

PARKSIDE PLACE HOMEOWNERS ASSOCIATION, INC.

COVENANT ENFORCEMENT POLICY

The Board of Directors of Parkside Place Homeowners Association, Inc. ("Association") hereby approves this Covenant Enforcement Policy, directs it be added to the Governing Documents of the Association and mandates that this policy be adhered to by the Association and its management company as follows:

Repeat violations will be deemed a continuation of the original violation.

Continued non-compliance with the Governing Documents and this Covenant Enforcement Policy will result in the matter being forwarded to the Association's attorney for enforcement. Pursuant to Florida law, the expense of any attorney's fees and costs required to enforce the Declaration will be charged to the Unit Owner.

NOTIFICATION OF VIOLATION

1. **First Notice.** In the event of a violation of the Association's Governing Documents, the Association shall provide a courtesy notice ("Friendly Reminder") providing fourteen (14) days to bring the property into compliance or provide an acceptable action plan to the CAM to resolve the violation. The CAM has discretion to suspend the process if a realistic resolution to a violation is deemed forthcoming.

2. **Final Notice.** In the event that the property does not come into compliance within the time period specified in the Friendly Reminder, the Association shall issue a second notice ("Final Notice") providing ten (10) days to bring the property into compliance. It is the responsibility of the Owner to advise the management company, in writing, as to how/when the violation was corrected.

Each notice shall contain:

- A description of the violation(s)
- The curative act or actions that must be performed to cure the violation(s).

ATTORNEY ENFORCEMENT

If the property remains in violation after the expiration of ten (10) days after the Final Notice is mailed, the Association shall forward the matter to its legal counsel. The Association's legal counsel shall then initiate enforcement actions which could include pre-suit mediation and, if necessary, a lawsuit seeking injunctive relief, as defined more specifically below. The Association's legal counsel shall be permitted to seek its attorney's fees from the Owner, or other appropriate parties, in violation of the Association's governing documents at all stages of enforcement.

While the Board of Directors contemplates that the above procedure will be followed for most violations of the Association's covenants and rules, the Board recognizes that certain violations, either based on the egregiousness of the violation or the threat the violation poses to the safety and welfare of the Association, may require the Association to deviate from the procedure above and forward the

matter directly to the Association's attorney for legal action or provide less than two (2) notices before sending such violation to the Association's legal counsel. Additionally, based on the specific nature of the violation, the Association's Board of Directors may determine that it is in the best interest of the Association to exercise its self-help rights and assess the homeowner for the cost of any such efforts. Any such deviations shall not constitute a waiver of the Association's enforcement rights or selective enforcement of this policy.

The above policy and timeframes are intended to be a guideline and all actions are subject to administrative and processing delays. However, any deviation from this policy shall not constitute a waiver of any rights or remedies of the Association.

STATUTORY OFFER FOR PARTICIPATION IN PRE-SUIT MEDIATION

If a violation persists despite any of the foregoing steps being taken by the Association and the Owner has not otherwise made arrangements with the Board to cure the violation(s), the Association shall send a correspondence offering to participate in pre-suit mediation to the Owner pursuant to Fla. Stat. § 720.311 prior to the initiation of filing a lawsuit. The Owner must respond to the Statutory Offer for Participation In Pre-Suit Mediation within twenty (20) days of it being sent as set forth therein. If the Owner elects to participate in pre-suit mediation, such mediation must occur within ninety (90) days of the correspondence being sent unless the Association and Owner agree to a later date. The Association shall not be required to issue the Statutory Offer for Participation in Pre-Suit Mediation if the violation is, pursuant to the Board of Director's reasonable discretion, one that threatens the safety of the community.

PRE-SUIT MEDIATION:

Pre-suit mediation consists of meeting between the Association, its legal counsel, the Owner and a mediator. Owners may have an attorney accompany them if they so choose. The purpose of the mediation is to find a workable solution that both parties can agree to. In the event a resolution is reached a signed settlement agreement is entered into by both parties to memorialize the agreement.

DECLARATORY ACTION AND INJUNCTION AGAINST OWNER

If no response is received to the offer for pre-suit mediation, the Owner declines to participate in pre-suit mediation, or the pre-suit mediation ends in an impasse, the Association may elect to initiate a legal action against the Owner for, among other things, a declaration of its rights under Florida law and the Governing Documents and for an injunction against the Owner to require compliance with the Florida law and Governing Documents.

EXECUTED this 31 day of JULY, 2019.

Signature: 

Print Name: JAMES A. LAWSON

Title: PRESIDENT / DIRECTOR