

AMELIA PARK NEIGHBORHOOD ASSOCIATION, INC.

**PROCEDURES FOR ENFORCEMENT OF THE
DECLARATION AND MASTER DEED RESTRICTIONS**

The purpose of this document is to establish uniform and consistent Procedures for implementation and enforcement of the Amelia Park Declaration of Charter, Easements, Covenants and Restrictions (the “Declaration”), and the Rules and Regulations promulgated by the Association (the “Rules”), and the Amelia Park Master Deed Restrictions (the “Master Deed Restrictions”).

The intent of these Procedures is to preserve community values, harmony and standards by promoting resident compliance with the Declaration, the Master Deed Restrictions and the Rules.

Also, Chapter 720, Florida Statutes, provides specific guidance with respect to enforcement of covenants and use restrictions. These Procedures comply with the statute, as amended, and paragraphs 10.7 “Rules & Regulations” and 10.8 “Enforcement” of Article X of the Declaration.

Violations are any departures from the provisions of the Declaration, the Master Deed Restrictions or the Rules which include but are not limited to neglect or failure to maintain lawns and landscape (including providing adequate irrigation), lack of proper maintenance of exterior surfaces and structures, unauthorized storage of boats, trailers and RVs, and unauthorized material changes, modifications or alterations to the exterior of dwellings or associated landscaping, including the installation of satellite dishes without prior approval thereof.

The following procedures are to be employed:

1. REPORTING:

An alleged violation can be reported at any time by any property owner or resident to the Association’s property manager, along with any available supporting documentation such as a photo. Notification of the alleged violation can be made in writing, including e-mail, (recommended) or by telephone. Periodic inspections of the community are conducted also by the Association.

2. FIRST NOTICE:

When confirmed by the property manager that an activity or condition inconsistent with the governing documents or Rules has occurred or is occurring, a notice (“First Notice”) will be sent by the property manager to the property owner by First Class US Mail, e-mail or, by hand delivery to the property owner’s residence if within Amelia Park. The First Notice shall identify the specific activity or condition, the requested corrective action and a time period for correction. If the subject property is a rental property, an identical notice will be sent to the tenant. The property owner is responsible for all violations by tenants or guests.

The property owner shall have fourteen (14) calendar days from the date of the First Notice to respond to same or begin correction of the cited activity or condition within the time period specified. The property owner may respond either in writing, e-mail, or by telephone to the Association's property manager. The property owner is encouraged to contact the property manager in the event of any questions and to advise correction of the matter.

3. NOTICE of VIOLATION: (Second Notice)

a) In the event the matter is not corrected within the time period specified in the First Notice, or as otherwise agreed-to, or no response is received from the property owner, a Notice of Violation ("Second Notice") will be sent by the property manager to the property owner by First Class US Mail, to the property owner's address of record.

b) The Second Notice shall describe:

- The prior First Notice
- The specific violation
- Requested corrective action
- The time period for correction, and
- That absent corrective action a fine ("Fine") of \$50 per violation may be levied after the Third Notice. Also, a fine of \$50 may be levied for each day of a continuing violation. For the latter, the fine will begin to accumulate beginning the fifteenth day after the date of Second Notice.

c) The Property Owner:

(i) May correct the violation within the time period for correction as stated in the Second Notice, or

(ii) The Association and property owner agree in writing that the violation will be corrected within a mutually agreed time period.

4. NOTICE OF PROPOSED FINE and HEARING (Third Notice):

a) If after the Second Notice a property owner fails to comply with alternatives 3c (i) or (ii) above, then a Notice of Proposed Fine and Hearing ("Third Notice") will be sent to the property owner advising that a fine may be imposed in accordance with the requirements of the Declaration and Chapter 720, Florida Statutes. The Third Notice will be sent by the property manager by both First Class US Mail, and by US Mail, Certified Delivery, return receipt requested, to the property owner's address of record.

5. HEARINGS & FINE:

A Fine or suspension may not be imposed without at least fourteen (14) calendar days notice to the property owner to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members of a Covenants' Committee. The Covenants' Committee shall consist of five Association members appointed by and serve at the pleasure of the Board. Committee members may not be officers, directors, or

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employees of the Association, nor the spouse, parent, child, brother, or sister of an officer, director or employee of the Association.

a) Hearings shall be coordinated with the Covenants' Committee and scheduled by the Association's property manager.

b) A minimum of three (3) members of the Covenants' Committee shall participate in the hearing. The Association's property manager or the Board's designee shall present evidence of the violation. The property owner also may present evidence in person or through an authorized representative. If the Committee, by majority vote, does not approve the proposed Fine or suspension, it may not be imposed.

c) If the Association imposes the Fine or suspension, the Association must provide written notice using the address of record of such Fine or suspension by both First Class US Mail, and US Mail Certified Delivery, return receipt requested, or hand delivery to the parcel owner, and, if applicable, to any tenant, licensee, or invitee of the parcel owner.

d) Fines shall be charged against the Lot as an Individual Lot Assessment. All fines are monetary amounts due to the Association and in the event of nonpayment, the Board shall have the right to suspend the property owner's common facility use rights and voting rights in the Association, and take any other action permitted by the Declaration, the Master Deed Restrictions or applicable law. In any court action to recover a Fine, the Association is entitled to collect reasonable attorney's fees and costs from the property owner.

6. The Association's requirements for appointment to the Covenants' Committee include:

Candidates must be a property owner and full-time resident of Amelia Park and in good standing with the Association.

This document supersedes and replaces in their entirety all prior Association Board Resolutions for Covenant Enforcement.

Adopted by Board of Directors Resolution August 19, 2013