

Lucerne Lakes Homeowners Association, Inc. (LLHOA, South)

Non-Compliance Policy

Mission Statement: To maintain community standards for appearance, safety, and enjoyment for all members and residents and the protection of property values.

The Association establishes and follows policies leading to legal action that may be imposed against any member/tenant/guest for the failure of the owner of the parcel or its occupant, tenant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association.

Non-compliance will be based on verified observation or verified written complaint.

Authority: Declaration of Covenants, Conditions, and Restrictions of Lucerne Lakes Homeowners Association, Inc. and FS 720

Member's Responsibility: Each unit owner is a member of the Association and is responsible for complying with the Governing Documents. Owners are required to give their tenants, if any, copies of the Governing Documents, amendments, new rules as they are adopted. Owners are responsible for ensuring that tenants, invitees, guests, and unit occupants comply with the Governing Documents. In case of any violation by a tenant, guest, invitee, or unit occupant, the unit owner will be notified. A non-compliance or reimbursement assessment will be imposed against the owner/tenant/guest.

The Inspection / Owner Notification / Procedures for Non Compliance

- All notices will be addressed to the owner and also, if applicable, to tenant/guest.
- HOA Violation Inspection Committee:
 - 3 members: mgmt rep., board member, & community member
- Written complaints from residents will be verified
- Two (2) letters sent from the HOA
 - 1st LETTER -- Courtesy Letter with number of days to correct
 - 2nd LETTER -- Final Notice from HOA

Certified postal charges will be posted against the owner's account
- Re-inspection by HOA
- HOA board recommends forwarding to HOA lawyer or fines.
- Attorney
 - All legal charges will be posted against the owner's account

Non-Compliance Committee / Implementation of a Fine or Suspension

- HOA Board recommends a fine for vehicle violation; suspension of rights for non-compliance regarding common areas
- HOA forwards their recommendation/request to a community **Non-compliance Committee**
 - Committee members cannot be officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee.
- The committee holds a hearing with the owner/tenant/guest.
 - The committee's sole purpose is to confirm or reject the board's request for a fine or suspension based on non-compliance of the governing documents

Suspension of Rights to Common Areas for Non-Compliance

- The suspension of use of the common areas for a violation of the any governing provision is limited to the following:
 - A violation that affects the enjoyment/safety/property of the common areas ONLY.

Suspension to Common Areas and Voting Rights for Delinquency

- If an owner is more than 90 days delinquent in paying any fee, fine, or other monetary obligation due the association, the association may:
 - Suspend the rights of the member or the member's tenant, guest or invitee to use the common areas and facilities.
 - Suspend the voting rights of a member Suspension ends when paid-in-full.
 - Neither a notice nor a hearing apply for a suspension based on non-payment of any monies assessed or levied that are 90 days past due.
- If suspension approved at board meeting, board sends letter
 - Notifying the owner and tenant of suspension, reason why, full explanation of past due, and reference.
- Refusal to correct and/or refusal to pay any charges.
 - HOA lawyer will handle demand payment and/or court action.

Reference for Non-Compliance as stated in the Covenants, Conditions and Restrictions of Lucerne Lakes (CCRs)

Vehicles: (subject to fines)

- Parking on grass
- Blocking pathway
- Restricted vehicles -- restricted hours
- Vehicle repair outside of garage
- Illegal parking, blocking, etc.
- Expired vehicle tag (also county code enforcement)

- Unauthorized architectural change or structure: refer to ARC guidelines
- House / Structure
 - House paint: need ARC approval.
 - House clean: needs cleaning of dirt or mildew
 - Home repair: misc.
 - Decorative fence/wall: repair, paint
 - Roof: needs cleaning, repairs, or replacement (replacement needs ARC approval)
- Driveway
 - Driveway: repair, clean/refresh
 - Driveway: replace (need ARC approval)
- Landscape Maintenance
 - Grass is dead: majority of lawn
 - Grass needs mowing: over 10"
 - Weeds in bushes, flower beds, pavers, pathway, driveway
 - Dead tree or plants
 - Overgrown trees/plants: interfering/damaging common areas-paths/roads/fence; 10 foot clearance over pathways
 - Landscape blocking visibility at intersection
- Lot Maintenance
 - Mailbox: repair or replace
 - Debris/Material
 - Trash: must be in garage
 - Lollypop lights, no colored bulbs; black pole
 - Bee hive: safety issue
 - Wasp nest: safety issue
 - Signs: Only "For Sale" signs 2' x 2' on owner's lot
 - Playground equipment
- Pets
 - Not on leash
 - Pet waste, not picking up; improper disposal
 - Pet barking (also county ordinance)
- Lease
 - Expired
- Unauthorized occupants
- Nuisance
- Common Areas
 - Swales & Pathways: plantings/weeds
 - Recreational Area & Parking Lots

CCR ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to, change or exterior alteration therein be made without prior approval of the Architectural Control Committee ("Committee")....

CCR ARTICLE VI GENERAL PROVISIONS

Section 1. Maintenance of Units. ...keep and maintain his Lot and Unit its equipment and appurtenances, in good order, condition and repair and shall promptly perform all maintenance and repair within his Unit and Lot... lawn mowed, edged and kept free of noxious vegetation, shall remove and replace dead grass, trees, and shrubs and shall keep the same in a neat and orderly fashion...Each Owner shall maintain any rights of way, common areas or easements areas contiguous to his Lot and landscaping....

CCR ARTICLE VIII SPECIFIC PROVISIONS

Section 1. Land Use. residential purposes...No business, profession or trade... on any portion of the Property. No building...other than one single-family,...not to exceed one (1) story in height.

Section 2. Easements ...maintenance of utility and drainage facilities are reserved as shown on the plats of the Property within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with...utilities, the direction or flow of drainage channels...shall be continuously maintained by the Owner of the Lot...

Section 3. Nuisances. No noxious or offensive activity shall be carried on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 4. Temporary Structure. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be placed, erected or used on any Lot at any time, temporarily or permanently.

Section 5. Signs. No sign of any kind shall be displayed to the public view on any Lot except signs for sale of said Property which shall not exceed 2' x 2'

Section 6. Pets. ...dogs are kept on leashes. In addition, no animal can be allowed to roam freely....must be under 40 lbs...cannot have more than two Animals.

Section 7. Waste and Rubbish Disposal. No Lot shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste. Sanitary containers shall be used for storage of all such material and such containers shall be kept in garages.

Section 8. Water Supply and Sewerage. (irrigation well ok) ...No swimming pools may be constructed on any Lot.

Section 9. Visibility at Street Intersections. No obstruction to visibility at street intersections....

CCR ARTICLE VIII Section 10. Vehicles.

(b) Restricted Vehicle shall include any of the following:

- (1) thru 11 Pickup Truck over $\frac{3}{4}$ ton load capacity...more than two tires on the rear axle, or with more than two axles; ...Cargo Carrier; Trailers of any kind ...Tractors;...Vessels,...(watercraft) ...Aircraft...Recreational Vehicles,...Commercial Vehicles,...visible tools...equipment...supplies...permanent adaptations which materially alter...which is similar...

(c) In order to maintain the high standards of the subdivision with respect to residential appearance:

- (1) Restricted Vehicles shall NOT be permitted to be visibly parked between the hours of 7:00 PM and 7:00 AM ("Restricted Hours") at any place within the Property;
- (2) All other Vehicles, when not in a garage, must be parked on
 - i. paved or concrete areas designated and designed specifically for vehicular parking, or,
 - ii. on the road, but not blocking nor directly across from intersections or driveways.

(d) A Vehicle's total length may not exceed the length which will permit the Vehicle to be parked in the driveway appurtenant to the lot without encroaching on common areas.

(e) No Vehicles shall be parked on any portion of the Property for the purpose of repairing or changing fluids in the Vehicle, unless such repair or maintenance is performed completely within garages and not during the Restricted Hours....

Section 11. Antennas. No television or radio antenna or tower shall be constructed upon any Lot or be attached or connected in any manner to the exterior of any structure on any Lot.

Section 12. Painting. All painting to the exterior of the house must be approved by the Architectural Committee prior to painting. The Architectural Committee will provide a list of colors. The roof shall remain the type as now exists.

Section 13. Yards. No ... pools, playground equipment, permanent barbecue pits, fences (unless ARC approved decorative), (ignore row of hedges, ignore rock yard)

Section 14. Outdoor Clothes Drying.

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