

ASSOCIATION POLICIES AND PROCEDURES¹

THE POINTE AT PELICAN LANDING CONDOMINIUM ASSOCIATION, INC.

Attached are the following administrative rules, policies, procedures and/or Board resolutions adopted pursuant to the Florida Condominium Act and the Condominium Documents regarding the following:

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¹ Additional Policies and Procedures may be found in minutes of Board meetings or correspondence issued under the authority of the Board.

1. POSTING OF NOTICE POLICY

In accordance with the Act, the official location for posting notice of Association meetings is at the posting board located outside at the clubhouse/pool, and at the six (6) posting boards located next to the mailboxes at the Midrise Buildings. This does not preclude posting at other locations.

2. UNIT OWNER PARTICIPATION AT MEETINGS POLICY

WHEREAS, the Act provides that the Association may adopt written reasonable rules governing the frequency, duration, and manner of Unit Owner statements at meetings of the Board; and

WHEREAS, the Act provides that the Association may adopt written reasonable rules governing the frequency, duration, and manner of Unit Owner statements at Unit Owner meetings; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt rules, as contemplated by the above-referenced statutory provisions.

NOW THEREFORE, the following rules regarding Unit Owner participation at meetings are adopted:

2.1 Definitions.

2.1.1 “Board Meeting” is defined as a quorum of Directors gathered to conduct Association business.

2.1.2 “Meeting” shall mean a meeting of the Board, Statutory Committee or of the Unit Owners, as the context may permit.

2.1.3 “Statutory Committee” means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the proposed annual budget or to take final action on behalf of the Board.

2.1.4 “Statutory Committee Meeting” is defined as a quorum of Statutory Committee members gathered to conduct the business of the committee.

2.1.5 “Unit Owner” shall mean the record Owner of a Unit or Units, and where applicable, his or her holder of a lawful proxy or such other Person as may be lawfully entitled to attend Meetings on behalf of a Unit Owner.

2.1.6 “Unit Owner Meeting” is defined as a quorum of Unit Owners, in person or by proxy gathered at a lawfully noticed meeting to conduct Association business.

2.1.7 Additional Definitions. Capitalized terms used herein shall have the same meaning ascribed to them in other Condominium Documents of the Association.

2.2 Board and Committee Meetings.

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2.2.1 Attendance at Meetings. Unit Owners have the right to attend Board and Statutory Committee Meetings except as provided by law. No Person other than a Unit Owner shall be permitted to attend such Meetings, unless permitted by the Chairman of the meeting or law. Pursuant to Article 4.16 of the Amended and Restated Bylaws, Unit Owners do not have the right to attend meetings of any Committee which is not a Statutory Committee, unless permitted by the Committee Chairman or the Board of Directors. Unit Owners may not attend meetings which are closed to Unit Owner attendance pursuant to the Act.

2.2.2 Speaking at Meetings.

2.2.2.1 Unit Owners have the right to speak at Board and Statutory Committee Meetings. No other Person shall be permitted to speak at such Meetings, unless permitted by the Chairman, or required by law.

2.2.2.2 Statements by Unit Owners at Meetings shall be restricted solely to items designated on the agenda for that Meeting, unless permitted by the Chairman or a majority of the Board or Committee. No other statement shall be permitted. Statements shall be made from the Unit Owner's seat at the meeting, though the Unit Owner may stand at his or her chair, if desired.

2.2.2.3 A Unit Owner will only be permitted to speak once in reference to each designated agenda item, unless otherwise requested to speak again by the Chairman of the Meeting. A Unit Owner statement shall not exceed three (3) minutes per agenda item unless approved by the Chairman of the Meeting. Other Unit Owners cannot "yield" their time for the purpose of extending a Unit Owner's time limit. The Chairman of the Meeting shall give the floor to Unit Owners wishing to speak subsequent to the calling of the agenda item upon which the Unit Owner will make a statement, but prior to any voting of the Board or Committee upon that agenda item. In lieu thereof, the Chairman may set aside time at the beginning of the Meeting for Unit Owner statements regarding designated agenda items.

2.3 Unit Owner Meetings.

2.3.1 Attendance at Meetings. Unit Owners have the right to attend Unit Owner Meetings either in person or through a valid proxy, or as may be provided by law. No Person other than a Unit Owner, a Unit Owner's lawful proxy, or other Person permitted by law shall be permitted to attend Meetings, except agents of the Association, Persons permitted by the Chairman, or required by law.

2.3.2 Speaking at Meetings.

2.3.2.1 Unit Owners have the right to speak at Unit Owner Meetings as provided by law. No other Person shall be permitted to speak at Meetings, except agents of the Association, designated proxies, Persons otherwise legally permitted to attend, those Persons permitted to speak by the Chairman, or required by law.

2.3.2.2 Statements by Unit Owners or other Persons lawfully attending Unit Owners Meetings shall be restricted solely to items designated on the agenda for that Meeting, unless permitted by the Chairman. Statements shall be made from the Unit Owner's seat at the meeting, though the Unit Owner may stand at his or her chair, if desired.

2.3.2.3 A Unit Owner or other permitted Person will only be permitted to speak once in reference to each agenda item. A Unit Owner's or other permitted Person's statement shall not exceed three (3) minutes, unless otherwise permitted by the Chairman. Other Unit Owners or attendees permitted to speak cannot "yield" their time for the purpose of extending a Unit Owner's time limit. The Chairman of the Meeting shall give the floor to the Unit Owner subsequent to the calling of the agenda item upon which the Unit Owner will speak, but prior to any voting of the Unit Owners upon that agenda item.

2.4 Recording Meetings.

2.4.1 Unit Owners may record Board, Statutory Committee or Unit Owner Meetings as permitted by law. A Unit Owner desiring to record a Meeting shall submit written notice to the Secretary, Meeting Chair or Manager at least five (5) minutes prior to the start of the meeting.

2.4.2 No recording of Meetings shall interfere with or obstruct the Meeting, and none of the equipment used for recording shall interfere with or obstruct any Person's view of the Meeting or ability to hear the Meeting, or constitute a tripping or safety hazard. Extra lighting for recording shall not be permitted. Persons using recording equipment must do so from their seats or where that is not practical due to the nature of equipment used, a stationary location approved by the Chairman of the Meeting. Once placed, the recording device shall not be moved, nor shall the Person operating it move about the room. All recording equipment used shall conform to the electrical codes.

2.4.3 Unit Owners and other Persons may not post or permit posting recordings of Meetings on any website or other media which can be readily viewed by Persons who are not Members of the Association.

2.5 Enforcement of Meeting Rules.

2.5.1 Fines and/or Suspension. The Board of Directors may, in accordance with the fining and suspension authority and procedures set forth in the Condominium Act, levy a fine or impose a suspension against any Person who fails to comply with these Rules.

2.5.2 Legal Action. The Board of Directors may take whatever appropriate legal action is available against any Person who fails to comply with these Rules.

2.5.3 Other Remedies. Nothing in these Rules shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

3. INSPECTION OF ASSOCIATION RECORDS POLICY

WHEREAS, the Act provides that the Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt rules, as contemplated by the above-referenced statute.

NOW THEREFORE, the following rules governing inspection of the official records of the Association are adopted. Capitalized terms shall have the same meaning as defined in the Act or Condominium Documents of the Association:

3.1 Records Defined. The official records, also referred to herein as “records,” available for inspection are those designated by the Act, as the official records of the Association.

3.2 Records Available. No records other than those defined above shall be available for inspection, unless the Board determines it to be in the best interest of the Association to make such records available for inspection.

3.3 Persons Entitled to Inspect. Unit Owners shall have the right to inspect the records of the Association as permitted by law. Tenants may inspect certain records, as provided by law. All references in these Rules to Unit Owner will include record title holders and a Unit Owner’s authorized representative, and Tenants or other authorized representative where applicable.

3.4 Inspection.

3.4.1 A Unit Owner desiring to inspect records shall submit a written request by U.S. Mail or Certified U.S. Mail, Return Receipt Requested, therefore to the Association at the official address of the Association, pursuant to the most recent online records of the Florida Secretary of State, Division of Corporations.

Requests by facsimile transmission, electronic mail (e-mail) or other means do not comply with these Rules. Verbal requests do not comply with these Rules. The written request must specify the particular records the Unit Owner desires to inspect, including pertinent dates or time periods. The specification of the particular records must be sufficiently detailed to permit the Association to retrieve the exact records requested.

A Unit Owner’s inspection request shall be deemed received as follows. If sent by regular U.S. Mail, five (5) days after the date of post-mark on the letter transmitting the request. If by U.S. Certified Mail, Return Receipt Requested, the date that the receipt card was signed for by the Association.

3.4.2 Inspection of records shall be restricted solely to those records designated in the written request for inspection and shall be conducted solely by the Unit Owner signing the inspection request, or his or her authorized representative. No inspection of any other records shall be permitted. If more than one Unit Owner desires to inspect the same records, the

Association may require that such inspections are conducted at different times provided that co-Owners of a Unit may inspect records together. If a Unit Owner has designated an authorized representative, either the Unit Owner or the authorized representative may inspect the records; however, both parties may not inspect the records together. However, this shall not preclude a Unit Owner from inspecting the records with the Unit Owner's representative if such representative is a Certified Public Accountant licensed to practice in Florida, or an Attorney at Law, admitted to practice in Florida.

3.4.3 A Unit Owner shall not submit more than one (1) written request for inspection of records per calendar month. Any request submitted more frequently shall be null and void and need not be acknowledged by nor responded to by Association.

3.4.4 Inspections of records shall be conducted at the office where the Association's records are maintained or at such other location as may be designated by the Association. Records must be made available for inspection in Lee County or within forty-five (45) miles of the Condominium. No Unit Owner shall remove original records from the location where the records are inspected. No marks or alterations shall be made on original records.

3.4.5 Records shall generally be made available for inspection by the Association on or before the tenth (10th) working day subsequent to receipt by the Association of the written request for inspection. This time frame may be extended upon agreement of the Unit Owner or for good cause. In addition, this time frame shall be extended in the event the records are so voluminous, or otherwise in such condition as to render this time frame unreasonable. The Association may rebut any statutory presumption by obtaining an opinion from legal counsel that the Association has, under the circumstances, attempted to address the Unit Owner's records inspection request promptly and in good faith. The Association shall notify the Unit Owner by telephone or in writing (including e-mail), that the records are available and the time, date and place for such inspection. Inspection shall be made only during normal Association business hours, or during the normal business hours of the location of inspection if other than the Association office. For the purposes herein, "working day" shall mean Monday through Friday, exclusive of federal, state and local holidays in which the office of the Association or office where the records are being made available for inspection is closed. For purposes herein, "normal business hours" shall be the hours the Association office is customarily open, or the hours the location where the records are to be inspected is customarily open, or if there are no customary hours of operation, then 9:00 A.M. to 12:00 P.M. and 1:00 P.M. to 5:00 P.M., all on a working day. No Unit Owner shall be entitled to inspect records for more than nine (9) hours cumulatively in any calendar month. At the request of either the Association or the Unit Owner, inspections may be broken up into segments, provided that three (3) inspection visits per calendar month shall be the maximum number of sessions in a calendar month, and nine (9) hours maximum cumulative inspection time.

3.4.6 If, at, or subsequent to inspection, a Unit Owner desires to have a copy of a record, the Unit Owner shall designate in a separate writing, which record, or portion thereof, for which a copy is desired, or, in the alternative, shall designate such record by use of a clip or tab upon the page(s) desired. Not more than one (1) copy of each record requested shall be

provided. If the location where the records are being inspected or stored has a copy machine capable of making copies of the records designated, and the Owner has requested copying of 25 or less pages of records, then copies of the records shall be available contemporaneously with the inspection. If, however, the records to be copied exceed 25 pages, or there is no copy machine at the location where the records are being inspected or stored capable of making copies of the records designated, the Association may send the records out for copying by an outside source, such as a commercial copying company or make the copies at the location of the records, but available for later pick-up. If copied at the location where the records are kept, copies in excess of 25 pages shall be made available for pick-up by 5:00 P.M. within three (3) working days from the date of the inspection, the day of inspection not counting in calculating this deadline. Copies made by an outside source shall be available as soon as a copying service can reasonably pick-up, copy and return the records to the location where the records are being inspected or stored. Photocopies will be available at the place records are kept or produced for inspection. **Unit Owners requesting copies must arrange for pick-up of records. The Association shall have no obligation to mail or otherwise deliver copies to any place.**

3.4.7 The Association shall allow a Unit Owner to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association's providing the Unit Owner with a copy of such records. The Association may not charge a Unit Owner for the use of a portable device.

3.4.8 A Unit Owner shall pay the reasonable expense of copying. In the event the copies are made by the Association, the cost shall be fifteen cents (\$.15) per page. If copies are made by outside vendors, actual costs shall be charged to the Unit Owner. Payment in advance for the cost of copies shall be required. No copy of a record shall be made unless and until payment for the copy is received.

3.4.9 If records are kept on computer format, the Association may print such records to paper. The Association may, but shall not be obligated to allow Unit Owners to access the Association's computer system. If the Association provides access to records through a computer supplied by the Association or the office in which records access is being conducted, the Person inspecting the records shall not e-mail the records inspected to any other computer, Person, or e-mail account, review other content or programs on said computer, nor otherwise in any fashion download, forward, or otherwise transmit or manipulate the data he or she reads during the inspection of the records by review on electronic mail, internet or computerized format.

3.4.10 The Association may comply with its obligation to make records available for inspection by providing them to the Unit Owner by electronic mail, the internet, or making them available in a computerized format readable with customary programs used in computers of consumers. If, however, a Unit Owner provides the Association with written notice that they do not have access to a computer, the Association must supply the records in paper format.

3.5 Manner of Inspection.

3.5.1 For purposes hereof, a Unit Owner and the Unit Owner's authorized representative shall be considered one (1) Person. If inspection is requested by any Person other than a record Owner of the Unit, said request shall not be recognized by Association unless and until the record Owners of the Unit designate such Person, in writing, as their authorized representative, or unless such Person is an Attorney at Law, admitted to practice in the State of Florida.

3.5.2 All Persons inspecting or requesting copies of records shall conduct themselves in a courteous manner, and shall not interfere with the normal operation of the Association office and the duties of their personnel, or the office where the records are otherwise inspected or copied, nor the duties of their personnel. The Association office, or office of inspection, may assign a staff person or other Person to assist in the inspection and all requests for further assistance and copying during inspection shall be directed to that staff person.

3.6 Enforcement of Inspection Rules.

3.6.1 Any violation of these Rules may result in the immediate suspension of the inspection until such time as the violator agrees in writing to comply herewith.

3.6.2 Any requests for inspection not complying with these Rules need not be honored, but in such cases the Association shall mail or hand-deliver a written response to the Person requesting inspection and shall indicate how the request fails to comply herewith.

3.6.3 The Board of Directors may take whatever appropriate legal action is available against any Person who fails to comply with these Rules, including, but not limited to, the levy of fines or suspension of use rights subject to the requirements of law.

3.6.4 Nothing in these Rules shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

3.6.5 The President of the Association, or the Manager (under the direction of the President), shall have the authority to interpret and implement the provisions of these Rules and make decisions and judgments arising hereunder without need for Board approval on a case-by-case basis.

4. OUTGOING BOARD AND COMMITTEE MEMBER LETTER

WHEREAS, Section 718.111(12)(f), Florida Statutes provides:

An outgoing board or committee member must relinquish all official records and property of the association in his or her possession or under his or her control to the incoming board within 5 days after the election. The division shall impose a civil penalty as set forth in s. 718.501(1)(d)6. against an outgoing board or committee member who willfully and knowingly fails to relinquish such records and property.

WHEREAS, the Board of Directors is desirous of adopting a form of letter to be given to outgoing Board and Committee members, which places outgoing Board and Committee members on notice of the statutory provision and their obligation to timely return all Official Records and Association property within five (5) days after the election.

NOW THEREFORE, it is resolved as follows:

4.1 The above recitations are true and correct and are incorporated into these Rules.

4.2 The form of letter attached hereto as **Exhibit “A”** is hereby adopted (the “Records Letter”). The Records Letter shall be used by the Association to place outgoing Board and Committee members on notice of the requirement to return all Official Records and Association property in their possession once they have vacated their previously held position and are no longer seated on the Board or a Committee. If returned by the outgoing Board or Committee member as acknowledgement that he or she had no Official Records or Association property in his or her possession, said executed letter shall be kept as an Official Record for the timeframe specified in the Act.

4.3 The form of Receipt of Official Records and Association Property from Outgoing Board/Committee Member attached hereto as **Exhibit “B”** is hereby adopted (the “Receipt”). The Receipt shall be used by the Association to catalog all Official Records and Association property received by the Association from an Outgoing Board or Committee member. The completed Receipt shall be kept as an Official Record for the timeframe specified in the Act.

4.4 General compliance with these Rules shall be sufficient, it being intended to be used as a guideline to be used by the Association in ensuring that all Official Records and Association property held by outgoing Board and Committee members is returned to the Association in accordance with the Act.

THE POINTE AT PELICAN LANDING CONDOMINIUM ASSOCIATION, INC.

[date]

Dear Outgoing Board/Committee Member:

The Board of Directors wishes to thank you for your service to The Pointe at Pelican Landing Condominium Association, Inc. We would like to take this opportunity to remind you that Section 718.111(12)(f), Florida Statutes provides:

An outgoing board or committee member must relinquish all official records and property of the association in his or her possession or under his or her control to the incoming board within 5 days after the election. The division shall impose a civil penalty as set forth in s. 718.501(1)(d)6. against an outgoing board or committee member who willfully and knowingly fails to relinquish such records and property.

Accordingly, if you have not already done so, we hereby request that you return all Official Records of the Association, including, but not limited to, copies of the Condominium Documents provided to you by the Association and any and all legal opinion letters provided to you in your capacity as a Board/Committee member. Copies of legal opinion letters (including e-mails) must not be made and any such information stored on personal computer or other devices must be permanently deleted. Additionally, we hereby request that you return any other Association property in your possession. We would ask that you deliver the documents and property to the Association office within five (5) days of the date of this letter.

If you do not have any Official Records or Association property to return to the Association, we would request that you please sign where indicated below and return the letter to the Association office at the address provided above.

Thank you in advance for your cooperation.

Sincerely,

Board of Directors

I hereby acknowledge that I do not have any Official Records or Association property to return to the Association as required by the Act.

By: _____

Print Name: _____

Date: _____

**Exhibit "A" to Policy and Procedure #4
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LAW OFFICES
BECKER & POLIAKOFF, P.A.
SIX MILE CORPORATE PARK • 12140 CARISSA COMMERCE COURT, SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

THE POINTE AT PELICAN LANDING CONDOMINIUM ASSOCIATION, INC.

**Receipt of Official Records and Association Property from
Outgoing Board/Committee Member**

Section 718.111(12)(f), Florida Statutes provides: “An outgoing board or committee member must relinquish all official records and property of the association in his or her possession or under his or her control to the incoming board within 5 days after the election. The division shall impose a civil penalty as set forth in s. 718.501(1)(d)6. against an outgoing board or committee member who willfully and knowingly fails to relinquish such records and property.”

In furtherance of the foregoing, I am returning the following Official Records and Association property to the Association. The documents and property listed below constitutes all Official Records and Association property I have in my possession.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

Executed this _____ day of _____, 20__.

By: _____ Print Name: _____

RECEIPT BY ASSOCIATION

Received by: _____ Received on: _____

**Exhibit “B” to Policy and Procedure #4
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5. UNIT OWNER INQUIRIES POLICY

WHEREAS, the Act provides that the Association, through its Board of Directors, may adopt reasonable rules and regulations regarding the frequency and manner of responding to Unit Owner inquiries; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt a rule, as contemplated by the above-referenced statute, which will protect the Association against the liability affiliated with unintentionally failing to respond to multiple “inquiries” filed by Unit Owners.

NOW THEREFORE, the following Rules are adopted:

5.1 An “inquiry” is defined as a question, which specifically requests a written response from the Association. Citation to the above-referenced statute is adequate.

5.2 An inquiry will be deemed received by the Association, on the next business day following the day on which a duly-authorized representative of the Association signed for the certified letter of inquiry to the Association addressed to the President of the Association, or the Association’s Registered Agent, pursuant to the most recent online records of the Florida Secretary of State, Division of Corporations.

5.3 All responses of the Association shall be in writing, and shall be deemed effective when deposited in the United States Mail, postage pre-paid, to the address of the Unit Owner, per the Official Records of the Association, or the address contained on the document constituting the inquiry, including e-mail response, if chosen by the Association.

5.4 The Association is only obligated to respond to one written inquiry per Unit owned in any given 30-day period. The Association shall respond to each pending inquiry, as required by law. A Unit Owner’s submission of more than one inquiry per Unit owned during a thirty (30) day period, or the inclusion of more than one inquiry in a single piece of correspondence, shall result in the Association only responding to the first inquiry received. In such a case, any additional inquiry or inquiries will be responded to in the subsequent thirty (30) day period, or periods, as applicable.

5.5 Unit Owners shall not be permitted to file more than one inquiry with the Association with respect to the same matter. If the Unit Owner is dissatisfied with the Association’s substantive response, or disagrees with the response, that fact will not be sufficient to obligate the Association to engage in ongoing debate with the Unit Owner regarding the issue as to which a substantive answer has been given.

5.6 Should any Unit Owner inquiry involve privileges pertaining to pending or potential litigation, matters subject to the attorney-client or work product privilege, or matters which involve any other legally cognizable privilege, the Association shall not be obligated to provide a substantive response to the Unit Owner if such would result in a waiver or violation of any privilege.

5.7 Certified inquiries shall not be used as a means to request inspection of the Official Records of the Association.

5.8 Any violation of these Rules shall be deemed a violation of a rule of the Association, and shall subject the Unit Owner to all remedies provided by Florida Law and the Condominium Documents with respect to same, including the levy of fines or suspension of common area use rights.

6. ASSOCIATION FEE SCHEDULE

The following is a schedule of fees charged by the Association, which may be modified by the Board of Directors from time to time, but which shall in no event exceed the maximum permissible by law. The entitlement to receipt of these fees may be allocated between the Association and a Community Association Management Firm or other third party as provided in a written agreement. Attorneys' fees incurred by the Association with respect to the issues for which fees are levied may be passed on to Unit Owners or other third parties, if permitted by law, and shall be in addition to the Association's fees.

6.1 Deposits/Use Fee:

<u>Type</u>	<u>Amount</u>
Clubhouse Deposit.....	\$50.00 (Refundable)
Clubhouse Use Fee.....	\$50.00 (Non-Refundable)

6.2 **Mortgage/Transfer Questionnaires:** The Association is not obligated to complete these forms and reserves the right to decline to do so in any instance. If a mortgagee/transfer questionnaire is prepared, the fee is \$150.00, per form, plus legal fees incurred by the Association necessary to assist in preparation of the form. If the maximum permissible fee under the Act is increased, these Rules adopts the higher fee.

6.3 Transfer Approvals:

<u>Type</u>	<u>Amount</u>
Lease Approval.....	\$100.00
Title Transfer Approval.....	\$100.00
Approval of Residents Subsequent to Initial Approval.....	\$100.00

6.4 Miscellaneous:

<u>Type</u>	<u>Amount</u>
Photocopying of Association's Official Records Kept in Paper Form.....	\$.15 (fifteen cents) per page
Copying of other Official Records.....	Actual Cost to Association

7. POLICY ON TRANSFER QUESTIONNAIRES

WHEREAS, Section 718.111(12)(e), Florida Statutes (2018) provides:

1. The association or its authorized agent is not required to provide a prospective purchaser or lienholder with information about the condominium or the association other than information or documents required by this chapter to be made available or disclosed. The association or its authorized agent may charge a reasonable fee to the prospective purchaser, lienholder, or the current unit owner for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, if the fee does not exceed \$150 plus the reasonable cost of photocopying and any attorneys' fees incurred by the association in connection with the response.

2. An association and its authorized agent are not liable for providing such information in good faith pursuant to a written request if the person providing the information includes a written statement in substantially the following form: "The responses herein are made in good faith and to the best of my ability as to their accuracy."; and

WHEREAS, the Association receives a significant number of requests from prospective purchasers and prospective purchasers' lenders and title insurers regarding various information regarding the Condominium and the Association (hereinafter "Transfer Questionnaires"); and

WHEREAS, the Transfer Questionnaires are presumably used in part to determine whether a mortgage loan will be given for acquisition of a Unit within the Condominium and in connection with the issuance of title insurance; and

WHEREAS, the Association occasionally receives inquiries from potential Unit purchasers, real estate agents and other non-Owners pertaining to the operation of the Association (thereinafter "Buyer Inquiries"); and

WHEREAS, Buyer Inquiries are typically made in good faith to assist a potential Unit purchaser in reaching a purchase decision; and

WHEREAS, the Association is under no legal obligation to respond to Transfer Questionnaires and Buyer Inquiries; and

WHEREAS, the Association nonetheless believes it to be in the best interest of the Association to facilitate the transferability of Units in the Condominium and to a reasonable degree, assist with processing requests for Transfer Questionnaires; and

WHEREAS, the Association does not believe it to be in the best interest of the Association to address Buyer Inquiries because the Association does make available to Owners to give to prospective purchasers all statutorily required information and because other communications pertaining to the Association are more appropriately made with the existing Unit Owners who have a contractual relationship with a prospective purchaser; and

WHEREAS, the Board wishes to adopt a written policy to provide guidance to the Association, the Board, and Management (the Association's licensed Community Association Manager and/or Community Association Management Firm) with respect to processing Transfer Questionnaires.

THEREFORE, IT IS HEREBY RESOLVED as follows:

7.1 The Association, through management, shall use reasonable efforts to respond to Transfer Questionnaires.

7.2 If Management, in consultation with the President, believes that any particular request for a Transfer Questionnaire is unduly burdensome, is accompanied by direct or indirect threats of potential legal action, or if the deadline for a required response is too short to reasonably process the request, the Association may decline to process such request and may (but shall not be obligated to) simply inform the requestor that the Association is unable to respond to this particular request in accordance with the Association's policies.

7.3 The Association establishes a fee (hereinafter "Transfer Questionnaire Processing Fee") of \$150.00 to process Transfer Questionnaires. If the maximum permissible fee under the Act is increased, these Rules adopts the higher fee.

7.4 The Association shall require that the Transfer Questionnaire Processing Fee be paid in advance, before the Association begins to process the request for completion of a Transfer Questionnaire. The Association's entitlement to the fee shall not be dependent upon any third party being satisfied with the time-frame in which the Transfer Questionnaire is completed, nor its completeness, content or accuracy.

7.5 If the Association's representatives are unable to answer any question or provide other information requested by a Transfer Questionnaire, because the Association is not reasonably possessed of such information, the Association shall respond to such question or request for information by stating "Information Not Available" or a similar summary statement.

7.6 If completion of Transfer Questionnaire requires the provision of answers or information which would require review by the Association's attorney, the Association shall request its attorney to provide a "not to exceed" fee quote for providing such information and shall require pre-payment of such fee as a condition of processing the Transfer Questionnaire. The attorney may bill the Association directly and the Association shall use the pre-paid funds toward payment of that invoice. Any excess funds will be refunded to the Person requesting the Transfer Questionnaire. The Association's consultation with its legal counsel in completing a Transfer Questionnaire shall not create an attorney-client relationship in any third party, including any Unit Owner or Person requesting the completion of a Transfer Questionnaire.

7.7 The Transfer Questionnaire Processing Fee shall be allocated between the Association and Management as per any relevant terms of the Association's management agreement.

7.8 Responses to Transfer Questionnaires shall always include the following statement: “The responses herein are made in good faith and to the best of my ability as to their accuracy.”

7.9 The Association shall generally not respond to Buyer Inquiries and shall refer inquirers to the Unit Owner and may provide inquirers with a copy of these Rules. The President may waive this general policy if he/she believes it to be in the best interest of the Association and in such cases all responses shall be accompanied by the disclaimer language set forth in Paragraph 7.8, above.

7.10 It is intended that to the extent any discretion needs to be exercised in the implementation of these Rules on a day-to-day basis, Management, in consultation with the President, shall be delegated such discretion.

8. UNIFORM APPLICATION FOR SALE OR TRANSFER OF TITLE

WHEREAS, Article 17 of the Amended and Restated Declaration of Condominium provides that no Unit Owner may dispose of a Unit or any interest in same by sale or other title transfer, without prior written approval of the Board of Directors; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt a rule, as contemplated by the above-referenced article of the Amended and Restated Declaration of Condominium, to require the use of a uniform application for sale to protect the Association and the Unit Owners when a Unit is transferred.

NOW THEREFORE, the following Rules are adopted.

8.1 All transfers of any Unit must be approved by the Association in advance and in writing as provided by Article 17 of the Amended and Restated Declaration of Condominium.

8.2 All transfers must also be accompanied by the Application for Sale or Transfer of Title which is attached hereto as **Exhibit “A”** to Policy and Procedure #8. The Application for Sale or Transfer of Title must be signed by the Unit Owner, the proposed Occupant(s), and upon approval by the Association by the Association’s designated representative.

8.3 Failure to include the attached Application for Sale or Transfer of Title will result in denial of the proposed transfer by the Association.

APPLICATION FOR SALE OR TRANSFER OF TITLE

THE POINTE AT PELICAN LANDING CONDOMINIUM ASSOCIATION, INC.

Please submit this completed application to the attention of the Board of Directors at The Pointe at Pelican Landing Condominium Association, Inc., c/o Vesta Property Services, Inc., 27180 Bay Landing Drive, #4, Bonita Springs, Florida 34135. Fax (239-495-1518) or e-mail (Sludwick@vestapropertyservices.com.com) is acceptable.

Date: _____, 20__

To: Board of Directors of The Pointe at Pelican Landing Condominium Association, Inc.

I(We) intend to purchase Unit No. ____, located in The Pointe at Pelican Landing, a Condominium. A copy of the Purchase and Sales Agreement (“Agreement”) is attached. Title will be held in the following name(s) _____ (“Applicant(s)”). I(We) represent that the following information and the information included in the Agreement is factual and true. I(We) am(are) aware that any falsification or misrepresentation of the facts in this Application or any materials acquired in connection herewith may result in rejection of this Application, or constitute grounds for the Association to void any approval that may be granted. I(We) consent and acknowledge that the Association or its agent may make further inquiry concerning this Application, including, but not limited to checking references, contacting Persons referenced in this Application or other Persons, conducting a criminal background check, and obtaining a credit report or similar financial information.

I(We) have read and agree to be bound by the Declaration, Bylaws, Articles of Incorporation, and the Rules and Regulations of the Association (collectively “Condominium Documents”), copies of which documents have been furnished to me(us) by the Unit Owner, and recognize that the Condominium Documents may be amended from time to time. If any question cannot be answered in the space provided, attach a separate sheet or sheets of paper.

1. FULL NAME OF PRESENT OWNER(S) OF UNIT: _____

2. LIST ALL PROPOSED RECORD TITLE HOLDERS AS SEPARATE APPLICANTS (USE SEPARATE SHEET OF PAPER IF NECESSARY):

FULL NAME OF APPLICANT 1 _____
FULL NAME OF APPLICANT 2 _____
3. SOCIAL SECURITY NUMBER OF APPLICANT 1 _____
SOCIAL SECURITY NUMBER OF APPLICANT 2 _____

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4. DRIVER'S LICENSE NO. OF APPLICANT 1 _____
 DRIVER'S LICENSE NO. OF APPLICANT 2 _____
(Copies of the Applicants' Driver's Licenses or other photographic identification must also be attached)
5. DATE OF BIRTH OF APPLICANT 1 _____
 DATE OF BIRTH OF APPLICANT 2 _____
6. IF THERE ARE MORE THAN TWO (2) APPLICANTS (OR IF CO-APPLICANTS ARE OTHER THAN SPOUSES) PLEASE EXPLAIN HERE AND FURTHER PROVIDE ADDITIONAL INFORMATION AS APPROPRIATE (INCLUDING SOCIAL SECURITY NUMBERS AND DATES OF BIRTH FOR ALL APPLICANTS AND THE RELATIONSHIP BETWEEN ALL APPLICANTS) SO THAT ALL APPLICANTS SUBMIT INFORMATION. (USE SEPARATE SHEET OF PAPER IF NECESSARY): _____

7. EXACT NAME(S)/ENTITY(IES) TO WHICH TITLE WILL BE TRANSFERRED: _____

8. IF TRANSFER IS TO OTHER THAN AN INDIVIDUAL OR SPOUSES, PLEASE ALSO DESIGNATE WHO WILL BE THE "PRIMARY OCCUPANT." PRIMARY OCCUPANT MUST FILL OUT ALL APPLICANT INFORMATION. ALTHOUGH UNITS CAN BE HELD BY TRUSTS OR OTHER ARTIFICIAL ENTITIES, UNIT OWNERSHIP IS RESTRICTED BY ARTICLES 17.1.2 and 17.1.3 OF THE DECLARATION OF CONDOMINIUM, WHICH PROVIDES:

Co-ownership. Co-ownership of Units may be permitted. If the co-owners are other than spouses or Domestic Partners, the Board shall condition its approval upon the designation of one (1) approved natural Person as "Primary Occupant." Two (2) Persons may, in the discretion of the Board and upon request, be each designated as "Primary Occupants" so long as such Persons are spouses or Domestic Partners. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Unit may be used as a short-term or transient accommodations for several entities, individuals or families as a timeshare, a shared Unit, fractional ownership, or used as Guest accommodations for employees, customers, or Guests of Units owned by business entities, religious, or charitable organizations, and the like. The use of the Unit by other Persons shall be as if the Primary Occupant was the only actual Owner. Any changes in the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one (1) change in Primary Occupant will be approved in any twelve (12) month period, except in the case of the death of the Primary Occupant. Any new Primary Occupant shall be subject to review and approval by

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the Association in the same manner as a transfer of title. No time share estates may be created. "Unit Sharing" by multiple families and "Fractional Ownership" are prohibited.

Ownership by Corporations, Partnerships, Limited Liability Companies, Trusts, or Other Artificial Entities. A Unit may be owned in trust, or by a corporation, partnership, limited liability company, or other entity which is not a natural Person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Unit may be used as a short-term or transient accommodations for several entities, individuals or families as a timeshare, a shared Unit, fractional ownership, or used as Guest accommodations for employees, customers, or Guests of Units owned by business entities, religious, or charitable organizations, and the like. The approval of a partnership, trustee, corporation, limited liability company, or other entity as a Unit Owner shall be conditioned upon designation by the Owner of one (1) natural Person to be the "Primary Occupant." As a condition of approval of a transfer to such entity, the Board may require a personal guarantee from the Primary Occupant or other Person acceptable to the Board for payment of all Assessments, Charges, and other monetary obligations (including, but not limited to, use fees and fines) and for the liabilities affiliated with compliance with the Condominium Documents, including, but not limited to, damages and awards of prevailing party attorneys' fees. The use of the Unit by other Persons shall be as if the Primary Occupant were the only actual Unit Owner. The Primary Occupant shall be the Person entitled to vote on behalf of the Unit, exercise rights of membership, and discharge the responsibilities incident thereto. Any change in this Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one (1) change in designation of Primary Occupant will be approved in any twelve (12) month period, except in the case of the death of the Primary Occupant. Any new Primary Occupant shall be subject to review and approval by the Association in the same manner as a transfer of title.

9. OCCUPATION OF APPLICANT 1 _____
POSITION HELD PRESENTLY _____ HOW LONG? _____

OCCUPATION OF APPLICANT 2 _____
POSITION HELD PRESENTLY _____ HOW LONG? _____

**Exhibit "A" to Policy and Procedure #8
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10. PRESENT RESIDENCE ADDRESS OF APPLICANT(S) _____
CITY _____ STATE ___ ZIP _____ PHONE _____
E-MAIL _____ HOW LONG? _____

11. IS PRESENT RESIDENCE, OR ANY PREVIOUS RESIDENCE OF APPLICANT(S) WITHIN THE PAST 7 YEARS, A CONDOMINIUM, COOPERATIVE OR IS SUBJECT TO REGULATION BY HOMEOWNERS' ASSOCIATION: _____ YES _____ NO

IF SO, NAME AND ADDRESS OF ASSOCIATION _____
CITY _____ STATE ___ ZIP _____ PHONE _____
E-MAIL _____ HOW LONG? _____

12. IF PRESENT RESIDENCE IS RENTAL:
NAME & ADDRESS OF CURRENT LANDLORD _____
CITY _____ STATE ___ ZIP _____ PHONE _____
E-MAIL _____ HOW LONG? _____

13. NAMES AND ADDRESSES OF EMPLOYER(S) DURING THE THREE YEARS PRIOR TO THE DATE OF THIS APPLICATION, AND THE DATES OF EMPLOYMENT. BEGIN WITH PRESENT EMPLOYER. (USE SEPARATE SHEET OF PAPER IF NECESSARY)

APPLICANT 1:
(1) _____
(2) _____

APPLICANT 2:
(1) _____
(2) _____

14. PLEASE STATE THE NAME AND RELATIONSHIP OF ALL PERSONS WHO WILL BE PERMANENTLY OCCUPYING THE UNIT (LIVING WITH APPLICANT(S) OR RESIDING IN UNIT FOR 30 DAYS OR MORE PER YEAR) OTHER THAN THE APPLICANT(S) HEREIN:

NAME: _____ RELATIONSHIP: _____
SSN: _____ DOB: _____

NAME: _____ RELATIONSHIP: _____
SSN: _____ DOB: _____

OTHER _____

15. PLEASE PROVIDE THREE (3) PERSONAL REFERENCES FOR EACH APPLICANT. THE SAME PERSON(S) MAY BE LISTED AS A REFERENCE FOR MORE THAN ONE APPLICANT:

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APPLICANT 1:

NAME _____ PHONE _____

ADDRESS _____

NAME _____ PHONE _____

ADDRESS _____

NAME _____ PHONE _____

ADDRESS _____

APPLICANT 2:

NAME _____ PHONE _____

ADDRESS _____

NAME _____ PHONE _____

ADDRESS _____

NAME _____ PHONE _____

ADDRESS _____

16. PERSON TO NOTIFY IN AN EMERGENCY: NAME _____
RELATIONSHIP: _____ PHONE _____ E-MAIL _____

17. I/WE INTEND TO: (CHECK ONE)

- personally reside full-time
- personally reside part-time
- rent our Unit annually
- rent our Unit seasonally
- other (specify) _____

18. MANUFACTURER, MODEL & YEAR OF AUTOMOBILE(S) TO BE KEPT OR USED AT THE CONDOMINIUM:

CAR NO. 1: _____ LICENSE NUMBER: _____

CAR NO. 2: _____ LICENSE NUMBER: _____

19. DO YOU HAVE A PET OR PET(S) YOU INTEND TO KEEP IT AT THE CONDOMINIUM (PLEASE SEE ARTICLE 14.3 OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM)? YES NO

IF SO, WEIGHT, BREED, AGE OF PET NO. 1 _____

WEIGHT, BREED, AGE OF PET NO. 2 _____

20. ADDRESS FOR NOTICE OF ACCEPTANCE OR REJECTION OF THIS APPLICATION:
MAILING ADDRESS: _____

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PHONE: _____ E-MAIL (IF EMAIL IS ACCEPTABLE MANNER OF COMMUNICATION): _____

21. IF APPLICATION FOR SALE OR TRANSFER IS ACCEPTED, ADDRESS FOR DELIVERY OF ASSOCIATION MATERIALS (IF DIFFERENT FROM UNIT ADDRESS):

MAILING ADDRESS: _____
E-MAIL: _____

I understand that upon its receipt of a totally completed Application acceptable to the Association, including a copy of the Agreement, the receipt of the application fee (\$100 per Applicant, husband and wife/members of the same family are considered one Applicant) and a personal interview (if requested), the Association has thirty (30) days within which to accept or reject the Application.

I understand that any violation of the terms, provisions, conditions, and covenants of the Condominium Documents provides cause for pursuit of remedies therein provided. Although a few provisions of the Condominium Documents are mentioned herein, all of the Condominium Documents should be carefully reviewed prior to purchase. I also acknowledge that the Condominium Documents may be amended from time to time.

Signature of Applicant 1

Signature of Applicant 2

Print Name: _____

Print Name: _____

Date: _____

Date: _____

The current Owner(s) of said Unit join in this Application to request the Board to review same.

Signature of Unit Owner 1

Signature of Unit Owner 2

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Application Materials Received _____, 20__ Interview Conducted _____, 20__

Transfer Approval Fee Received _____, 20__

APPROVED: _____ DISAPPROVED: _____ DATE: _____, 20__

Signature of Association Representative

Print Name: _____

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9. UNIFORM APPLICATION FOR LEASE

WHEREAS, Article 16 of the Amended and Restated Declaration of Condominium provides that Board of Directors shall have the authority to approve all leases and renewals or extensions thereof; and

WHEREAS, Article 16.2 of the Amended and Restated Declaration of Condominium further provides that the Board shall have the authority to promulgate or use a uniform lease application; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt a rule, as contemplated by the above-referenced article of the Amended and Restated Declaration of Condominium, to require the use of a uniform lease application to protect the Association and the Unit Owners when a Unit is leased.

NOW THEREFORE, the following Rules are adopted.

9.1 All leases of any Unit must be approved by the Association in advance and in writing as provided by Article 16 of the Amended and Restated Declaration of Condominium.

9.2 All leases must also be accompanied by the Application for Lease which is attached hereto as **Exhibit “A”** to Policy and Procedure #9. The Application for Lease must be signed by the Unit Owner, the proposed Tenant, and upon approval by the Association by the Association’s designated representative.

9.3 Failure to include the attached Application for Lease will result in denial of the proposed lease by the Association.

APPLICATION FOR LEASE

THE POINTE AT PELICAN LANDING CONDOMINIUM ASSOCIATION, INC.

Please submit this completed application to the attention of the Board of Directors at The Pointe at Pelican Landing Condominium Association, Inc., c/o Vesta Property Services, Inc., 27180 Bay Landing Drive, #4, Bonita Springs, Florida 34135. Fax (239-495-1518) or e-mail (Sludwick@vestapropertyservices.com.com) is acceptable.

Date: _____, 20__

To: Board of Directors of The Pointe at Pelican Landing Condominium Association, Inc.

I(We) intend to lease Unit No. ____, located in The Pointe at Pelican Landing, a Condominium, for a term commencing _____ and ending _____. A copy of the proposed lease is attached. The name(s) of all Persons listed as Tenant(s) on the lease is(are) _____ (“Applicant(s)”).

I(We) represent that the following information and the information included in the lease is factual and true. I(We) am(are) aware that any falsification or misrepresentation of the facts in this Application or any materials acquired in connection herewith may result in rejection of this Application, or constitute grounds for the Association to void any approval that may be granted. I(We) consent and acknowledge that the Association or its agent may make further inquiry concerning this Application, including, but not limited to checking references, contacting Persons referenced in this Application or other Persons, conducting a criminal background check, and obtaining a credit report or similar financial information.

I(We) have read and agree to be bound by the Declaration, Bylaws, Articles of Incorporation, and the Rules and Regulations of the Association (collectively “Condominium Documents”), copies of which documents have been furnished to me(us) by the Unit Owner, and recognize that the Condominium Documents may be amended from time to time. If any question cannot be answered in the space provided, attach a separate sheet or sheets of paper.

I(We) also recognize that Article 16.2 of the Declaration of Condominium provides:

All leases ...will ...be deemed to provide that the Tenants have read and agreed to be bound by the Condominium Documents. The uniform lease or addendum and other leases shall further provide, or be deemed to provide, that any violation of the Condominium Documents shall constitute a material breach of the lease and subject the Tenant to termination of the lease and/or eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a Tenant, Resident, other Unit Occupant, Guest or Invitee fails to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of the Tenants, Residents, Occupants, Guests or Invitees and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Unit

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Owner shall have the duty to bring his Tenant's conduct (and that of the other Unit Residents, Occupants, Guests or Invitees) into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the Tenant into compliance with the Condominium Documents in a manner deemed acceptable by the Association, or in other circumstances as may be determined by the Board, the Association shall have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the Tenants' noncompliance with the Condominium Documents (or the noncompliance of other Residents, Occupants, Guests or Invitees), including without limitation the right to terminate a lease and/or institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including attorneys' fees, incurred in connection with such actions, from the Unit Owner which shall be secured by a continuing lien in the same manner as assessments for Common Expenses, to wit, secured by a Lien for Charges. Any uniform lease or lease addendum will provide, and all leases will be deemed to provide, that the Association shall have the authority to direct that all rental income related to the Unit be paid to the Association until all past due and current obligations of the Association have been paid in full, including, but not limited to, all past due Assessments, Charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

I(We) agree to be bound by Article 16, without limiting the applicability of the Condominium Documents as a whole.

1. FULL NAME OF PRESENT OWNER(S) OF UNIT: _____

2. LIST ALL PROPOSED TENANTS AS SEPARATE APPLICANTS (USE SEPARATE SHEET OF PAPER IF NECESSARY):
FULL NAME OF APPLICANT 1 _____
FULL NAME OF APPLICANT 2 _____
3. SOCIAL SECURITY NUMBER OF APPLICANT 1 _____
SOCIAL SECURITY NUMBER OF APPLICANT 2 _____
4. DRIVER'S LICENSE NO. OF APPLICANT 1 _____
DRIVER'S LICENSE NO. OF APPLICANT 2 _____
(Copies of the Applicants' Driver's Licenses or other photographic identification must also be attached)

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5. DATE OF BIRTH OF APPLICANT 1 _____
DATE OF BIRTH OF APPLICANT 2 _____
6. IF THERE ARE MORE THAN TWO (2) APPLICANTS (OR IF CO-APPLICANTS ARE OTHER THAN SPOUSES) PLEASE EXPLAIN HERE AND FURTHER PROVIDE ADDITIONAL INFORMATION AS APPROPRIATE (INCLUDING SOCIAL SECURITY NUMBERS AND DATES OF BIRTH FOR ALL APPLICANTS AND THE RELATIONSHIP BETWEEN ALL APPLICANTS) SO THAT ALL APPLICANTS SUBMIT INFORMATION (USE SEPARATE SHEET OF PAPER IF NECESSARY): _____

7. IS ANY APPLICANT A SERVICE MEMBER AS DEFINED IN S. 250.01, FLORIDA STATUTES? _____ YES _____ NO
8. OCCUPATION OF APPLICANT 1 _____
POSITION HELD PRESENTLY _____ HOW LONG? _____
OCCUPATION OF APPLICANT 2 _____
POSITION HELD PRESENTLY _____ HOW LONG? _____
9. PRESENT RESIDENCE ADDRESS OF APPLICANT(S) _____
CITY _____ STATE ___ ZIP _____ PHONE _____
E-MAIL _____ HOW LONG? _____
10. IS PRESENT RESIDENCE, OR ANY PREVIOUS RESIDENCE OF APPLICANT(S) WITHIN THE PAST 7 YEARS, A CONDOMINIUM, COOPERATIVE OR IS SUBJECT TO REGULATION BY HOMEOWNERS' ASSOCIATION: _____ YES _____ NO
IF SO, NAME AND ADDRESS OF ASSOCIATION _____
CITY _____ STATE ___ ZIP _____ PHONE _____
E-MAIL _____
11. IF PRESENT RESIDENCE IS RENTAL:
NAME & ADDRESS OF CURRENT LANDLORD _____
CITY _____ STATE ___ ZIP _____ PHONE _____
E-MAIL _____
12. NAMES AND ADDRESSES OF EMPLOYER(S) DURING THE THREE YEARS PRIOR TO THE DATE OF THIS APPLICATION, AND THE DATES OF EMPLOYMENT. BEGIN WITH PRESENT EMPLOYER. (USE SEPARATE SHEET OF PAPER IF NECESSARY)
- APPLICANT 1
(1) _____
(2) _____
- APPLICANT 2:
(1) _____
(2) _____

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13. PLEASE STATE THE NAME AND RELATIONSHIP OF ALL PERSONS WHO WILL BE PERMANENTLY OCCUPYING THE UNIT (LIVING WITH APPLICANT(S) OR RESIDING IN UNIT FOR 30 DAYS OR MORE PER YEAR) OTHER THAN THE APPLICANT(S) HEREIN:

NAME: _____ RELATIONSHIP: _____
SSN: _____ DOB: _____

NAME: _____ RELATIONSHIP: _____
SSN: _____ DOB: _____

OTHER _____

14. PLEASE PROVIDE THREE (3) PERSONAL REFERENCES FOR EACH APPLICANT. THE SAME PERSON(S) MAY BE LISTED AS A REFERENCE FOR MORE THAN ONE APPLICANT:

APPLICANT 1:

NAME _____ PHONE _____
ADDRESS _____

NAME _____ PHONE _____
ADDRESS _____

NAME _____ PHONE _____
ADDRESS _____

APPLICANT 2:

NAME _____ PHONE _____
ADDRESS _____

NAME _____ PHONE _____
ADDRESS _____

NAME _____ PHONE _____
ADDRESS _____

15. PERSON TO NOTIFY IN AN EMERGENCY: NAME _____
RELATIONSHIP _____ PHONE _____ E-MAIL _____

16. MANUFACTURER, MODEL & YEAR OF AUTOMOBILE(S) TO BE KEPT OR USED AT THE CONDOMINIUM:

CAR NO. 1: _____ LICENSE NUMBER: _____

CAR NO. 2: _____ LICENSE NUMBER: _____

Exhibit "A" to Policy and Procedure #9
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17. PURSUANT TO ARTICLE 14.3 OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM, NO PETS OF ANY KIND ARE PERMITTED IN LEASED UNITS.

18. ADDRESS FOR NOTICE OF ACCEPTANCE OR REJECTION OF THIS APPLICATION:

MAILING ADDRESS: _____
PHONE: _____ E-MAIL (IF E-MAIL IS ACCEPTABLE MANNER OF COMMUNICATION): _____

19. IF APPLICATION FOR LEASE IS ACCEPTED, ADDRESS FOR DELIVERY OF ASSOCIATION MATERIALS (IF DIFFERENT FROM UNIT ADDRESS):

MAILING ADDRESS: _____
E-MAIL: _____

I understand that upon its receipt of a totally completed Application acceptable to the Association, including the lease, the receipt of the application fee (\$100 per Applicant, husband and wife/members of the same family are considered one Applicant) and a personal interview (if requested), the Association has thirty (30) days within which to accept or reject the Application.

I understand that any violation of the terms, provisions, conditions, and covenants of the Condominium Documents provides cause for pursuit of remedies therein provided. Although a few provisions of the Condominium Documents are mentioned herein, all of the Condominium Documents should be carefully reviewed prior to leasing. I also acknowledge that the Condominium Documents may be amended from time to time and that a violation of same is also a violation of my lease agreement.

Signature of Applicant 1

Signature of Applicant 2

Print Name: _____

Print Name: _____

Date: _____

Date: _____

**Exhibit "A" to Policy and Procedure #9
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The current Owner(s) of said Unit join in this Application to request the Board to review same.

Signature of Unit Owner 1

Print Name: _____

Date: _____

Signature of Unit Owner 2

Print Name: _____

Date: _____

Application Materials Received _____, 20__ Interview Conducted _____, 20__

Lease Approval Fee Received _____, 20__

APPROVED: _____ DISAPPROVED: _____ DATE: _____, 20__

Print Name: _____

Signature of Association Representative

**Exhibit "A" to Policy and Procedure #9
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10. UNIFORM ADDENDUM TO LEASE AGREEMENT

WHEREAS, Article 16.1 of the Amended and Restated Declaration of Condominium provides that all leases shall be on a uniform form of lease or lease addendum if so promulgated by the Association; and

WHEREAS, Article 10.4 of the Amended and Restated Declaration of Condominium provides that the “Association may, without order of the Court, direct rental income (by written notice to the tenant with copy to the Unit Owner) from Units in default to be paid directly to the Association until all outstanding Assessments, Charges, other monetary obligations, interest, late fees, costs, collection expenses, attorneys’ fees and receiver’s fees, if applicable, are paid in full;” and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt a rule, as contemplated by the above-referenced article of the Amended and Restated Declaration of Condominium, to require the use of a uniform lease addendum to protect the Association and the Unit Owners when a Unit is leased; and

WHEREAS, pursuant to Section 718.116(4) of the Act, “if the association is authorized by the declaration or bylaws to approve or disapprove a proposed lease of a unit, the grounds for disapproval may include, but are not limited to, a Unit Owner being delinquent in the payment of an assessment at the time approval is sought.”

NOW THEREFORE, the following Rules are adopted.

10.1 All leases of any Unit must be approved by the Association in advance and in writing as provided by Article 16 of the Amended and Restated Declaration of Condominium.

10.2 All leases must also be accompanied by the Uniform Lease Addendum which is attached hereto as **Exhibit “A”** to Policy and Procedure #10. The Uniform Lease Addendum must be signed by the Unit Owner, the proposed Tenant, and upon approval by the Association by the Association’s designated representative.

10.3 Failure to include the attached Uniform Lease Addendum will result in denial of the proposed lease by the Association.

**ADDENDUM TO LEASE AGREEMENT BETWEEN
LANDLORD AND TENANT AND ASSIGNMENT OF RENTS FROM LANDLORD
TO COMMUNITY ASSOCIATION FOR AMOUNTS OWED**

The provisions contained herein modify the lease agreement (“Lease”) between _____ (“Landlord”) and _____ (“Tenant”), entered into on _____, for the lease of real property located at _____, and serve as an agreement between Landlord and The Pointe at Pelican Landing Condominium Association, Inc. (“Association”) to assign rents payable to Landlord pursuant to the Lease from Landlord to Association for past-due and owing assessments, interest, costs and reasonable attorneys’ fees, which amounts are due pursuant to obligations of Landlord arising from the Amended and Restated Declaration of Condominium, recorded at Instrument No. _____, Public Records of Lee County, Florida, and all valid amendments thereto.

Execution of this Lease Addendum is a required condition of rental of a Unit, pursuant to the authority of the Association contained in the Declaration.

The Landlord and Tenant hereto expressly agree that the Lease Agreement shall be amended as provided herein and the following terms shall be incorporated into the Lease Agreement. Landlord and Tenant further agree that Association shall be considered a named party to the Lease Agreement and this Addendum for the purpose of enabling Association to enforce the provisions of the Condominium Documents and the covenants of this Lease Addendum. In the event of any conflict between the terms and conditions of the Lease Agreement and this Addendum, the Addendum shall govern the respective rights and responsibilities of the parties hereto. Further, Landlord and Tenant also acknowledge and agree, that in connection with the approval of the lease application by the Association, it will be necessary for the Association to obtain and consider information regarding Tenant and all proposed Occupants of the Unit, Tenant specifically authorizes Association to obtain and consider background information, including financial information, if deemed appropriate by the Association, personal references, and other information deemed relevant by Association. Further, Landlord and Tenant acknowledge that Association may require an interview with prospective Tenants/Occupants of a Unit, prior to occupancy. Landlord and Tenant agree that no proposed Tenant or Occupant shall take possession of a Unit prior to the approval of the lease application by the Association. Landlord and Tenant represent that all information contained in the application for lease (and supporting materials) submitted to the Association are complete, accurate, and truthful. Landlord and Tenant acknowledge that intentional or negligent material omissions or misrepresentations in the application and supporting materials shall constitute grounds for disapproval of a lease application request, or termination of the lease if such omissions or misrepresentations are discovered after approval thereof.

Further, the parties agree as follows:

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LAW OFFICES
BECKER & POLIAKOFF, P.A.
SIX MILE CORPORATE PARK • 12140 CARISSA COMMERCE COURT, SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

1. **USE:** The Tenant (which term shall at all times in this Addendum include all proposed Occupants of the Unit) will use the premises only for single family, residential purposes by Tenant and his Family members who have been listed and approved in Tenant's application for Association approval of this Lease. Single Family shall mean one (1) Person or not more than two (2) unrelated Persons living together as a single housekeeping unit or three (3) or more Persons living together as a single housekeeping unit wherein no more than one (1) such Person is not related to all other such persons by blood, marriage or legal adoption. Tenant will make no unlawful, improper or offensive use of the leased property, nor permit the commission of any act which constitutes a public or private nuisance.

2. **COMPLIANCE WITH THE CONDOMINIUM DOCUMENTS:** Any infraction of the provisions or restrictions set forth in the Declaration, the Articles of Incorporation and Bylaws of the Association, and the Rules and Regulations (hereinafter "Condominium Documents") by the Tenants or their Family, Guests or Invitees shall be deemed a breach of the Lease, and Association or Landlord shall have the option to terminate the Lease Agreement and resume possession of the property. Tenant acknowledges, by signing this Addendum that he has read, understands, and agrees to abide by the Condominium Documents and that the failure to comply with same may result in various legal remedies, including, without limitation: the suspension of use privileges; the levy of fines; the initiation of legal action in court or arbitration; eviction; the denial or revocation of parking passes; and the recovery of attorneys' fees by the Association in any legal action, including evictions or termination of a lease.

3. **ASSOCIATION AUTHORITY TO ENFORCE ADDENDUM TERMS:** Landlord and Tenant further agree that Association may act in its own rights, or in cases where Landlord fails to act in a timely manner, as Landlord's agent, to terminate the Lease and may institute proceedings against Tenant, in Landlord's name, or in Association's name in its own right. In either such cases, Landlord shall be responsible to Association for all expenses incurred, including attorneys' fees, without waiver of the right of any action by Landlord against Tenant.

4. **ASSIGNMENT OR SUB-LEASING/RENEWAL:** No assignment of the Lease or sub-leasing of any part of the leased property by the Tenant shall be valid without the consent of Association. Renting of rooms and "rent-sharing" is prohibited. The Lease Agreement shall not be renewed or extended, nor shall Tenant hold over the premises, without the prior approval of the Association

5. **INSPECTION OF PREMISES:** The Association and Landlord or his agent, have and are hereby granted the right to enter the premises at any time for the protection and preservation of the premises, or at a reasonable time and upon reasonable notice for the purposes of inspection; making necessary or agreed repairs, decoration, alterations, or improvements; supplying agreed services (including pest control); or determining the existence of suspected or reported violations of the Condominium Documents. Landlord and Tenant acknowledge that Association retains a pass key to the premises.

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6. **LIMITATION OF LIABILITY/HOLD HARMLESS AND INDEMNITY:**

The Association shall not be liable to Landlord or to Tenant, or Tenant's Family, agents, Guests, Invitees, employees or servants for damage to Persons or property caused by other Residents or other Persons. Tenant recognizes that Association does not warrant the security of the property, and is not responsible for safety of Tenant, other Unit Occupants, nor their property. Landlord and Tenant jointly and severally agree to indemnify and hold Association harmless from and against any claims for damages to Person or property arising from Tenant's use of the premises, or from any activity or work permitted to be suffered by Tenant in or about the premises. Association shall not be liable for personal injury, or damages to Tenant's personal property from theft, vandalism, fire, water, rain, storms, smoke, explosions, sonic booms, riots or other causes whatsoever unless it is established that Association has been negligent in maintenance of Common Elements which are the responsibility of the Association, and which negligence is the proximate cause of said damage. Tenant agrees to notify Association immediately upon the occurrence of any injury, damage or loss suffered by Tenant or other Person upon the premises.

7. **DEFAULT/ENFORCEMENT:** If the Tenant fails to comply with any of the material provisions of the Condominium Documents, or materially fails to comply with any duties imposed on him by the Lease Agreement, this Addendum, or any other statute or law, then within seven (7) days after delivery of written notice by the Landlord or Association specifying the noncompliance and indicating the intention of the Association or Landlord to terminate the Lease Agreement by reason thereof, Association or Landlord may terminate the Lease Agreement. Association and/or Landlord shall have no obligation to allow Tenant to cure such violations if such noncompliance is of a nature that Tenant should not be given opportunity to cure pursuant to Section 83.56 of the Florida Statutes (2018), as amended from time to time, or if the noncompliance constitutes a subsequent or continuing noncompliance within twelve (12) months of a written warning by Association or Landlord of a similar violation. In such instances, Association or Landlord may deliver a written notice to Tenant specifying the noncompliance and the Association's or Landlord's intent to terminate the Lease Agreement by reason thereof. Examples of noncompliance which are of a nature that the Tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the Landlord's or Association's property by intentional act or a subsequent or continued unreasonable disturbance. Examples of noncompliance which are of a nature that Tenant will be given an opportunity to cure include, but are not limited to, activities such as having or permitting unauthorized pets, Guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. Landlord and Tenant acknowledge Association may tow away or cause to be towed away vehicles that are parked on Condominium Property in contravention of the Condominium Documents. Landlord and Tenant also recognize that Association shall have the right to terminate the Lease and/or institute evictions or other proceedings against Tenants, for violation of the Condominium Documents as set forth above. Further, the parties recognize that the Association may levy fines against a unit for violation of the Condominium Documents. Fines may be levied for violations, without

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opportunity to cure. The Association will afford the opportunity for a hearing, as required by law, prior to the levy of a fine. Landlord and Tenant shall be jointly and severally liable for the payment of any fine duly levied by the Association, arising out of the conduct of Tenant, his Family, Guests, and Invitees. The Association, without limiting other remedies, may avail itself to the procedures set forth in Paragraph 9 of this Lease Addendum with respect to the collection of fines.

8. **COSTS AND ATTORNEYS' FEES:** If either the Landlord or the Tenant fails to comply with the agreements, conditions or covenants of the Lease Agreement or this Addendum, including violations of the Condominium Documents, or fail to comply with applicable laws, and court action or arbitration (including actions initiated or defended by Association) is required to resolve any dispute, the prevailing party, including the Association, shall be entitled to costs and attorneys' fees of that action, at the arbitration, trial or appellate levels.

9. **RIGHT TO RECEIVE RENTAL INCOME:** In the event Landlord is delinquent in Landlord's obligation to pay to Association any annual or special assessments, or any installment thereof, Association shall have the right, but not the obligation, to require Tenant to pay said rental installments, or the portion thereof sufficient to pay said delinquent maintenance assessments, directly to Association, upon Association giving written notice of the exercise of such right to Tenant and Landlord. This right of Association is cumulative and in addition to any and all other rights or remedies Association may have against Tenant or Landlord. Failure of Tenant to pay to Association the rental installments, or portions thereof, as specified in said notice, shall entitle Association to terminate this Lease and/or evict Tenant. Tenant shall be entitled to set off against rent payable to Landlord for any and all amounts paid by Tenant to Association hereunder.

10. The Landlord hereby expressly consents to and authorizes the Association, its attorney, and agents to contact the Tenant in the event that the Landlord becomes delinquent with his obligations to the Association. The purpose of such communication and contact will be to enforce the provisions of this Addendum by providing the Landlord and Tenant the notices described in Paragraph 9 above.

11. **MISCELLANEOUS:**

A. **Binding Effect:** The covenants and conditions contained herein extend to bind the heirs, legal representatives, successors, and assigns of the parties bound by this Lease Addendum.

B. **Waiver:** The failure of Association to enforce its rights as set forth in Lease Addendum shall not constitute a waiver of the Association's right to do so in any other instance.

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C. **Modification:** This Lease Addendum may only be modified by an instrument signed by Landlord, Tenant and Association.

D. **Captions:** The captions contained in this Lease Addendum are for convenience sake only, and are not intended to constitute substantive provisions of this Lease Addendum, nor restrict the subject matter hereof.

E. **Gender:** All references to the masculine are intended to include references to the feminine, as appropriate. All singular references are also intended to incorporate plural references, where appropriate.

F. **Governing Law/Venue:** This Addendum is governed by the laws of Florida. Venue for any action lies in Lee County.

G. **Anti-Discrimination Policy: Association does not discriminate in the terms and conditions of rental of units based upon sex, national origin, race, religion, familial status, or handicapped status.**

LANDLORD:

_____ Date: _____

TENANT(S):

By: _____ Date: _____

By: _____ Date: _____

ASSOCIATION:

_____ Date: _____

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11. UNIFORM ASSESSMENT COLLECTION POLICY

WHEREAS, The Pointe at Pelican Landing Condominium Association, Inc. (hereinafter referred to as "Association") desires to adopt a policy regarding the collection of Assessments.

NOW THEREFORE, the Board of Directors of the Association hereby establishes the following assessment collection policy. All capitalized terms shall be given their meaning as described in the Condominium Documents or the Act, as those terms are defined later herein, or the definitions ascribed to said terms in this Policy:

11.1 Article 10 of the Amended and Restated Declaration of Condominium states in pertinent part:

10. ASSESSMENTS AND CHARGES. Assessments against Owners shall be made by the Board of Directors of the Association, in the manner provided in the Bylaws and as follows, and shall be borne by the Unit Owners on the basis set forth in Article 6 and elsewhere in these Condominium Documents. The Association has the power to levy and collect Assessments against each Unit and Unit Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association. This power includes both "regular" Assessments for each Unit's share of the Common Expenses or individual Limited Common Expenses (which shall be based upon actual costs to be incurred and not allocated in the manner in which Common Expenses are incurred) as set forth in the annual budget, and "special" Assessments for unusual, nonrecurring or unbudgeted Common Expenses or Limited Common Expenses.

10.1 Liability for Assessments and Charges. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments and Charges coming due while he/she is the Unit Owner. Except as provided in Article 10.5, any Person or entity which acquires title to a Unit shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for his/her share of the Charges and Assessments, including interest, late fees, attorneys' fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The liability for Assessments or Charges may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments or Charges are made.

10.2 Default in Payment of Assessments for Common Expenses or Charges. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall incur a late fee and bear interest in an amount as determined by the Board of Directors which, unless otherwise specified, shall be

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the maximum allowed by law. The Board may accelerate unpaid Assessments in the manner prescribed by law. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such parcel, with interest, late fees and for reasonable attorneys' fees, as well as costs and expenses of collection incurred by the Association incident to the collection of the Assessment or enforcement of the lien. If prohibited by the Act, no lien may be filed by the Association against a Condominium Unit until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the Owner, pursuant to the Act. The Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. The Association's lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed and acknowledged by an Officer or agent of the Association. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the original Declaration of Condominium. Upon payment in full, the Condominium Parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for Assessments or Charges in the manner that a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments or Charges without waiving any claim of lien.

10.3 Notice of Intention to Foreclose Lien. So long as required by law, no foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments or Charges. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments or Charges, including those which have been accelerated (if applicable) and those coming due after the claim of lien is recorded, are paid before the entry of a final judgment or foreclosure, the Association shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this provision are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

10.4 Attachment of Rental Income When Unit is Delinquent. Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws, or applicable law, the Association shall have the following options when payment of Assessments or Charges are in default (more than ten days in arrears). The Association may, without order of the Court, direct rental income (by written notice to the Tenant with copy to Unit Owner) from Units in default to be paid directly to the Association until all outstanding

Assessments, Charges, other monetary obligations, interest, late fees, costs, collection expenses, attorneys' fees and receiver's fees, if applicable, are paid in full. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may choose any of these courses of action, or other remedies as may be prescribed by law or elsewhere in the Condominium Documents, as the Board deems appropriate, without same constituting a waiver or election of remedies.

10.5 First Mortgagee. The priority of the Association's lien and the obligation for payment of past due Assessments or other sums due in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Act.

10.6 Certificate of Unpaid Assessments or Charges. Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments or Charges against him/her with respect to his/her Unit. The Association, its agents, and counsel shall be entitled to charge a fee for preparing such information, in amounts established by the Board, or in a management agreement between the Association and a Community Association Management Firm, or based on reasonable and customary fees charged by legal counsel.

10.7 Lien for Charges. Except as prohibited by law, there is created by this Declaration a common law and contractual lien to secure payment for any service which the Association provides for an individual Unit Owner or expenses which the Association incurs in regard to a Unit Owner and which are not otherwise secured by the statutory lien for Common Expenses. By way of example, but not limitation, a Lien for Charges exists to secure repayment to the Association when it must remove or reinstall Unit Owner alterations or items of Unit Owner insurance, maintenance, repair or replacement responsibility in connection with the Association's discharge of its Common Element maintenance responsibilities, or address emergency situations, such as water extraction from a Unit. The Lien for Charges shall be of equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the right to recover attorneys' fees, costs and expenses of collection.

10.8 Liens and Encumbrances against Units. The Association shall have the right to satisfy any delinquent lien or other security interest against a Unit, excepting first mortgages, which are superior to the Association's lien, including without limitation unpaid ad valorem taxes. The Association shall have no obligation to satisfy such liens nor ascertain their existence. Prior to paying off a

lien against a Unit, the Association shall give the Unit Owner reasonable notice and opportunity to remove the lien. Any such payments made by the Association will be secured by a Lien for Charges.

10.9 Other Remedies. The Board of Directors shall have the authority to impose such other remedies or sanctions permitted by the Act pertaining to non-payment of monetary obligations to the Association. Without limitation, same include suspension of use rights in Common Elements and Association Property; suspension of voting rights; suspension of the right to serve on the Board; the attachment of rental income; denial of lease approval requests; and acceleration.

11.2 The following provisions of the Act address rights and remedies of the Association in connection with delinquent Assessments as follows:

11.2.1 Section 718.112(2)(d)2 of the Act provides that a person who is delinquent in the payment of any monetary obligation is not eligible for Board membership.

11.2.2 Section 718.112(2)(g) of the Act permits the acceleration of Assessments of an owner delinquent in the payment of Common Expenses. Accelerated Assessments shall be due and payable on the date the claim of lien is filed. Such accelerated Assessments shall include the amounts due for the remainder of the budget year in which the claim of year is filed.

11.2.3 Section 718.112(2)(n) of the Act provides that a Director or Officer more than 90 days delinquent in the payment of any monetary obligation shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.

11.2.4 Section 718.116(4) of the Act provides that if the Association is authorized by the Declaration or Bylaws to approve or disapprove a proposed lease of a unit, the grounds for disapproval may include, but are not limited to the Unit Owner being delinquent in the payment of an Assessment at the time approval is sought.

11.2.5 Section 718.116(6)(c) of the Act provides that if a Unit Owner remains in possession of a Unit after a foreclosure judgment has been entered, the Court, in its discretion, may require the Unit Owner to pay reasonable rental for the Unit. This provision of the Act further provides that if the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to appointment of a receiver to collect the rent.

11.2.6 Section 718.121 of the Act provides that no lien may be filed by the Association until thirty days after the date on which a notice of intent to file a lien has been delivered to the Owner by registered or certified mail, return receipt requested, and by first-class United States mail to the Owner at his or her last address as reflected in the records of the Association, if the address is within the United States, and delivered to the Owner at the address of the Unit if the Owner's address is reflected in the records of the Association is not the Unit address. If the address reflected in the records is outside the United States, sending the notice to that address and to the Unit address by first-class United States mail is sufficient. Delivery of the

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notice (hereinafter “Statutory First Notice”) is deemed given upon mailing as required by the Act.

11.2.7 Section 718.303(4) of the Act provides that if any Unit Owner is more than 90 days delinquent in the payment of any monetary obligation to the Association, the Association may suspend the right of the Unit Owner, or a Unit’s occupant, licensee or invitee to use common elements, common facilities or any other Association property until the monetary obligation is paid.

11.2.8 Section 718.303(5) of the Act provides that the Association may suspend the voting rights of any Unit Owner if such Unit Owner becomes more than \$1,000 and more than 90 days delinquent in the payment of any monetary obligation to the Association. Such suspension shall end upon full payment of all obligations currently due or overdue the Association.

11.3 References to “Assessments” herein shall refer to Annual Assessments which are payable monthly or quarterly, as specified by the Board, and due on the first day of each month or quarter, as applicable (hereinafter the “Assessment Due Date”) and Special Assessments which are due on the date specified by the Board in the notice of the assessment given pursuant to the Act (“Special Assessment Due Date”). The Assessment Due Date and Special Assessment Due Date shall collectively be referred to as the Due Date. All Assessments or Charges not paid within ten (10) days after the Due Date shall be considered delinquent.

11.4 A monetary obligation as that term is used herein shall include any regular Assessment, special assessment, fine, or Charge authorized by the Declaration, the Bylaws of the Association or the Act.

11.5 If payment of an Assessment in full has not been received by the Association, at such location as the Association may specify from time to time, within ten (10) days of the Due Date, the Association (either itself, or through its agent) will add a late fee of five percent (5%) of the installment due, or \$25.00, whichever is greater. Interest at eighteen percent (18%) per annum shall also be added, retroactive to the due date.

11.6 Should payment be made by “NSF” check, costs, fees and services charges shall be imposed and added to the sums due from the Unit Owner in the maximum amount permitted by law.

11.7 Once any Assessment is thirty (30) days past the Due Date, the Association will turn the matter over to its attorney, who in turn will send a Statutory First Notice. Delinquency for the purposes of this Policy shall be measured from the Due Date, without regard to the ten day “grace period” provided in Paragraph 3. Owners shall be responsible for all applicable late fees and interest as referenced above, as well as all reasonable expenses of collections and costs and attorneys’ fees affiliated with the statutory First Notice.

11.8 Once any Assessment is sixty (60) days past the Due Date, or the payment deadline from the attorney's Statutory First Notice has lapsed, whichever is later, the Association's attorney shall record a claim of lien and provide the Unit Owner with notice of intention to foreclose a lien, as required by the Act, in order to collect the outstanding amounts owed, including, but not limited to, the amount of the delinquent Assessment(s), interest, late fees, attorneys' fees and costs, reasonable collection expenses and any amounts that have been accelerated. The President of the Association, or his appointee, shall have the authority to instruct counsel to also accelerate remaining assessments for the fiscal year, if after consultation with legal counsel, the President or Manager believes that acceleration is in the best interest of the Association, which may be considered on case-by-case basis. Such claim of lien shall also secure, including but not limited to, all unpaid Assessments, attorneys' fees, interest, late fees and costs and reasonable expenses of collection which are due or may become due subsequent to the date the claim of lien is recorded. The Association's attorney will also send a notice advising the Owner that a foreclosure action will be commenced unless the entire amount indicated on the claim of lien, as well as any sums that have accrued since the date of the claim of lien, are paid within thirty (30) days from the date of the notice.

11.9 The Association has the authority to approve lease applications pursuant to Article 16 of the Amended and Restated Declaration of Condominium. If a Unit Owner is delinquent in the payment of Assessments at the time an application for rental or lease of a Unit is received, the President or Manager shall have the authority to deny the application, without need for prior approval of the Board of Directors. The Association may grant conditional approval for lease or rental of a Unit when the Unit is delinquent in the payment of Assessments contingent upon written agreement from the Unit Owner and the Tenant to pay all rent due from the Tenant to the Unit Owner to the Association, until all past-due Assessments (including late fees, interest, cost, and attorneys' fees) have been paid up, with an additional proviso that future rentals may be directed to the Association if the Unit again becomes delinquent in the payment of Assessments during the lease term. Further, the Association shall have the right to attach rental income as may be authorized by the Declaration, the Bylaws, or law.

11.10 Pursuant to Article 17 of the Amended and Restated Declaration of Condominium, the Association may withhold approval for transfer of a Unit until all past-due Assessments (including late fees, interest, cost, reasonable collection expenses, and attorneys' fees) have been paid.

11.11 Any Person who is delinquent in the payment of any monetary obligation to the Association by more than ninety (90) days is not eligible to sit on the Board of Directors. If such an individual has submitted a Notice of Intent to run for the Board, their name shall not be included on the Annual Meeting Ballot where such individual is delinquent on the date of the deadline for submitting a Notice of Intent to run.

11.12 Should any Person become more than \$1,000 and more than ninety (90) days delinquent in the payment of any monetary obligation to the Association, the Board of Directors may consider the suspension of such Unit Owners, or Unit Occupant, Invitee, or Licensee's, use

rights of the Common Elements and Association Property and voting rights at a regularly scheduled Board meeting or a special meeting of the Board. In the event that such suspension is imposed at said meeting, the Association shall notify the Owner, and if applicable, the Unit's Occupant, Licensee or Invitee of such suspension by mail or hand delivery. Such suspension shall continue until all outstanding monetary obligations are brought current. Use rights in all Common Elements and Association Property shall be included in such suspension, including without limitation, all amenities, and recreational or social facilities, but excluding Limited Common Elements intended to be used only by that Unit, Common Elements need to access the Unit, utility services provided to the Unit, or parking spaces.

11.13 The Unit Owners whose voting rights have been suspended by these Rules shall be subtracted from the quorum and voting requirements of any votes taken during such suspensions to the extent permitted by the Act, the Declaration or the Association's Bylaws.

11.14 It is the intent of the Board that this collections policy be adhered to as closely as possible. However, any deviation from or waiver of this Policy will not affect the collections process and cannot be raised as a defense by a delinquent Unit Owner in any collections proceeding. Further, the Board shall have the authority to deviate from or waive the provisions of this Policy, when in the opinion of the Board of Directors, the best interests of the Association are served by such waiver or deviation, including, but not limited to, situations where substantial hardship or excusable neglect by the Unit Owner has been shown. The waiver or deviation of the provisions of this Policy in one instance shall not require waiver or deviation in any other instance.

11.15 The President of the Association or his appointee shall have the authority to implement this Policy, without need for specific approval of the Board, except that the suspension of use rights provided for in Paragraph 11.11 and the waivers provided for in Paragraph 11.13 shall be considered by the Board.

12. FORM OF QUESTION AND ANSWER SHEET

WHEREAS, Section 718.504 of the Act provides, in pertinent part, as follows:

In addition to the prospectus or offering circular, each buyer shall be furnished a separate page entitled "Frequently Asked Questions and Answers," which shall be in accordance with a format approved by the division and a copy of the financial information required by s. [718.111](#). This page shall, in readable language, inform prospective purchasers regarding their voting rights and unit use restrictions, including restrictions on the leasing of a unit; shall indicate whether and in what amount the unit owners or the association is obligated to pay rent or land use fees for recreational or other commonly used facilities; shall contain a statement identifying that amount of assessment which, pursuant to the budget, would be levied upon each unit type, exclusive of any special assessments, and which shall further identify the basis upon which assessments are levied, whether monthly, quarterly, or otherwise; shall state and identify any court cases in which the

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association is currently a party of record in which the association may face liability in excess of \$100,000; and which shall further state whether membership in a recreational facilities association is mandatory, and if so, shall identify the fees currently charged per unit type. The division shall by rule require such other disclosure as in its judgment will assist prospective purchasers.

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt a rule, as contemplated by the above-referenced statute, to create "Form" Frequently Asked Questions and Answer Sheet to be updated annually.

NOW THEREFORE, the following Rules are adopted.

12.1 The Board of Directors shall update the Frequently Asked Questions and Answer Sheet which is attached hereto as **Exhibit "A"** to Policy and Procedure #12 annually.

FREQUENTLY ASKED QUESTIONS AND ANSWER SHEET

The Pointe at Pelican Landing Condominium Association, Inc.

As of _____, 20__

Q: What are my voting rights in the condominium association?

A: An Association member is entitled to one vote for each unit owned. Generally speaking, Unit Owners are entitled to vote for the election of Directors, the level of reserve funding, waiver of certain financial reporting requirements, and amendments to the Declaration, Articles of Incorporation and Bylaws of the Association. Owners are entitled to vote in person or by limited proxy. The election of Directors is conducted at the annual meeting through a balloting procedure.

Q: What restrictions exist in the condominium documents on my right to use my unit?

A: Article 14 of the Amended and Restated Declaration of Condominium, contains restrictions regarding occupancy, residential use, nuisance, pets, parking, antennas and signs, access, stairs and halls, garbage, fire hazards, garage enclosures, and smoking. The foregoing is only a listing of some of these restrictions. Additional restrictions may be found in the Amended and Restated Declaration of Condominium and Amended and Restated Rules and Regulations. All prospective buyers are urged to review the Condominium Document carefully. In addition to the Declaration, the Condominium Property is subject to a Master Declaration. For more detailed information refer to the entire text of the Master Declaration.

Q: What restrictions exist in the condominium documents on the leasing of my unit?

A: Entire Units may be leased as set forth in Article 16 of the Amended and Restated Declaration of Condominium. The minimum lease term is thirty (30) continuous days, or one (1) continuous month, and no more than four (4) times per calendar year.

Q: How much are my assessments to the condominium association for my unit type and when are they due?

A: As the owner of a Unit your fee is _____ due _____. This **does/does not** includes the Master Association assessments.

Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

A: You as an individual Unit Owner are required to be a member of The Pelican Landing Community Association, Inc. You have one vote in the Community Association. The assessments for the Community Association is \$ _____, which **is/is not** included in the assessment for the Association.

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A. No.

Q: Is the condominium association or other mandatory membership association involved in any cases in which it may face liability in excess of \$100,000? If so, identify each case.

A: No.

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS THERETO, THE SALE CONTRACT, AND THE CONDOMINIUM DOCUMENTS.

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TELEPHONE (239) 433-7707

13. FINING/SUSPENSION COMMITTEE (“COMPLIANCE COMMITTEE”) AND CREATING FINING/SUSPENSION PROCEDURES

WHEREAS, The Pointe at Pelican Landing Condominium Association, Inc. (“Association”) is the corporation charged with the operation, maintenance, and management of The Pointe at Pelican Landing, a Condominium (“Condominium”); and

WHEREAS, Section 718.303(3), Florida Statutes (2018) provides:

The association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. A fine may not become a lien against a unit. A fine may be levied by the board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee as provided in paragraph (b). However, the fine may not exceed \$100 per violation, or \$1,000 in the aggregate.

(a) An association may suspend, for a reasonable period of time, the right of a unit owner, or a unit owner’s tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. This paragraph does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, parking spaces, or elevators.

(b) A fine or suspension levied by the board of administration may not be imposed unless the board first provides at least 14 days’ written notice to the unit owner and, if applicable, any occupant, licensee, or invitee of the unit owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the 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. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. If the committee does not approve the proposed fine or suspension by a majority vote, the fine or suspension may not be imposed. If the proposed fine or suspension is approved by the committee, the fine payment is due 5 days after the date of the committee meeting at which the fine is approved. The association must provide written notice of such fine or suspension by mail or hand delivery to the unit owner and, if applicable, to any tenant, licensee, or invitee of the unit owner; and

WHEREAS, Article 4.15 of the Amended and Restated Bylaws provides:

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To Levy Fines and Suspend Rights. The Directors may, pursuant to the Act, impose fines not to exceed the maximum permissible by law, and/or suspend the right to use Common Elements, common facilities, or any other Association Property, as permitted by the Act, for failure of the Owner of the Unit or any Resident, Occupant, Tenant, Guest, Licensee, Invitee, or any Family members thereof to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws.

4.15.1 A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law. A suspension shall be imposed and enforceable for a reasonable amount of time, as determined by the Board of Directors, and subject to the confirmation or rejection of the independent committee specified in Article 4.15.3 hereof.

4.15.2 The Unit Owner and, if applicable, the party against whom the fine and/or suspension is sought to be imposed (if different from the Unit Owner), shall be afforded an opportunity for hearing by being given notice of not less than twenty (20) days. Notice shall be effective when mailed by U.S. mail, certified, return receipt requested, to the address of the Member listed in the official records of the Association, and as to Tenants, to the mailing address for the Unit. Said notice shall include:

- (a) A statement of the date, time, and place of the hearing;
- (b) A statement of the provisions of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, Board policies and resolutions, or laws which have allegedly been violated; and,
- (c) A short and plain statement of the matters asserted by the Association.

4.15.3 The Unit Owner and, if applicable, the party against whom the fine and/or suspension is sought to be imposed (if different from the Unit Owner), shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a Committee of at least three (3) members appointed by the 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. If the Committee does not approve the proposed fine and/or suspension by majority vote, the fine and/or suspension may not be imposed. Should the Association be required to initiate legal proceedings to collect a duly

imposed fine or enforce a duly imposed suspension, the prevailing party in an action to collect said fine shall be entitled to an award of costs and a reasonable attorneys' fee incurred before trial (including in connection with the preparation for and conduct of fining and/or suspension hearings), at trial, and on appeal. Members shall be jointly and severally liable for the payment of fines imposed against and/or suspension imposed upon Residents, Occupants, Tenants, Guests, Licensees, Invitees, or any Family members thereof; and

WHEREAS, the Association is desirous of empowering its Community Association Manager ("Manager") with the authority to initiate the fining and/or suspension process by authorizing the issuance of required notices and otherwise administering the fining and suspension procedure; and

WHEREAS, the Association is also desirous of creating a Compliance Committee (the "Committee"), as contemplated by the Act.

NOW, THEREFORE, it is hereby resolved as follows:

13.1 The above recitations are true and correct and are hereby incorporated into these Rules.

13.2 The Committee shall consist of no less than three (3) members appointed by the 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. The Committee members shall serve at the pleasure of the Board of Directors. The Committee members may be removed or replaced on motion of the Board, documented in the minutes, without need for further resolution of the Board. The Board shall have the power to fill vacancies in the Committee and, at any time, remove any member of the Committee with or without cause. The Board shall also have the power to dissolve such Committee. The Committee may, amongst itself, elect a Chair and, if desired by the Committee, a Vice-Chair.

13.3 The Manager, in appropriate situations, shall initially address violations through the issuance of a "Notice of Violation," generally in the form attached to these Rules as **Exhibit "A"** or similar form. The Manager may confer with the Board, President and/or legal counsel in attending to this function, but shall be delegated the general authority and responsibility to provide initial notices of violations of the Condominium Documents (which shall include the Declaration of Condominium, the Articles of Incorporation, the Bylaws, and the Rules and Regulations), as well as violations of any policies, resolutions or lawful orders of the Board of Directors, or applicable provisions of law; all of which shall be referred to in these Rules as a violation of the Condominium Documents. The Manager may confer with the Board, President and/or legal counsel, but shall be delegated the general authority (subject always to contrary direction by the President or the Board) to determine which violations shall be initially addressed through a warning letter first sent, and which such proceedings may be initiated without the provision of a warning through issuance of a Notice of Violation, referenced above. It shall generally be the policy of the Association to issue prior warnings to first time offenders for

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minor violations. It shall generally be the policy of the Association that where a Person sought to be fined and/or suspended has violated the Condominium Documents in the past, or where the alleged violation is sufficiently serious, as determined by the Manager, Board and/or President, the fining/suspension procedure may be initiated without a prior warning/opportunity to cure.

13.4 Assuming that the Notice of Violation does not result in the resolution of an alleged violation to the satisfaction of the Manager, or in cases where no Notice of Violation is issued, the Manager, on behalf of the Board and/or President, shall be empowered with the authority to initiate the fining and/or suspension process by placing on the agenda for a regular or specially scheduled meeting of the Board of Directors the consideration of levying a fine and/or suspension.

13.5 If at the meeting of the Board of Directors, a majority of the Board votes to levy a fine and/or suspension, the Unit(s) and Person(s) against whom the fine and/or suspension is levied shall be sent written notice of the Board's action levying the fine and/or suspension and further be notified of the opportunity for a hearing before the Committee where the fine and/or suspension shall be considered by the Committee for confirmation or rejection of the fine and/or suspension. The written notice shall be in a form generally equivalent to the "Notice of Hearing" attached here to as **Exhibit "B,"** and shall be sent by certified mail, return receipt requested, with an optional additional copy by regular mail. E-Mail copies may also be sent, but are not required. If the fine and/or suspension is approved by the Committee, the fine and/or suspension shall be deemed imposed without further action of the Board of Directors.

13.6 The Committee shall be empowered with the authority to conduct fining/suspension hearings. At least a majority of the Committee Members are required for a quorum of the Committee. Actions of the Committee shall be by vote of a majority of the Committee Members present. At said hearings, the Committee shall be empowered with the authority to either confirm or reject the fine and/or suspension levied by the Board. The Unit Owner and, if applicable, the party against whom the fine and/or suspension is sought to be imposed (if different from the Unit Owner), shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. Formal rules of evidence shall not be applicable.

13.7 Once the fine and/or suspension is imposed, the Manager shall deliver a "Notice of Imposition of Fine and/or Suspension" in a form generally equivalent to **Exhibit "C"** attached hereto by mail or hand-delivery.

13.8 A suspension pursuant to this provision shall apply to the use rights in all of the Common Elements, except that such suspension shall not apply to Limited Common Elements intended to be used by only the subject Unit, Common Elements needed to access the Unit, utility services provided to the Unit, parking spaces or elevators. Suspension shall specifically (but without limitation) prohibit the use of the Clubhouse, swimming pool, spa, and all related recreational amenities. Such suspension shall be for a reasonable time, as determined by the Board in its levy of the suspension, subject to confirmation by the Committee.

13.9 The Board may delegate such other powers and duties to the Manager or to such other Person as may be necessary or appropriate under the circumstances. The Board may adopt additional policies and procedures for the Manager or such other Persons to follow, or to be utilized in connection with the fining/suspension process, as amended from time to time.

13.10 General compliance with these Rules shall be sufficient, it being intended to be used as a guideline to ensure fairness in the fining/suspension process. It is the intention of these Rules and its exhibits that Persons sought to be fined and/or suspended are given a reasonable notice to be heard before the imposition of a fine and/or suspension of use rights. The Manager, in consultation with the Board and/or President, where appropriate, shall have the authority to disregard the provisions of these Rules in circumstances where the alleged behavior of a Person constitutes a violation of criminal law, or poses a threat to the health, peace, safety, or welfare of the residents of the Condominium, or in other circumstances where the Association believes such disregard is justified. Compliance with these Rules and the imposition of fines or suspensions shall not be deemed a prerequisite to the initiation of legal proceedings or other remedies to enforce the Condominium Documents.

NOTICE OF VIOLATION

_____ [Date Sent]

FIRST CLASS MAIL

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

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

The following violations of the Condominium Documents have been noted with regard to the Unit you are occupying at The Pointe at Pelican Landing, a Condominium, or the conduct of you, the Unit's Occupants, Guests, Licensees, or Invitees.

[Insert violation(s) here including citation to Condominium Documents 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 Association reserves the right to take further action against you to enforce the Condominium Documents. You are required to [fill in demanded relief here].

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): the imposition of a fine and/or suspension of certain use rights of Common Elements following a proper notice and opportunity for hearing as required by law; and/or the filing of a lawsuit for damages in the court of appropriate jurisdiction; and/or the filing of a lawsuit for an injunction in the court with appropriate jurisdiction; and/or the initiation of mandatory non-binding arbitration proceedings with the Division of Florida Condominiums, Timeshares and Mobile Homes. In the event the Association takes any of the foregoing legal actions, the Association will seek to recover its attorneys' fees and costs as permitted by the Condominium Documents and the Florida Condominium Act, Chapter 718, of the Florida Statutes.

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

EXHIBIT A – NOTICE OF VIOLATION/Page 1 of 2

** In general 10 days' notice will be given 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 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 Manager in consultation with the President.*

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LAW OFFICES
BECKER & POLIAKOFF, P.A.
SIX MILE CORPORATE PARK • 12140 CARISSA COMMERCE COURT, SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

Very truly yours,

[Association Manager]

On behalf of the Board of Directors

cc: [If Owner Occupied, Unit Owner by e-mail, if Association has e-mail address, but e-mail optional]

[If Non-Owner Occupied, Tenant/Non-Owner Occupant by e-mail if Association has e-mail address, but e-mail optional]

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

[Board President]

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NOTICE OF HEARING

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

CERTIFIED MAIL # [Fill in Tracking Number from Green Card Here]

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

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

Section 718.303(3), Florida Statutes and the Association’s Policy regarding Fining/Suspension Committee (“Compliance Committee”) and Creating Fining/Suspension Procedures authorizes The Pointe at Pelican Landing Condominium Association, Inc. (“the Association”) to levy reasonable fines and/or suspend use rights for a reasonable time for failure of the Owner of a Unit or its Tenants, Occupants, Guests, Licensees, or Invitees to comply with any provision of the Condominium Documents.

[If fining and Notice of Violation was given in advance, use this paragraph] The violation described in the Association’s Notice of Violation dated _____, 20____, **copy attached**, has not been corrected and/or has resumed. Accordingly, the Association’s Board of Directors 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].

[If fining and NO Notice of Violation was given in advance, use this paragraph instead of previous paragraph] The Association’s Board of Directors 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 Condominium Documents have been noted with regard to the Unit you own and/or are occupying at The Pointe at Pelican Landing, a Condominium, or the conduct of you, your Unit’s Tenants, Occupants, Guests, Licensees, or Invitees. [Insert violation(s) here including citation to Condominium Documents and as much detail as possible as to date(s), time(s) and place(s) of alleged violation(s).]

[If suspending, use this paragraph] The Association has also [delete “also” if Association is only suspending and not fining] suspended your Unit’s right to use certain Common Elements, which include the Clubhouse, swimming pool, spa, and all related recreational amenities for a period of _____ (___) days.

Pursuant Section 718.303(3)(b), Florida Statutes, a hearing before the Compliance Committee (the “Committee,” an impartial committee of at least three members appointed by the 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), will be held on the [day] day of [month] 20[year], at [time] at [place, include address] to determine whether to confirm or reject the fine and/or suspension levied by the Board of Directors.

EXHIBIT B - NOTICE OF HEARING/Page 1 of 2

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You have a right to attend the hearing to respond, to present evidence, and to provide written or oral argument. You shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. You also have a right to be represented by counsel at the hearing. If you intend to appear with counsel, please notify the Association, in writing, no later than seven (7) days prior to the hearing so that the Association has sufficient time to arrange for its counsel to be present should it choose to do so.

If you fail to appear at the hearing, the fine and/or suspension, if confirmed by the Committee, will be imposed after a hearing has been conducted in your absence. If you have any questions about scheduling, please contact *[Association Manager]* at *[phone number]* or *[e-mail address]*.

In the event the Committee confirms the fine and/or suspension levied by the Board of Directors, the fine and/or suspension will be imposed. If the Committee rejects the fine and/or suspension, it will not be imposed. You will receive written notice of any fine and/or suspension imposed.

[Include this paragraph only if Unit is Non-Owner Occupied] This Notice is also being provided to the record Owner(s) of the Unit. Pursuant to Florida law and the Condominium Documents, the Unit Owner is jointly and severally liable for the conduct of his or her Tenants, and the Occupants of the Unit, as well as their Guests, Licensees, or Invitees. Accordingly, the fine may also be imposed against the Unit Owner(s), either directly, or jointly and severally. In cases where only a Non-Owner (e.g., Tenant, Occupant or Invitee) is fined, the Unit Owner shall be jointly and severally liable for payment of the fine. *[Use following suspension sentence, if applicable.]* Unit Owners shall likewise be suspended from common facility use during the period of the suspension of a Non-Owner. Unit Owners have the right to attend the Committee Hearing.

Very truly yours,

[Association Manager]

On behalf of the Board of Directors

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

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

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

[Board President]

EXHIBIT B - NOTICE OF HEARING/Page 2 of 2

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NOTICE OF IMPOSITION OF FINE AND/OR SUSPENSION

_____ [Date Sent]

CERTIFIED MAIL # [Fill in Tracking Number from Green Card Here]

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

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

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

On _____, 20____ [fill in date of hearing], the Compliance Committee (the “Committee”) confirmed the fine levied by the Board of Directors in the amount of [\$_____ per day/\$_____ cumulative, be specific], as authorized by law. [Use only the following sentence where applicable] The Committee also confirmed that your right to use non-essential Common Elements, as defined in the Association’s Policy regarding Fining/Suspension Committee (“Compliance Committee”) and Creating Fining/Suspension Procedures, including the Clubhouse, swimming pool, spa, and all related recreational amenities, be suspended for a period of _____ () days, effective _____, 20____. As such, the Board of Directors has imposed a fine in the total amount of \$_____ and/or has imposed the suspension for a period of _____ () days, the suspension is effective beginning _____, 20____. **Payment of the fine is due (must be received by the Association) no later than five (5) days after the date of the Committee meeting at which the fine is approved, or five (5) days from the date of this letter, whichever is later. The suspension applies to all Unit Owners, Tenants, Occupants, Guests, Licensees, and Invitees.** [This paragraph may be edited to be tailored to whether a fine, a suspension, or both have been imposed.]

[Include this paragraph only if Unit is Non-Owner Occupied] This Notice is also being provided to the record Owner(s) of the Unit. Pursuant to Florida law and the Condominium Documents, the Unit Owner is jointly and severally liable for the conduct of his or her Tenants, Occupants, Guests, Licensees, and Invitees and for fines and/or suspensions imposed upon them. Accordingly, this Notice serves as notice to the Unit 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 Association, c/o Vesta Property Services, Inc., 27180 Bay Landing Drive, #4, Bonita Springs, Florida 34135 [edit as appropriate]. Checks should be made payable to The Pointe at Pelican Landing Condominium Association, Inc. If you fail to pay the fine, or violate the Association’s suspension order, the Association reserves all rights available under law to collect the fine and enforce the suspension [edit as appropriate]. These include (but are not limited to) additional suspension of use privileges as may be permitted by law, additional fines as may be permitted by law, filing an action in a court of competent jurisdiction to recover the fine and/or enforce the suspension or the initiation of arbitration

EXHIBIT C - NOTICE OF IMPOSITION OF FINE AND/OR SUSPENSION/Page 1 of 2

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proceedings. Pursuant to the 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 this matter.

Very truly yours,

[Association Manager]

On behalf of the Board of Directors

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

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

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

[Board President]

EXHIBIT C - NOTICE OF IMPOSITION OF FINE AND/OR SUSPENSION /Page 2 of 2

14. ELECTRONIC VOTING AND PARTICIPATION FOR ASSOCIATION MEETINGS AND ELECTIONS POLICY

WHEREAS, Section 718.128, Florida Statutes (2018) provides that an association may conduct elections and other unit owner votes through an Internet-based online voting system and/or the use of electronic notice if a unit owner consents, in writing, to online voting and/or electronic notice and if various requirements are met; and

WHEREAS, the Board of Directors has determined it to be in the best interest of the Association to enable the use of electronic voting and/or electronic notice in Association matters and to create the requisite authority required by the above-referenced statute.

NOW THEREFORE, it is resolved as follows:

14.1 The Association may permit Unit Owners who desire to do so the ability to utilize electronic voting in conformance with the above-referenced statute, as amended from time to time, as well as any applicable administrative rules of the Florida Department of Business and Professional Regulation, as may now exist, be hereafter adopted, or as the same may be amended from time to time.

14.2 The Board or its President may determine that utilizing electronic voting is not in the best interest of the Association as to any particular meeting or election. Accordingly, there shall be no obligation for the Association to utilize electronic voting at any particular meeting or election.

14.3 Notice to Unit Owners of the opportunity to vote through an online voting system shall be provided as required by law.

14.4 The Association hereby adopts the following forms which are incorporated into these Rules by reference:

14.4.1 Attached as **Exhibit "A"** is the "Consent to Electronic Voting and/or Consent to Receive Electronic Notice of Meetings," which a Unit Owner may sign and file with the Association, or which may be affirmed by the Unit Owner, in order for a Unit Owner to be entitled to vote by electronic means and/or to receive electronic notice of meetings; and

14.4.2 Attached as **Exhibit "B"** is the "Revocation of Consent to Electronic Voting and/or Revocation of Consent to Receive Electronic Notice of Meetings," which a Unit Owner may sign and file with the Association, or which may be affirmed by the Unit Owner, to revoke their consent to electronic voting and/or their consent to receive electronic notice of meetings.

Unless prohibited by law, an e-mail notification from a Unit Owner to the Association may be used in lieu of a signed consent or revocation form, in which case the terms of the attached consent and revocation forms are incorporated by reference and shall be deemed affirmed by the Unit Owner when consent is given or revoked by e-mail.

14.5 In order to implement electronic voting, the Association may contract with an outside vendor or other party that provides electronic voting services (referred to collectively hereinafter as the “Provider”). The Board shall use reasonable judgment to ensure that such Provider’s services comply with the requirements of law.

14.6 The Association or its agent shall notify Unit Owners in meeting notice materials, as provided by law, of the ability to vote electronically, including, but not limited to, the Provider’s e-mail address or website in a manner the Association reasonably believes to be sufficient to enable Unit Owners to participate in electronic voting.

14.7 Unit Owners who consent to vote by electronic means may still vote in person, if they choose, by paper means (use of proxies and ballots), or may send proxies to the Association by facsimile transmission or electronic mail, to the extent the Association otherwise receives and accepts proxies through such media. In the event of multiple votes cast by a Unit as to the same matter, the vote cast first in the election of Directors shall prevail, while the last vote cast will prevail with respect to non-election issues. The Board of Directors shall have the authority to set cutoff times for electronic voting in connection with the notice of any meet where electronic voting will be used. In the absence of the Board of Directors announcing a different cutoff time/date for electronic voting, all electronic votes shall be cast at least one (1) hour in advance of said meeting at which time the ability to vote electronically shall be deemed closed for that meeting or election. In any instance wherein a meeting is lawfully adjourned and continued to a new time and date, for such matters to be voted upon but the question has not yet been called, the electronic voting shall be reopened following the adjournment to allow the Unit Owner to cast an electronic vote until one (1) hour in advance of the reconvening of the meeting, at which time the ability to vote electronically shall be deemed closed for that continued meeting.

14.8 By signing or affirming the consent form attached as Exhibit “A” hereto and otherwise choosing to vote electronically as enabled by these Rules, each Unit Owner recognizes that the Association cannot control the practices of third parties regarding internet communications and use of the Owner’s e-mail address. As such, and as a condition of the Association’s agreement to permit electronic voting, each Unit Owner who consents to electronic voting releases and waives any claim against the Association pertaining to such voting, including, but not limited to, the transmission or placement of “viruses,” “malware,” “spyware,” “cookies,” and the like. Each Unit Owner who consents to electronic voting also consents to the Association’s publication of their e-mail address, as well as other information (including necessary personal identifying information) to Providers or other third parties to the extent and as may be reasonably necessary to enable the use of electronic voting processes. Such information shall not be considered an official record, and shall not be available for Unit Owner inspection unless required by law.

14.9 By signing or affirming the consent form attached as Exhibit “A” hereto, each Unit Owner further recognizes that internet/electronic communications may be subject to failure, interruptions, or other problems due to a variety of reasons, including, but not limited to, Unit Owner operator error, Provider system or server failures, “spam” blockers, power outages, and the like. As such, and as a condition of the Association’s agreement to permit electronic voting,

each Unit Owner who consents to electronic voting releases and waives any claim or challenge to such voting, including, but not limited to, situations where a Unit Owner vote was not received or counted by the Association due to no fault of the Board of Directors or management.

**CONSENT TO ELECTRONIC VOTING AND/OR CONSENT TO RECEIVE
ELECTRONIC NOTICE OF MEETINGS**

The undersigned, being all the Owners, or an eligible voter, for Unit No./Address _____, at **The Pointe at Pelican Landing, a Condominium**, pursuant to Florida Statutes, hereby consent(s) in writing to:

(Please place a check mark or x in the box or boxes below for which you are giving consent. You may consent to electronic voting, receiving electronic notice or both).

1. **ELECTRONIC VOTING.** By signing this consent form (or consenting to electronic voting by e-mail sent to the Association), I/we consent to voting electronically at meetings and elections for **The Pointe at Pelican Landing Condominium Association, Inc.** to the fullest extent permitted by law, pursuant to the provisions of the Board’s Resolution authorizing electronic voting (“Resolution”) , and release and waive any claim against the Association pertaining to such voting, including, but not limited to, the transmission or placement of “viruses,” “malware,” “spyware,” “cookies,” and the like and any claim or challenge to such voting, including, but not limited to, situations where a Unit Owner vote was not received or counted by the Association due to no fault of the Board of Directors or management.

I/We designate the following email address for electronic voting purposes, which e-mail address and other information (including personal identifying information) may be released to a third party that provides electronic voting services or other third parties to the extent and as may be reasonably necessary to enable the use of electronic voting processes:

(PRINT NEATLY) _____.

I/We further understand and agree that, in order to use a different e-mail address for casting votes electronically, I/we must notify the Association in writing of the change of e-mail address no later than 72 hours prior to the meeting or election in which the Unit Owner wishes to vote by electronic means. If I/we do not provide timely written notice of this change of e-mail address to the Association as provided herein, I/we further understand and agree that I/we may not be able to vote electronically until the next membership meeting and/or election.

I/We further understand and agree that, in order to use a different e-mail address for casting votes electronically, I/we must notify the Association in writing of the change of e-mail address no later than 72 hours prior to the meeting or election in which the Unit Owner wishes to vote by electronic means. If I/we do not provide timely written notice of this change of e-mail address to the Association as provided herein, I/we further understand and agree that I/we may not be able to vote electronically until the next membership meeting and/or election.

2. **ELECTRONIC NOTICE.** I/we consent to receiving notice by electronic transmission for meetings of the Board of Directors, Committees, and Annual and Special Meetings of the Members of **The Pointe at Pelican Landing Condominium Association, Inc.** I/We designate the following email address for electronic notice purposes:

(You may write “same as above” or provide a different email address for electronic notice purposes) _____.

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The undersigned understands that mailed/paper notice may not be provided to the Unit Owners unless the Unit Owners have rescinded their consent to receive electronic notice of meetings. **Please be aware that if you consent to receive electronic notice of meetings, your e-mail address designated for that purpose will be an official record of the Association.**

All Owners of the Unit or Eligible Voter Please Print Name, Affix Date and Sign Below:

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

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REVOCAION OF CONSENT TO ELECTRONIC VOTING AND/OR REVOCATION OF CONSENT TO RECEIVE ELECTRONIC NOTICE OF MEETINGS

The undersigned, being all the Owners, or an eligible voter for Unit No./Address _____, at **The Pointe at Pelican Landing, a Condominium**, have previously consented in writing to electronic voting at meetings and elections and/or to receive electronic notice of meetings/elections for **The Pointe at Pelican Landing Condominium Association, Inc.**, as permitted by law and duly filed with the Association.

I/We hereby revoke my/our consent for the following (check all that apply):

Electronic Voting

Electronic Notice

The undersigned understands and agrees that if revoking consent for electronic voting, this form must be signed and on file with the Association no later than **ten (10)** days prior to the meeting or election in which the Unit Owner wishes to revoke consent to vote by electronic means or the revocation will not be effective until the next membership meeting and/or election. However, if the Association receives this revocation less than ten (10) days prior to the meeting or election, the revocation will be effective for the next subsequent membership meeting.

Furthermore, the undersigned understands and agrees that if revoking consent for electronic notice, this form must be signed and on file with the Association no later than **seventy-two (72) hours** prior to the Association sending notice of a meeting or election in which the Unit Owner wishes to revoke consent to electronic notice or the revocation will not be effective until the next meeting and/or election.

All Owners of the Unit or Eligible Voter Please Print Name, Affix Date and Sign Below:

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

**Exhibit "B" to Policy and Procedure #14
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15. FORM OF UNIFORM ESTOPPEL CERTIFICATE

WHEREAS, Section 718.116(8), Florida Statutes (2018), requires that the Board of Directors of Condominium Associations adopt a Resolution in order to charge a fee for the preparation of Estoppel Certificates requested by a Unit Owner, a Unit mortgagee or their respective designee, unless such charges are set forth in a contract with a manager or management company; and

WHEREAS, the Association is not party to any contract where such charges are specified; and

WHEREAS, the Association desires to adopt a standard form of Estoppel Certificate and authorize a fee in connection with the preparation of Estoppel Certificates, as provided by the statute.

NOW, THEREFORE, the Board of Directors adopts and approves the following rule:

BE IT RESOLVED, that the Board President or Treasurer, the Association's Manager or Management Company, or any authorized designee of the Association, Manager or Management Company, is hereby authorized to complete and charge a fee for the completion of an Estoppel Certificate.

Provided that the Estoppel Certificate is delivered within ten (10) business days from receipt of a written or electronic request for an Estoppel Certificate from a Unit Owner or the Owner's designee, or a Unit mortgagee or the Unit mortgagee's designee, the established fee is:

- \$250.00 if the Unit is not delinquent in any monies owed to the Association.
- An additional \$150.00 if there are delinquent monies owed to the Association.
- An additional \$100.00 if the requestor asks for the Estoppel Certificate within three (3) business days.

Simultaneous requests for Estoppel Certificates for multiple Units owned by the same Owner can be completed and delivered in one or more Estoppel Certificates with a fee computed for each Unit as set forth above.

A request will not be deemed received by the Association until the fee is received by the Association or its designee. The Association shall have no obligation to respond to requests on an expedited basis, but may do so in its discretion. Attorneys' fees incurred by the Association in connection with delinquent Units, including, but not limited to, attorneys' fees incurred to prepare "Payoff Letters," are not included in the above-stated fees.

The maximum fee the Association will charge if it receives simultaneous requests for Estoppel Certificates for multiple Units owned by the same person or entity and where there are no past due monetary obligations owed to the Association shall be \$750.00.

BE IT FURTHER RESOLVED, that the Association adopts the form Estoppel Certificate attached hereto, which may be completed by the persons or entities referenced

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above. Ministerial changes to the form may be authorized by the person authorized to complete said form without need for Board action.

BE IT FURTHER RESOLVED, that requests for Estoppel Certificates shall be sent as follows:

The Pointe at Pelican Landing Condominium Association, Inc.
Vesta Property Services, Inc.
c/o Scott Ludwick, Manager
E-mail address: Sludwick@vestapropertyservices.com.com

BE IT FURTHER RESOLVED, that the attached Estoppel Certificate shall be posted on the Association's website, www.pointepelicanlanding.com.

The Pointe at Pelican Landing Condominium Association, Inc.
Vesta Property Services, Inc.
c/o Scott Ludwick, Manager
E-mail address: Sludwick@vestapropertyservices.com.com

ESTOPPEL CERTIFICATE

1. Date of issuance: _____, 20__
2. Name(s) of Unit Owner(s) as reflected in the books and records of the Association:

3. Unit Designation (Number) and Address: _____

4. Parking or garage space identification for this Unit: _____
5. Is Account in collection with Attorney? Yes or No
Attorney Name: Becker & Poliakoff, P.A.
Attorney Contact Information: Joseph E. Adams; jadams@beckerlawyers.com
Payoff information may be requested at: FTMNAP-payoffs@beckerlawyers.com
6. Fee for the preparation and delivery of this Estoppel Certificate: \$250.00 if account not delinquent; additional \$150.00 for delinquent accounts; \$100.00 for expedited requests (the Association does not undertake to agree to expedited requests). Please note: The Estoppel Certificate request will not be processed until the required processing fee has been paid to the Association. Make check payable to "The Pointe at Pelican Landing Condominium Association, Inc." The fee applicable to this Estoppel Certificate is \$_____. Please note that when an account has been placed with legal counsel, legal fees required for the issuance of Payoff Letters are in addition to the fee payable for the preparation of this Certificate. Checks should be delivered to the following address: Vesta Property Services, Inc., 27180 Bay Landing Drive #4, Bonita Springs, FL 34135.
7. Name of the requestor: _____
8. Assessment information and other information:

Assessment Information

- a. The regular periodic assessment levied against the Unit is:
\$_____ per Month, Quarter, Year, Other _____
- b. The regular periodic assessment is paid through: _____, 20__
- c. The next installment of the regular periodic assessment is due _____, 20__
in the amount of \$_____
- d. An itemized list of all assessments, special assessments and other moneys owed on the date of issuance to the Association by the Unit Owner for a specific Unit is (*two boxes may be checked if applicable*):

- Attached hereto
- Available from the collection attorney referenced above
- None

e. An itemized list of any additional assessments, special assessments and other moneys that are scheduled to become due for each day after the date of issuance for the effective period of the Estoppel Certificate is *(two boxes may be checked if applicable)*:

- Attached hereto
- Available from the collection attorney referenced above
- None

Other Information

f. Is there a Capital Contribution Fee? Yes or No

Is there a Resale Fee? Yes or No

Is there a Transfer Fee? Yes or No Amount: \$100.00

See Article 17.5 of the Amended and Restated Declaration of Condominium, which provides that the Association may charge a processing fee for the approval of transfers of title.

g. Is there any open violation of the Condominium Documents, including the Declaration of Condominium or Rules or Regulations, for which notice has been given to the Owner and where such notice is reflected in the Association official records? Yes or No

h. Do any of the Condominium Documents, including the Declaration of Condominium or Rules or Regulations of the Association applicable to the property require approval by the Board of Directors of the Association for the transfer of the Unit? Yes or No

See Article 17.2 of the Amended and Restated Declaration of Condominium.

If yes, has the Board approved the transfer of the property? Yes No Pending

i. Is there a right of first refusal provided to the members or the Association?

Yes or No

See Article 17.4 of the Amended and Restated Declaration of Condominium.

If yes, have the members or the Association exercised that right of first refusal?

Yes

No

N/A. The transfer has been approved so the right of first refusal has been waived.

Pending. Right of first refusal is not triggered unless Association disapproves without good cause. Application/approval processing still in progress.

j. Is there more than one Association to which the Owner of this property is a member?

Yes or No

If yes, please provide contact information:

Association name: The Pelican Landing Community Association, Inc.
Contact name: _____
Contact number: _____

k. Names, addresses and phone numbers for all insurance maintained by the Association:

(NOTE: The above information is the contact information for the Association's insurance agent. Copies of insurance policies are on file with the Association and are available for inspection and copying as provided by law.)

9. Is there any other type of fee? Yes or No

(LIST ALL OTHER FEES OR MONEYS THAT ARE DUE FROM THE OWNER(S) AND/OR UNIT AND/OR WHICH ARE CHARGED IN CONNECTION WITH UNIT TRANSFERS)

	Type of Fee	Amount	When Due/Payable
1.			
2.			
3.			

THE ABOVE INFORMATION IS TRUE AND CORRECT. EXCEPT AS SPECIFICALLY PROVIDED BY LAW TO THE CONTRARY, THE ASSOCIATION DOES NOT WAIVE OR INTEND TO COMPROMISE ANY LEGAL RIGHTS IT MAY HAVE BY THE COMPLETION OF THIS CERTIFICATE. THE RESPONSES HEREIN ARE MADE IN GOOD FAITH AND TO THE BEST OF MY ABILITY AS TO THEIR ACCURACY.

THE POINTE AT PELICAN LANDING
CONDOMINIUM ASSOCIATION, INC.

By: _____

Date: _____

Print Name: _____

Phone: _____

If this Estoppel Certificate is hand delivered or sent by electronic means, it is effective for thirty (30) days from the date hereof, as set forth immediately above. If this Estoppel Certificate is sent by regular mail, it is effective for thirty-five (35) days from the date hereof, as set forth immediately above.

ACTIVE: 9281877_5