

ATTORNEYS AT LAW www.clayton-mcculloh.com

NEAL McCULLOH Senior & Founding Partner nmcculloh@clayton-mcculloh.com Clayton & McCulloh, P. A. Servicing 25 Counties Respond to: Orlando Office

August 29, 2022

To Owners and Residents of Sykes Cove Community Association, Inc.

Dear Owner(s) and/or Resident(s):

Pursuant to the Association's request, we have advised the Board of Directors regarding how it should address violations of the Association's Governing Documents (i.e., its Declaration, Articles of Incorporation, Bylaw and Rules and Regulations). Accordingly, we advised the Board that the Association should follow the Florida Statutes and implement the requirements of its Governing Documents. Additionally, we discussed with the Board that part of the purpose of the Governing Documents is to help preserve and protect your property values. However, to maintain and hopefully promote your property values, the Association needs to compel each Owner's and resident's compliance with the Governing Documents.

Unfortunately, we understand that prior Board(s) may not have uniformly, timely and consistently enforced the Governing Documents. Of course, this needs to be immediately changed.

Given the above and to protect all Owners and Residents, except with respect to a couple of matters, the Association intends to enforce and compel compliance with all of the provisions within its Governing Documents and its Rules and Regulations. Accordingly, you cannot rely upon any prior policy or procedure of the Board, any past action or inaction of the Board or any past violation as a justification to violate the Association's Governing Documents and/or its Rules and Regulations in the future.

In the event the Association is apprised of or becomes aware of a violation of its Declaration, Articles of Incorporation, Bylaws and/or its Rules and Regulations, the Covenant Enforcement Policy and Procedure that has been adopted to enforce the Governing Documents is as follows:

1. The Association intends to send an initial notice/letter to the violating Owner and/or Occupant pointing out the violation(s) and requesting compliance within the time specified therein (e.g., 30 days of the date of the letter);

Owners and Residents of Sykes Cove Community Association, Inc. Page 2 of 4

- 2. If the violation(s) are not corrected within the time period specified in the first notice/letter (e.g., 30 days), the Association will send out its second notice/letter requesting and demanding compliance;
- 3. If the violation(s) are still not corrected within the time period specified in the second notice/letter (e.g., 30 days), the Association will send out its third and final notice/letter. apprising the violating Owner and/or Occupant that the matter(s) is being escalated and that the Association intends to proceed with fining, as well as potentially pursue other remedies available to it, which may include any or all of those specified hereafter.

The above time periods are only intended to be approximate. As such, the time periods to be specified in such notices/letters may be altered unilaterally by the Association and/or its management depending on the facts, conditions, etc. Accordingly, such time periods, notwithstanding anything to the contrary, may be altered in the sole unfettered discretion of the Association and/or its management without any further or advance notice of a change.

In the event your violation(s) are not corrected within the time specified in the Association's third letter/notice, the matter(s) will be escalated to compel your compliance. The following will outline various remedies that the Association may and/or will pursue depending on the violation(s):

<u>Remedy 1</u> - the Association fining the violator(s) [e.g., fining Owner(s), Tenant(s) and/or Occupant(s)], pending confirmation/approval from the Fining Committee;

<u>Remedy 2</u> - the Association suspending the violator(s) common area use rights (e.g., right to use the amenities);

Remedy 3 - the Association implementing its "self-help" rights. More specifically, the Association unilaterally correcting the violation/problem on the subject Lot (e.g., performing the necessary maintenance and/or corrective action thereon) and seeking to recover the associated cost from the Owner¹; and/or

Remedy 4 - the Association turning the matter over to and directing its law firm (Clayton & McCulloh) to compel compliance. As part and parcel thereto, it is expressly contemplated that if the matter is referred to this law firm, we shall

¹ As you can see, the Association may pursue its "self-help" rights. More specifically, the Association's Governing Documents provide that the Association can go on an Owner's Lot, correct violation(s) and charge the Owner the expense(s) associated therewith. Of course, if the Association avails itself of this alternative and/or additional remedy, it is contemplated that the Association and/or this law firm shall, likewise, pursue recovery of all of the associated expenses.

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proceed with arbitration, mediation and/or litigation as necessary to compel the violator(s) compliance.

While the above, outlines various remedies the Association can pursue to compel compliance, we hope you will work with your Board of Directors and comply with the Association's Governing Documents for the benefit of the entire Community. Furthermore, we hope each of you appreciate that such letters and the enforcement action(s) referenced above are for the benefit of all the Owners. Moreover, we hope that each and every Member (i.e., Owner) can appreciate the need for compliance by everyone.

Additionally, please understand that the Florida Statutes, likewise, mandate that each Owner and Tenant comply with the Governing Documents. In fact, Section §718.303, Florida Statutes, basically provides that a violation of the Governing Documents is a violation of Florida law and subjects the violator to payment of the Association's reasonable attorneys' fees.

Please appreciate that in the event a violation is turned over to Clayton & McCulloh, this law firm will seek to compel compliance with the Governing Documents and may seek to recover the associated attorneys' fees and costs.

To reiterate, the Association intends, except with respect to a couple of matters, to compel compliance with each and every provision of the Governing Documents. Accordingly, we hope this letter helps you to avoid violating the Governing Documents in the future, as well as avoid the need for the Association to undertake the enforcement action(s) listed above.

Please understand that this letter is not an indication that you are in violation of any of the Governing Documents. As such, this letter is only for the purpose of helping you avoid future violations. Accordingly, if you are currently violating the Association's Governing Documents, such matter(s) will be dealt with in separate correspondence

While the Association intends to enforce almost every provision in the Association's Governing Documents, it has been plagued with a problematic parking provision. As you may be aware, the Association's Declaration requires pick-up trucks with wheel rims exceeding 17 inches to be completely housed within the closed garage (see Article II, Section 7 of the Declaration). However, trucks are the most popular vehicle sold in the United States. Moreover, while larger rims may have been unusual when the Declaration was first created, today they are not. Additionally, this firm has been advised that the Association and/or prior Board(s) of Directors have permitted such trucks to be parked in derogation of the above restriction. While the owners thereof never should have been allowed to park in violation of the above prohibition in the Association's Governing Documents, the fact remains that not only did this transpire, but it may be problematic and/or unrealistic to prohibit such trucks prospectively. As such, the Association and its Board of Directors face a conundrum with respect to how to properly, fairly and reasonably address this issue and the resulting impact on the owners. Given the fact that this restriction has not been enforced for years, as well as the practical issues referenced above, the Association's

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Board of Directors has affirmatively decided to forgo enforcement of the rim limitation and to apprise you of that decision.

In addition to the above, the Board of Directors is faced with the dilemma that it neither owns nor controls the streets in the subdivision as they are public streets. Therefore, the Association lacks the real power and authority to regulate them or prohibit parking thereon. As such, the Association will not be enforcing any regulation in the Association's Governing Documents, Rules or Policies restricting parking on the public streets or otherwise regulating them.

Given the above, it is hoped you appreciate the reasons for the decisions recited herein, as well as the fact that the Association has provided you with this letter as it seeks each owners' and residents' cooperation for the benefit of the Community and hopes that each of you will cooperate in this endeavor.

Please work with the Association for the benefit of your Community by complying with the Association's Governing Documents.

Sincerely,

CLAYTON & MCCULLOH

Neal McCulloh, Esq.

NM/rsw

RESOLUTION OF THE BOARD OF DIRECTORS TO ENFORCE RESTRICTIONS AND PROVISIONS WITHIN THE ASSOCIATION'S GOVERNING DOCUMENTS

WITNESSETH

WHEREAS, the subdivision commonly referred to as Sykes Cove is governed by that certain DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS VILLA DE PALMAS SYKES COVER SECTION 1 BREVARD COUNTY, FLORIDA recorded in O.R. Book 2762, Page 1355, *et seq.*, of the Public Records of Brevard County, Florida, as amended and supplemented (hereinafter sometimes referred to as the "Declaration"); and

WHEREAS, the Sykes Cove Community Association, Inc. (hereinafter referred to as the "Association"), pursuant to the Declaration, is the corporate entity that has been delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair, as well as the power to enforce the covenants, restrictions, and easements contained therein; and

WHEREAS, Article II, Section 7 of the Declaration technically requires pick up trucks with wheel rims exceeding seventeen inches (17") to be completely housed within the closed garage but this restriction has not been enforced; and

WHEREAS, the Association does not own or control the streets and is limited with respect to its rights with respect thereto; and

WHEREAS, the Association and its current Board of Directors wants to specifically address the issues with the trucks and parking on the streets and in particular its enforcing and/or attempting to enforce any of its restrictions in its Documents pertaining thereto; and

WHEREAS, the Association believes it is problematic to enforce such restrictions; and

WHEREAS, the Association and its Board needs to address how it should properly, fairly, and reasonably address the above issues; and

WHEREAS, the Association prefers a uniform, fair and consistent approach be implemented with respect to such issues so that all the Owners are treated equally; and

WHEREAS, the Association will forego enforcing the pickup truck and street restrictions referenced above; and

WHEREAS, the Sykes Cove Community Association, Inc. is governed by a Board of Directors; and

WHEREAS, the Board of Directors wants to ensure that the Owners are apprised of its intent to enforce all of the restrictions and provisions set forth in the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS VILLA DE PALMAS SYKES COVER SECTION 1 BREVARD COUNTY, FLORIDA recorded in Official Records Book 2762, Page 1355, et seq., of the Public Records of Brevard County, Florida, as amended and restated from time to time, as well as the balance of the Association's Governing Documents with exception of the above referenced truck and street restrictions; and

WHEREAS, the Association in the past may not have timely, uniformly and consistently enforced all of its Governing Documents with exception of the above referenced truck and street restrictions.

RESOLVED, that:

- 1. The Association shall enforce all of the restrictions and provisions set forth in the Association's Governing Documents forthwith, with the exception of the above referenced truck and street restrictions;
- 2. The Association shall, within 60 days of the date hereof, by U.S. Mail Postage Pre-Paid, provide to each Owner at the address set forth in the Association's Official Records, Notice that it intends to enforce all of the restrictions and provisions set forth in the Association's Governing Documents (hereinafter referred to as the "Notice"), with exception of the above referenced truck and street restrictions; and
- 3. The Notice shall consist of a copy of this Resolution which includes a copy of Clayton & McCulloh's Rehabilitation Letter dated August 29, 2022, a copy of which is attached hereto as Exhibit "A"; and

4. The Association shall record a copy of the executed Resolution (with a copy of the Rehabilitation letter attached thereto) in the County's Public Records. We, the undersigned Officers of Sykes Cove Community Association, Inc., hereby certify that the foregoing is a true and correct copy of the Resolution adopted at the meeting of the Board of Directors of the Association held on 15th day of September, 20 22, which meeting was called after due notice was given and at which meeting a quorum of the Board of Directors was present and that such Resolution was adopted upon a majority vote of the Board of Directors. IN WITNESS WHEREOF, Sykes Cove Community Association, Inc., has caused these presents to be executed in its name, this 15th day of September, 20 22. Signed, sealed and delivered Sykes Cove Community Association, Inc. In the presence of: (Sign - Witness 1) Pamela Steel Sharon Freeman (Print - Witness 1) (Print) President, Sykes Cove Community Association, Inc. Melinda Pettit (Print - Witness 2) STATE OF FLORIDA COUNTY OF Brevard The foregoing instrument was acknowledged before me by means of \square physical presence or \square online notarization, this 15th day of September Pamela Steel as President of Sykes Cove Community Association, Inc., a not for profit Florida corporation, on behalf of the corporation. He/She is personally known to me or has as identification. (Seal) Renae J Foster RENAE J. FOSTER

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MY COMMISSION # HH 171673

EXPIRES: October 5, 2025
Bonded Thru Notary Public Underwriters

Signed, sealed and delivered In the presence of: (Sign - Witness 1) Attest:	Sykes Cove Community Association, Inc.
Sharon Freeman (Print - Witness 1) (Sign - Witness 2)	Rebecca Hauser (Print) Secretary, Sykes Cove Community Association, Inc.
Melinda Pettit (Print - Witness 2) STATE OF FLORIDA COUNTY OF Brevard	
The foregoing instrument was acknowledged online notarization, this 15th day of Rebecca Hauser as Secretar for profit Florida corporation, on behalf of the co	before me by means of physical presence or of September and Septembe
(Seal)	Signature COSAC -
MY COMMISSION # HH 171673 EXPIRES: October 5, 2025 Bonded Thru Notary Public Underwriters	Renae J Foster



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Sincerely,

CLAYTON & MCCULLOH

Neal McCulloh, Esq.

NM/rsw