It is the preferred policy of the Community Association for its Community Association Manager to issue an informal warning and an opportunity to cure to first time offenders for minor violations, prior to more formal proceedings.

5. However, where a person has previously violated the Declaration, the Rules and Regulations or the Governing Documents in the past, or where the current alleged violation is sufficiently serious, as determined in the discretion of the PPCA Board, or by the Community Association Manager, after consulting with two (2) PPCA Board Members, the formal Policy procedure may be initiated without a prior warning or opportunity to cure. Similarly, should a person fail to take action to cure the violation following issuance of the informal warning, the formal Policy procedure should be initiated.

6. The Community Association Manager, shall initiate the first step of the formal enforcement Policy procedure through the issuance of a “**Notice of Violation**”, generally in the form attached to this Policy as Exhibit “B” or similar form. The Community Association Manager may confer with the PPCA Board, its President, and/or legal counsel, in attending to this function, but shall be delegated the general authority and responsibility to provide the initial Notice of Violation.

7. The PPCA Community Association Manager may: (i) coordinate with, and request information regarding all violations from, the local Community Managers; and (ii) upon request

keep the PPCA Board reasonably advised of all open (uncured) violations and progress made in remediating all such violations.

8. The Community Association Manager shall have the authority and discretion to confer with the PPCA Board, and/or its legal counsel, but shall be delegated the general authority (subject always to contrary direction by the PPCA Board, or at least two (2) members thereof) to determine which violations shall be initially addressed through a warning letter, phone call, email or other form of notice, and which shall be initiated without the provision of a warning, but instead through issuance of a formal Notice of Violation, as referenced above. In the event the alleged violator is given an opportunity for remediation of the violation, the Notice of Violation shall designate a firm date by which remediation must have been achieved.

9. If serving a Notice of Violation does not result in the resolution of the alleged violation to the satisfaction of the Community Association Manager, or in cases where no Notice of Violation is issued, the Community Association Manager, on behalf of the PPCA Board and/or President, shall place the matter on the agenda of a regular or specially scheduled meeting of the PPCA Board, for consideration of the violation and possible levy of a fine and/or other appropriate penalty.

10. In order to promote Policy goals of fairness and uniformity, the PPCA Board has adopted a schedule of fines for common and/or recurring types of violations, and has attached the same to this Policy as Exhibit "A" (the "**Schedule of Fines**"). This Schedule of Fines is subject to amendment from time to time, by action of the PPCA Board. Fines may be as much as \$100 per day (if a continuing violation), or occurrence, up to a maximum of \$1000 per violation, unless a higher amount is otherwise provided in the Declaration, Rules and Regulations, or Organizational Documents. In the event a violation is included within the Schedule of Fines, the adoption of this Policy shall satisfy the requirements in Section IV. A. 9. above, for consideration by the PPCA Board, it being the intent that the Community Association Manager shall have discretion to determine that a violation of any item within the Schedule of Fines has occurred in lieu of formal PPCA Board action for each violation.

11. The Schedule of Fines also incorporates a standardized table of the maximum times to be given an Owner or other violator to cure or remediate certain types of typical violations, subject to modification by the Community Association Manager when working with an Owner on an agreed plan for remediation.

12. The list of violations set forth in the Schedule of Fines is not intended to be exhaustive. There are many other potential violations which could occur. The PPCA Board shall set the fine or other penalty to be imposed in reference to a violation which is not included in the Schedule of Fines.

13. In addition to levying a fine, the PPCA Board may also elect to suspend, for a reasonable period of time, the right of an Owner, or an Owner's tenant, guest, or invitee, to use the Community's Common Properties as set forth in the Declaration; provided, however, that any suspension will never prohibit an Owner or tenant from having vehicular and pedestrian ingress and egress to their home, or from use of utility services to their home.

14. In accordance with PPCA Declarations, §4.8.2 and Florida Statute §720.305 if an Owner is more than 90 days delinquent in paying any fee, fine, or other monetary obligation due to the PPCA, the PPCA Board may suspend the rights of the Owner, or the Owner's tenant, guest, or invitee, to use common areas and facilities until the fee, fine, or other monetary obligation is paid in full; provided, however, that (in accordance with Florida law) a suspension may not prohibit an Owner or tenant from having vehicular and pedestrian ingress to and egress from the Owner's parcel, including the right to park. Further, the PPCA Board may suspend the voting rights of a parcel or Owner for the nonpayment of any fee, fine, or other monetary obligation due to the PPCA that is more than 90 days delinquent. Any suspension due to nonpayment as contemplated by this Section shall require PPCA Board action, but shall not require any special notice otherwise required by the Policy other than routine posted notice of the Board meeting where the fine and/or suspension will be considered as a result of nonpayment.

B. PPCA Board Action.

1. Except as provided in Section IV. A. 14., above, if at the meeting of the PPCA Board, a majority of the PPCA Board votes to levy a fine and any other penalty, the Property and person against whom the fine and/or other penalty is levied shall be sent written notice of the PPCA Board's action levying the fine and any other penalty, and further be notified of the opportunity for a hearing before the Appeals Committee where the fine and any other penalty shall be considered by the Appeals Committee for confirmation or rejection of the fine and any other penalty as determined by the PPCA Board.

2. The written notice shall be in a form generally equivalent to the "**Notice of Hearing**" attached hereto as Exhibit "C", and shall be sent by both: (i) certified mail, return receipt requested, and (ii) by regular mail, a minimum of 14 days prior to the date set for the meeting at which the hearing would be conducted. E-mail copies shall also be sent, provided that the Owner has provided an email address to the Community Association.

V.

Right to a Hearing and Appeal

A. Creation of Appeals Committee.

1. The Appeals Committee shall consist of no less than five (5) members appointed by the PPCA Board who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee.

2. The Appeals Committee members shall serve at the pleasure of the PPCA Board. The Appeals Committee members may be removed or replaced on motion of the PPCA Board, documented in the minutes, without need for further resolution of the PPCA Board. The PPCA Board has the power to fill vacancies in the Appeals Committee and, at any time, remove any member of the Appeals Committee with or without cause. The PPCA Board also has the power

to dissolve such Appeals Committee. The Appeals Committee may, amongst itself, elect a Chair and, if desired by the Appeals Committee, a Vice-Chair.

B. The Hearing Procedure.

1. The Appeals Committee shall be empowered with the authority to conduct hearings/meetings. Only three (3) Appeals Committee Members are permitted for any hearing of the Appeals Committee.

2. Actions of the Appeals Committee shall be by vote of a majority of the Appeals Committee Members present/participating in the meeting/appeal. The Appeals Committee shall approve or disapprove the proposed fine and/or penalty regardless of whether the Owner attends the meeting/hearing or not.

3. At said hearings, the Appeals Committee shall solely be empowered with the authority to either confirm or reject the fine or other penalty levied by the PPCA Board, based upon the correct application of the process set forth in this Policy. The Appeals Committee can not vary the amount of the fine imposed by the PPCA Board.

4. The Appeals Committee may be conducting multiple hearings at one meeting. In order to enable the Appeals Committee to afford all parties, and their witnesses, adequate time to make their respective appeal presentations, each Owner is expected to notify the Appeals Committee at least five (5) days prior to the scheduled meeting/hearing, and in the manner specified in the Notice of Hearing, of either: (i) their intent not to appear and conduct a hearing; or (ii) their intent to proceed with a contested hearing. In the event the Owner fails to so inform the Appeals Committee, but instead shows up expecting a contested hearing (when none had been requested), the Appeals Committee reserves the right to adjourn the hearing on that matter, and reschedule it to a future date. If the Owner requests a contested hearing, then at the hearing, the Owner and, if applicable, the alleged violator (if different from the Owner), shall have an opportunity to present documents, and to provide written and oral argument on the issues involving the imposition of the fine or other penalty imposed, and shall have an opportunity at the hearing to respond to any material considered by the Community Association. In response, the Community Association Manager will present its response, including any relevant evidence, as well as the amount of the fine and nature of any other penalty imposed by the PPCA Board.

5. Appeals Committee members may ask questions to clarify issues, if necessary. Formal rules of evidence shall not be applicable. At the conclusion of the hearing/meeting, the Chair will advise all parties in attendance that the decision of the Appeals Committee is final, and that a written decision will be sent via email to the Community Association Manager, and the Owner (provided the Owner has provided an email address), as soon as possible, and the hearing portion of the meeting will be closed.

6. After the hearing/meeting has been closed or if the Owner does not request a contested hearing, the Appeals Committee will review the documentation and other information provided, and vote to impose or reject the fine, suspension, or other permissible sanction that the PPCA Board has levied. The Appeals Committee will typically meet to make the determination at the conclusion of the hearing, but if circumstances require, may choose to deliberate and vote, at a separate meeting held for that purpose. The Appeals Committee may elect to conduct its deliberation and vote on an appeal in closed session.

7. If the fine or other penalty is approved by the Appeals Committee, the fine shall be deemed imposed without further action of the PPCA Board. If the fine or other penalty is rejected by the Appeals Committee, it may not be imposed.

8. If the fine is approved, the Community Association Manager shall deliver a “**Notice of Imposition of Fine**” in a form generally equivalent to Exhibit “D” attached hereto by mail or hand delivery, with a copy sent via email, provided an email address has been provided.

9. Any fine levied by the PPCA Board, and approved by the Committee, is due to be paid within five (5) days of either: (i) the date of the Notice of Imposition of Fine, or (ii) the hearing before the Appeals Committee, whichever is later.

10. If the fine levied by the PPCA Board is rejected, the Community Association Manager shall so advise the Owner, by mail or hand delivery of a simple letter to that effect, with a copy sent by email, provided an email address has been provided. *See Exhibit D for suggested language.*

**SCHEDULE OF FINES AND TIME TO BE
PROVIDED FOR THE REMEDIATION OF A VIOLATION
[For Common and/or Recurring Types of Violations]***

Description	Notice of Hearing	Imposition of Fine	Fine Per Infraction
Exterior Modification w/o ACC Approval	14 Days	5 Days from Letter Date	\$100.00**
ACC not to approved plan	14 Days	5 Days from Letter Date	\$100.00/day
Paint/Repair Fascia	14 Days	5 Days from Letter Date	\$50.00/day
Trim Palm Fronds	14 Days	5 Days from Letter Date	\$50.00/day
Trim Hedges 8ft or 6ft	14 Days	5 Days from Letter Date	\$50.00/day
Removal of Dead Tree	14 Days	5 Days from Letter Date	\$50.00/day
Clean Driveway	14 Days	5 Days from Letter Date	\$50.00/day
Turf Replacement	14 Days	5 Days from Letter Date	\$50.00/day
Replace Landscaping	14 Days	5 Days from Letter Date	\$50.00/day
Tree Trimming	14 Days	5 Days from Letter Date	\$50.00/day
Clean/Repair Mailbox	14 Days	5 Days from Letter Date	\$50.00/day
Replace Mailbox	14 Days	5 Days from Letter Date	\$50.00
Touch Up Paint	14 Days	5 Days from Letter Date	\$50.00/day
Repair/Clean Driveway & Sidewalk	14 Days	5 Days from Letter Date	\$50.00/day
Clean Roof	14 Days	5 Days from Letter Date	\$50.00/day
Roof — Replace Tiles	14 Days	5 Days from Letter Date	\$50.00/day

Remove Stump	14 Days	5 Days from Letter Date	\$50.00/day
Boat Storage	14 Days	5 Days from Letter Date	\$100.00/day
Camper Storage	14 Days	5 Days from Letter Date	\$100.00/day
Commercial Vehicle	14 Days	5 Days from Letter Date	\$100.00/day
Remove Misc. Objects	14 Days	5 Days from Letter Date	\$50.00/day
Excessive Noise	14 Days	5 Days from Letter Date	\$50.00
Dog-Clean up	14 Days	5 Days from Letter Date	\$50.00
Pets Not on Leash	14 Days	5 Days from Letter Date	\$50.00
Debris	14 Days	5 Days from Letter Date	\$50.00
Verbal Abuse of Staff	14 Days	5 Days from Letter Date	\$100.00
Rental Policy	14 Days	5 Days from Letter Date	\$100.00
Age Restrictions	14 Days	5 Days from Letter Date	\$100.00
Damage to Assoc. Property	14 Days	5 Days from Letter Date	Actual Cost of Repair/Replacement

*Please see the PPCA Covenant Enforcement Policy which recognizes that PPCA Board may adopt other Rules and Regulations which are subject to enforcement and fines/penalties.

**In addition to a fine, the remedies available for non-compliance also include suspension of privileges from use of the Association Common Property, such as, but not limited to the Town Center.

EXHIBIT “B”

SAMPLE NOTICE OF VIOLATION

_____ [Date Sent]

]/TO BE SENT BY FIRST CLASS MAIL AND EMAIL]

TO: *[Owner Address of Record, Name All Record Owners Per Deeds, if Owner Occupied Parcel] or [Tenant/Non-Owner Occupant at Parcel’s Address, if Non-Owner-Occupied Parcel]*

Dear *[Owner, if Owner Occupied Parcel] or [Name Tenant/Non-Owner Occupant, if Non-Owner-Occupied Parcel]*:

The following violations of the Community Declaration for Pelican Preserve, or the Rules and Regulations adopted thereunder (the **“Declaration”**), have been noted with regard to the Property you are occupying at *[fill in the street address]* in Pelican Preserve, or the conduct of you, the Property’s Occupants, Guests, Licensees, or Invitees:

[Insert violation(s) here including citation to Declaration (or the Rules and Regulations adopted thereunder) and as much detail as possible as to date(s), time(s) and place(s) of alleged violation(s)].

Please be advised that if this violation (*these violations*) is (*are*) not corrected by *[date*]*, or if further violations occur, the Pelican Preserve Property Owners Association, Inc. (the **“Community Association”**) reserves the right to take further action against you to enforce the Declaration (or the Rules and Regulations adopted thereunder). In order to make corrections, you are required to *[fill in demanded relief here]* and when you have done so, please advise Castle Group, LLC, 10571 Veneto Drive, Fort Myers, Florida 33913, at *[phone number]* or *[e-mail address]*, so that a reinspection can be made.

If you fail to comply, further legal action may ensue without further notice or demand. Such legal action may include (but is not limited to): (i) the imposition of a fine following a proper notice and opportunity for hearing as required by law; and/or (ii) the suspension (for a reasonable period of time) your right (or that of your tenant) to use common areas and facilities owned and operated by the Community Association; and/or (iii) the filing of a lawsuit for damages in the court of appropriate jurisdiction; and/or (iv) service of a demand for mediation pursuant to Section 720.311, Florida Statutes. In the event the Community Association takes any of the foregoing legal actions, the Community Association will seek to recover its attorneys’ fees and costs as permitted by the Declaration (or the Rules and Regulations adopted thereunder) and the Florida Homeowners’ Association Act, Chapter 720 of the Florida Statutes.

[Include this paragraph only if Parcel is Non-Owner Occupied]. This Notice is also being provided to the record Owner(s) of the Parcel. Pursuant to Florida law and the Declaration (or the Rules and Regulations adopted thereunder), the Owner is jointly and severally liable for the conduct of his or her Tenants, and the Occupants of the Parcel, as well as their Guests, Licensees, or Invitees. Accordingly, if the violation is not corrected, this letter serves as notice that the Community Association may also take the above-referenced actions against the Owner(s), either directly, or jointly and severally.

Very truly yours,

[Community Association Manager]

On behalf of the PPCA Board of Directors

cc: *[If Owner Occupied, Owner by e-mail, if Community Association has e-mail address, certified mail and regular mail]*

[If Non-Owner Occupied, Tenant/Non-Owner Occupant by e-mail if Community Association has e-mail address, certified mail and regular mail]

[If Non-Owner Occupied, Owner Address of Record by regular mail and e-mail if Community Association has e-mail address, certified mail and regular mail]

[PPCA Board President]

*In general, as set forth in the Schedule of Fines, when the Notice of Violation is given, 7 to 15 days will be provided as a grace period for correction of most violations. Other violations may result in the initiation of a proposed fine without a prior warning, and this letter would not be used. The Community Association Manager shall have the authority to require more timely compliance, including immediate compliance, in appropriate circumstances, as well as more liberal compliance deadlines, as determined in the discretion of the Community Association Manager in consultation with the President.

EXHIBIT “C”

SAMPLE NOTICE OF RIGHT TO AN APPEAL AND A HEARING

_____ [Date Sent – Recommended to be sent at least 20 days before hearing].

**TO BE SENT BY CERTIFIED MAIL # [Fill in Tracking Number from Green Card Here]
WITH A COPY SENT BY EMAIL.**

TO: [Owner Address of Record, Name All Record Owners Per Deed, if Owner Occupied Parcel]
or [Tenant/Non-Owner Occupant at Parcel’s Address, if Non-Owner-Occupied Parcel].

Dear [Owner, if Owner Occupied Parcel] or [Name Tenant/Non-Owner Occupant, if Non-Owner-Occupied Parcel]:

Section 720.305(2), Florida Statutes and the Pelican Preserve Covenant Enforcement Policy (the “**Policy**”) authorizes the Pelican Preserve Property Owners Association, Inc. (the “**Community Association**”) to levy reasonable fines and to impose other penalties against any Owner or any Owner’s Tenant, Guest, or Invitee for the failure of the Owner of the Parcel or its Occupants, Licensees, or Invitees to comply with any provision of the Declaration (or the Rules and Regulations adopted thereunder).

[If fining, and Notice of Violation was given in advance, use the following paragraph]:

The violation described in the Community Association’s Notice of Violation dated _____, 20____, copy attached, has not been corrected and/or has resumed. Accordingly, the Community Association Board of Directors (the “**PPCA Board**”) has levied a fine against you in the amount of [insert amount of fine and state per day fine and number of days if a continuing violation]. [And, if applicable, add the following]: In addition to the stated fine, the PPCA has suspended your right to use common areas and facilities of the Community (other than your right of access to your home and utility services to your home) for a period of [state period of suspension].

[If fining and NO Notice of Violation was given in advance, use this paragraph instead of previous paragraph]:

The PPCA Board has levied a fine against you in the amount of [insert amount of fine/\$100.00 per day per violation, up to \$1,000 in the aggregate for a continuing violation and state per day fine and number of days]. The following violations of the Declaration (or the Rules and Regulations adopted thereunder) have been noted with regard to the Parcel you own and/or are occupying at Pelican Preserve, or the conduct of you, your Parcel’s Tenants, Occupants, Guests, Licensees, or Invitees. [Insert violation(s) here including citation to Declaration (or the Rules and Regulations adopted thereunder) and as much detail as possible as to date(s), time(s) and place(s) of alleged violation(s)].

[In the case of a serious violation, even if NO Notice of Violation was given in advance, where suspension of rights is imposed, include the following]:

In addition to the stated fine, the PPCA has suspended your right to use common areas and facilities of the Community (other than your right of access to your home and utility services to your home) for a period of *[state period of suspension]*.

Pursuant to Section 720.305(2)(b), Florida Statutes, you may request a hearing before the Compliance Appeals Committee (the “**Appeals Committee**”), an impartial committee of at least three (3) members appointed by the PPCA Board who are not officers, directors, or employees of the Community Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee). This meeting will be held on the [day] of [month], [year], at [time] at [place, include address] to determine whether to confirm or reject the fine levied by the PPCA Board.

Please notify *[Community Association Manager]* at *[phone number and email]* at least five days prior to the scheduled meeting/hearing if you intend to participate. If you elect to participate in the hearing/meeting you may present documents and provide written and oral argument on the issues involving the imposition of the fine and any other penalty imposed by the PPCA Board. You shall have an opportunity at the hearing to respond to any material considered by the Community Association.

If you fail to appear after electing to participate or decide to not participate at the hearing/meeting, the fine/suspension, if confirmed by the Appeals Committee, will be imposed. If the Appeals Committee rejects the fine and/or suspension, it will not be imposed. You will receive written notice of the final determination.

[Include this paragraph only if Parcel is Non-Owner Occupied]. This Notice is also being provided to the record Owner(s) of the Parcel. Pursuant to Florida law and the Declaration (or the Rules and Regulations adopted thereunder), the Owner is jointly and severally liable for the

conduct of his or her Tenants, and the Occupants of the Parcel, as well as their Guests, Licensees, or Invitees. Accordingly, the fine and/or suspension may also be imposed against the Owner(s), either directly, or jointly and severally. In cases where only a non-Owner (e.g., Tenant, Occupant or Invitee) is fined, the Owner shall be jointly and severally liable for payment of the fine.

Very truly yours,

[Community Association Manager]

On behalf of the PPCA Board of Directors

cc: *[If Owner Occupied, Owner Address of Record by certified mail and regular mail w/encl. and e-mail w/encl., if Community Association has e-mail address]*

[If Non-Owner Occupied, Tenant/Non-Owner Occupant by certified mail and regular mail w/encl. and e-mail w/encl., if Community Association has e-mail address]

[If Non-Owner Occupied, Owner Address of Record by Certified Mail (with tracking number) w/encl., regular mail w/encl. and e-mail w/encl., if Community Association has e-mail address]

[PPCA Board President]

EXHIBIT “D”

SAMPLE NOTICE OF IMPOSITION OF FINE [AND OTHER PENALTY]

CERTIFIED MAIL # [Fill in Tracking Number from Green Card Here] WITH COPY SENT BY REGULAR MAIL AND EMAIL

TO: [Owner Address of Record, Name All Record Owners Per Deed, if Owner Occupied Parcel] or [Tenant/Non-Owner Occupant at Parcel’s Address, if Non-Owner-Occupied Parcel]

RE: Notice of Violation Dated [Include date and use only if Notice of Violation was given in advance]; Hearing Held _____, 20__

Dear [Owner, if Owner Occupied Parcel] or [Name Tenant/Non-Owner Occupant, if Non-Owner-Occupied Parcel]:

If the fine/penalty was not confirmed, used this language:

On _____, 20__ [fill in date of hearing], the Compliance Appeals Committee (the “**Appeals Committee**”) did not approve the fine levied by the PPCA Board in the amount of [\$_____ per day/\$_____ cumulative, be specific], as authorized by law. Nor did the Committee approve the suspension of your right to use the common areas and facilities owned and operated by the Community Association. As such, this matter is now closed.

On _____, 20__ [fill in date of hearing], the Compliance Appeals Committee (the “**Appeals Committee**”) confirmed the fine levied by the PPCA Board in the amount of [\$_____ per day/\$_____ cumulative, be specific], as authorized by law. As such, the PPCA Board has imposed a fine in the total amount of \$_____. **Payment of the fine is due (must be received by the Community Association) no later than five (5) days after the date of the Appeals Committee meeting at which the fine is approved, or five (5) days from the date of this letter, whichever is later.**

[Include this paragraph only if suspension was also imposed]:

In addition to the fine, the PPCA Board suspended your right to use common areas and facilities owned and operated by the Community Association, provided, however, that the suspension does not apply to your right of access to your home, or utility services servicing your home. This suspension is for a period of [here identify the exact term of the suspension]. The Appeals Committee confirmed this aspect of the penalty imposed on you as well.

[Include this paragraph only if Parcel is Non-Owner Occupied]:

This Notice is also being provided to the record Owner(s) of the Parcel. Pursuant to Florida law and the Declaration (or the Rules and Regulations adopted thereunder), the Owner is jointly and severally liable for the conduct of his or her Tenants, Occupants, Guests, Licensees, and Invitees and for fines imposed upon them. Accordingly, this Notice serves as notice to the Owner(s) that he/she/they are jointly and severally liable for the payment of the fine.

You may remit payment of the fine to the Community Association, c/o Castle Group, LLC, 10571 Veneto Drive, Fort Myers, Florida 33913 (*edit as appropriate*). Checks should be made payable to the Pelican Preserve Property Owners Association, Inc.

If you fail to pay the fine, the Community Association reserves all rights available under law to collect the fine. These include (but are not limited to) additional fines as may be permitted by law, filing an action in a court of competent jurisdiction to recover the fine, and [*if a suspension was imposed as part of the penalty*] extending the suspension of your right to use common areas and facilities [*or if a suspension was not originally imposed as part of the penalty*] if the fine remains unpaid for more than 90 days, suspending your right to use common areas and facilities to the extent authorized by Florida Statutes, Section 720.305, until the fine is paid in full.

Pursuant to the Community Association's Bylaws, the prevailing party in any action to collect a fine is entitled to recover their attorneys' fees from the non-prevailing party. Pursuant to Florida law, the prevailing party in other proceedings is likewise entitled to recover reasonable attorneys' fees and costs.

Thank you for your prompt attention to his matter.

Very truly yours,

[*Community Association Manager*]

On behalf of the PPCA Board of Directors