

ASSOCIATION POLICIES AND PROCEDURES¹

COLLIER'S RESERVE ASSOCIATION, INC.

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

1.	POSTING OF NOTICE POLICY	1
2.	OWNER PARTICIPATION AT MEETINGS POLICY	1
3.	INSPECTION OF ASSOCIATION RECORDS POLICY	4
4.	LEASE REGISTRATION FORM	7
5.	UNIFORM ASSESSMENT COLLECTION POLICY	9
6.	FINING/SUSPENSION PROCEDURES	12
7.	ELECTRONIC VOTING AND PARTICIPATION FOR ASSOCIATION MEETINGS AND ELECTIONS POLICY	23
8.	RESOLUTION ESTABLISHING FORM OF UNIFORM ESTOPPEL CERTIFICATE AND WORKING CAPITAL CONTRIBUTION.....	28
9.	INVESTMENT POLICY	33

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

1 **1. POSTING OF NOTICE POLICY**

2 The official location for posting notice of Association meetings is the bulletin board located
3 outside golf shop on the northeast corner of the building.

4 This does not preclude posting at other locations.

5 **2. OWNER PARTICIPATION AT MEETINGS POLICY**

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

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

10 WHEREAS, the Act provides that the Association may adopt reasonable rules governing
11 recording meetings of the board and membership; and

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

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

16 **2.1 Definitions.**

17 **2.1.1 “Board Meeting”** is defined as a quorum of Directors gathered to conduct
18 Association business.

19 **2.1.2 “Meeting”** means a meeting of the Board, Statutory Committee or of the
20 Owners, as the context may permit.

21 **2.1.3 “Non-Statutory Committee”** means any committee that does not approve
22 or disapprove architectural decisions or to make a final decision regarding the expenditure of
23 Association funds.

24 **2.1.4 “Statutory Committee”** means a group of Board members, Owners, or
25 Board members and Owners appointed by the Board or a member of the Board to approve or
26 disapprove architectural decisions with respect to a specific Parcel owned by a Member of the
27 Association or to make a final decision regarding the expenditure of Association funds.

28 **2.1.5 “Statutory Committee Meeting”** is defined as a quorum of Statutory
29 Committee members gathered to conduct the business of the committee.

30 **2.1.6 “Owner”** means the record Owner of a Parcel or Parcels, and where
31 applicable, his or her holder of a lawful proxy or such other Person as may be lawfully entitled to
32 attend Meetings on behalf of an Owner.

33 **2.1.7 “Owner Meeting”** is defined as a quorum of Owners, in person or by proxy,
34 gathered at a lawfully noticed meeting to conduct Association business.

10/20/2020

1 **2.1.8 Additional Definitions.** Capitalized terms have the same meaning ascribed
2 to them in other Governing Documents of the Association.

3 **2.2 Board and Statutory Committee Meetings.**

4 **2.2.1 Attendance at Board and Statutory Committee Meetings.** Owners have
5 the right to attend Board and Statutory Committee Meetings, except as provided by law. No Person
6 other than an Owner shall be permitted to attend such Meetings, unless permitted by the Chairman
7 of the meeting or law. Owners do not have the right to attend meetings of any Committee which
8 is not a Statutory Committee, unless permitted by the Committee Chairman or the Board. Owner
9 may not attend meetings which are closed to Owners attendance pursuant to the Act.

10 **2.2.2 Speaking at Meetings.**

11 **2.2.2.1** Owners have the right to speak at Board and Statutory Committee
12 Meetings. No other Person shall be permitted to speak at such Meetings, unless permitted by the
13 Chairman, or required by law.

14 **2.2.2.2** Statements shall be made from the Owner's seat at the meeting,
15 though the Owner may stand at his or her chair, if desired.

16 **2.2.2.3** Time will be set aside at the beginning of the Meeting for Owner
17 statements regarding designated agenda items. An Owner will only be permitted to speak once in
18 reference to each designated agenda item, unless otherwise requested to speak again by the
19 Chairman of the Meeting. An Owner statement shall not exceed three (3) minutes per agenda item
20 unless approved by the Chairman of the Meeting. Other Owners cannot "yield" their time for the
21 purpose of extending an Owner's time limit. The Chairman may permit Owner statements at a
22 different time so long as Owners are permitted to speak prior to the Board or Statutory Committee
23 votes on the issue as to which a Member is entitled to speak. The Chairman, in his or her discretion,
24 may require that Owners wishing to speak submit a written request in advance or sign a sign-in
25 sheet, if one is provided, prior to the commencement of the meeting.

26 **2.2.2.4** The Chairman may set aside time at the end of a Meeting for Owner
27 statements regarding items not designated on the agenda. An Owner statement relative to an
28 item(s) not designated on the agenda shall not exceed three (3) minutes total, unless the Chairman
29 of the Meeting allows additional time. Other Owners cannot "yield" their time for the purpose of
30 extending an Owner's time limit.

31 **2.3 Owner Meetings.**

32 **2.3.1 Attendance at Meetings.** Owners have the right to attend Owner Meetings
33 either in person or through a valid proxy, or as may be provided by law. No Person other than an
34 Owner, an Owner's lawful proxy, or other Person permitted by law shall be permitted to attend
35 Meetings, except agents of the Association, Persons permitted by the Chairman, or required by
36 law.

37 **2.3.2 Speaking at Meetings.**

1 **2.3.2.1** Owners have the right to speak at Owner Meetings as provided by
2 law. No other Person shall be permitted to speak at Meetings, except agents of the Association,
3 designated proxies, Persons otherwise legally permitted to attend, those Persons permitted to speak
4 by the Chairman, or required by law.

5 **2.3.2.2** Statements by Owners or other Persons lawfully attending Owner
6 Meetings shall be restricted solely to items designated on the agenda for that Meeting, unless
7 permitted by the Chairman or majority vote of those present (in person or by proxy) at the meeting.

8 **2.3.2.3** Statements shall be made from the Owner's seat at the meeting,
9 though the Owner may stand at his or her chair, if desired.

10 **2.3.2.4** An Owner or other permitted Person will only be permitted to speak
11 once in reference to each agenda item. An Owner's or other permitted Person's statement shall not
12 exceed three (3) minutes, unless otherwise permitted by the Chairman. Other Owners or attendees
13 permitted to speak cannot "yield" their time for the purpose of extending an Owner's or other
14 permitted person's time limit. The Chairman of the Meeting shall give the floor to the Owner
15 subsequent to the calling of the agenda item upon which the Owner will speak, but prior to any
16 voting of the Owners upon that agenda item.

17 **2.4 Recording Meetings.**

18 **2.4.1** Owners may record Board, Statutory Committee or Owner Meetings, as
19 permitted by law. Owners are not permitted to record meetings of Non-Statutory Committees,
20 unless the Board has (a) permitted Owner attendance and (b) specifically consented to recording.
21 An Owner desiring to record a Meeting shall submit written notice to the Secretary, Meeting Chair
22 or Manager at least five (5) minutes prior to the start of the meeting.

23 **2.4.2** No recording of Meetings shall interfere with or obstruct the Meeting, and
24 none of the equipment used for recording shall interfere with or obstruct any Person's view of the
25 Meeting or ability to hear the Meeting, or block access to or from the Meeting, or constitute a
26 tripping or safety hazard. Extra lighting for recording shall not be permitted. Persons using
27 recording equipment must do so from their seats or where that is not practical due to the nature of
28 equipment used, a stationary location approved by the Chairman of the Meeting. Once placed, the
29 recording device shall not be moved, nor shall the Person operating it move about the room. All
30 recording equipment used shall conform to the electrical codes.

31 **2.4.3** Owners and other Persons may not post or permit posting recordings of
32 Meetings on any website or other media which can be readily viewed by Persons who are not
33 Members of the Association.

34 **2.5 Enforcement of Meeting Rules.**

35 **2.5.1 Fines and/or Suspensions.** The Board may, in accordance with the fining
36 and suspension authority and procedures set forth in the Florida Homeowners' Association Act,
37 levy a fine or impose a suspension against any Person who fails to comply with these Rules.

38 **2.5.2 Legal Action.** The Board may take whatever appropriate legal action is
39 available against any Person who fails to comply with these Rules.

1 **2.5.3 Other Remedies.** Nothing in these Rules shall be construed as a limitation
2 or restriction upon any of the Association's rights or remedies, or act as an election of remedies.
3 All rights and remedies available to the Association shall be cumulative.

4 **3. INSPECTION OF ASSOCIATION RECORDS POLICY**

5 WHEREAS, the Act provides that the Association may adopt reasonable rules regarding
6 the frequency, time, location, notice, records to be inspected and manner of record inspections;
7 and

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

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

13 **3.1 Records Defined.** The official records, also referred to herein as "records,"
14 available for inspection are those designated by the Act, as the official records of the Association.

15 **3.2 Records Available.** No records other than those defined above shall be available
16 for inspection, unless the Board determines it to be in the best interest of the Association to make
17 such records available for inspection.

18 **3.3 Persons Entitled To Inspect.** Owners have the right to inspect the records of the
19 Association, as permitted by law. Tenants may inspect certain records, as provided by law. All
20 references in these Rules to "Owner" will include record title holders and an Owner's authorized
21 representative, and Tenants or other authorized representative where applicable.

22 **3.4 Inspection.**

23 **3.4.1** An Owner desiring to inspect records shall submit a written request by
24 Certified U.S. Mail, Return Receipt Requested, therefore to the Association at the official address
25 of the Association, pursuant to the most recent online records of the Florida Secretary of State,
26 Division of Corporations.

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

32 An Owner's inspection request shall be deemed received by U.S. Certified Mail, Return Receipt
33 Requested, on the date that the receipt card was signed for by the Association.

34 **3.4.2** Inspection of records shall be restricted solely to those records designated
35 in the written request for inspection and shall be conducted solely by the Owner signing the
36 inspection request, or his or her authorized representative. No inspection of any other records shall
37 be permitted. If more than one Owner desires to inspect the same records, the Association may
38 require that such inspections are conducted at different times provided that co-Owners of a Parcel

10/20/2020

1 may inspect records together. If an Owner has designated an authorized representative, either the
2 Owner or the authorized representative may inspect the records; however, both parties may not
3 inspect the records together. However, this shall not preclude an Owner from inspecting the
4 records with the Owner's representative if such representative is a Certified Public Accountant
5 licensed to practice in Florida, or an Attorney at Law, admitted to practice in Florida.

6 **3.4.3** An Owner shall not submit more than three (3) written requests for
7 inspection of records per calendar month. Any request submitted more frequently shall be null and
8 void and need not be acknowledged by nor responded to by Association.

9 **3.4.4** Inspections of records shall be conducted at the office where the
10 Association's records are maintained or at such other location as may be designated by the
11 Association. Records must be made available for inspection in Collier County or within forty-five
12 (45) miles of the Community. No Owner shall remove original records from the location where
13 the records are inspected. No marks or alterations shall be made on original records.

14 **3.4.5** Records shall generally be made available for inspection by the Association
15 on or before the tenth (10th) working day subsequent to receipt by the Association of the written
16 request for inspection. This time frame may be extended upon agreement of the Owner or for good
17 cause. In addition, this time frame shall be extended in the event the records are so voluminous, or
18 otherwise in such condition as to render this time frame unreasonable. The Association shall notify
19 the Owner by telephone or in writing (including e-mail), that the records are available and the time,
20 date and place for such inspection. Inspection shall be made only during normal Association
21 business hours, or during the normal business hours of the location of inspection if other than the
22 Association office. For the purposes herein, "working day" means Monday through Friday,
23 exclusive of federal, state and local holidays in which the office of the Association or office where
24 the records are being made available for inspection is closed. For purposes herein, "normal
25 business hours" shall be between the hours of 8:00 A.M. and 4:00 P.M., all on a working day. No
26 Owner shall be entitled to inspect records for more than eight (8) hours cumulatively in any
27 calendar month. At the request of either the Association or the Owner, inspections may be broken
28 up into segments, provided that three (3) inspection visits per calendar month shall be the
29 maximum number of sessions in a calendar month, and eight (8) hours maximum cumulative
30 inspection time.

31 **3.4.6** If, at, or subsequent to inspection, an Owner desires to have a copy of a
32 record, the Owner shall designate in a separate writing, which record, or portion thereof, for which
33 a copy is desired, or, in the alternative, shall designate such record by use of a clip or tab upon the
34 page(s) desired. Not more than one (1) copy of each record requested shall be provided. If the
35 location where the records are being inspected or stored has a copy machine capable of making
36 copies of the records designated, and the Owner has requested copying of 25 or less pages of
37 records, then copies of the records shall be available contemporaneously with the inspection. If,
38 however, the records to be copied exceed 25 pages, or there is no copy machine at the location
39 where the records are being inspected or stored capable of making copies of the records designated,
40 the Association may send the records out for copying by an outside source, such as a commercial
41 copying company or make the copies at the location of the records, but available for later pick-up.
42 If copied at the location where the records are kept, copies in excess of 25 pages shall be made
43 available for pick-up by 5:00 P.M. within three (3) working days from the date of the inspection,
44 the day of inspection not counting in calculating this deadline. Copies made by an outside source

10/20/2020

1 shall be available as soon as a copying service can reasonably pick-up, copy and return the records
2 to the location where the records are being inspected or stored. Photocopies will be available at
3 the place records are kept or produced for inspection. **Owners requesting copies must arrange**
4 **for pick-up of records. The Association has no obligation to mail or otherwise deliver copies**
5 **to any place.**

6 **3.4.7** The Association shall allow an Owner to use a portable device, including a
7 smartphone, tablet, portable scanner, or any other technology capable of scanning or taking
8 photographs, to make an electronic copy of the official records in lieu of the Association's
9 providing the Owner with a copy of such records. The Association may not charge an Owner for
10 the use of a portable device.

11 **3.4.8** An Owner shall pay the reasonable expense of copying. In the event the
12 copies are made by the Association, the cost shall be twenty-five cents (\$.25) per page. If copies
13 are made by outside vendors, actual costs shall be charged to the Owner. Payment in advance for
14 the cost of copies shall be required. In addition to the foregoing, the Association shall impose fees
15 to cover the costs required for personnel to retrieve and copy the records if the time spent retrieving
16 and copying the records exceeds one-half hour. Personnel costs will be charged at twenty dollars
17 (\$20) per hour. Personnel costs shall not be charged for records requests that result in the copying
18 of 25 or fewer pages. No copy of a record shall be made unless and until payment for the copy is
19 received.

20 **3.4.9** If records are kept on computer format, the Association may print such
21 records to paper. The Association may, but shall not be obligated to, allow Owners to access the
22 Association's computer system. If the Association provides access to records through a computer
23 supplied by the Association or the office in which records access is being conducted, the Person
24 inspecting the records shall not e-mail the records inspected to any other computer, person, or
25 e-mail account, review other content or programs on said computer, nor otherwise in any fashion
26 download, forward, or otherwise transmit or manipulate the data he or she reads during the
27 inspection of the records by review on electronic mail, internet or computerized format.

28 **3.4.10** The Association may comply with its obligation to make records available
29 for inspection by providing them to the Owner by electronic mail, the internet, or making them
30 available in a computerized format readable with customary programs used in computers of
31 consumers. If, however, an Owner provides the Association with written notice that they do not
32 have access to a computer, the Association must supply the records in paper format.

33 **3.5 Manner of Inspection.**

34 **3.5.1** For purposes hereof, an Owner and the Owner's authorized representative
35 shall be considered one (1) Person. If inspection is requested by any Person other than a record
36 Owner of the Parcel, said request shall not be recognized by Association unless and until the record
37 Owners of the Parcel designate such Person, in writing, as their authorized representative, or unless
38 such Person is an Attorney at Law, admitted to practice in the State of Florida.

39 **3.5.2** All Persons inspecting or requesting copies of records shall conduct
40 themselves in a courteous manner and shall not interfere with the normal operation of the
41 Association office and the duties of their personnel, or the office where the records are otherwise

1 inspected or copied, nor the duties of their personnel. The Association office, or office of
2 inspection, may assign a staff person or other Person to assist in the inspection and all requests for
3 further assistance and copying during inspection shall be directed to that staff person.

4 **3.6 Enforcement of Inspection Rules.**

5 **3.6.1** Any violation of these Rules may result in the immediate suspension of the
6 inspection until such time as the violator agrees in writing to comply herewith.

7 **3.6.2** Any requests for inspection not complying with these Rules need not be
8 honored.

9 **3.6.3** The Board may take whatever appropriate legal action is available against
10 any Person who fails to comply with these Rules, including, but not limited to, the levy of fines or
11 suspension of use rights subject to the requirements of law.

12 **3.6.4** Nothing in these Rules shall be construed as a limitation or restriction upon
13 any of the Association's rights or remedies, or act as an election of remedies. All rights and
14 remedies available to the Association shall be cumulative.

15 **3.6.5** The President of the Association, or the Manager (under the direction of the
16 President), has the authority to interpret and implement the provisions of these Rules and make
17 decisions and judgments arising hereunder without need for Board approval on a case-by-case
18 basis.

19 **4. LEASE REGISTRATION FORM**

20 WHEREAS, Article X, Section 4 of the Second Amended and Restated Declaration of
21 Protective Covenants provides that should an Owner lease his Home, he shall furnish the
22 Association the names of the Lessee and all Occupants, the duration of the lease, and such other
23 information as the Association may reasonably require; and

24 WHEREAS, the Board believes it is in the best interest of the Association to adopt a rule,
25 as contemplated by the above-referenced article of the Second Amended and Restated Declaration
26 of Protective Covenants, to require the use of a lease registration form to protect the Association
27 and the Owners when a Home is leased.

28 NOW, THEREFORE, the following Rules are adopted.

29 **4.1** All leases of any Home must be registered with the Association at least fifteen (15)
30 days in advance and in writing as provided by Article X, Section 4 of the Second Amended and
31 Restated Declaration of Protective Covenants.

32 **4.2** All Owners desiring to lease their Home must complete the Lease Registration
33 Form which is attached hereto as **Exhibit "A."** The Lease Registration Form must be signed by
34 the Owner and the proposed Tenant(s).

**LEASE REGISTRATION FORM
COLLIER'S RESERVE ASSOCIATION, INC.**

DATE OF REGISTRATION: _____

NAME OF TENANT: _____ NAME OF SPOUSE: _____

CHILDREN: _____

TENANT'S PERMANENT ADDRESS: _____

TELEPHONE: _____ CITY: _____ STATE: _____ ZIP: _____

LENGTH OF LEASE: BEGINNING: _____ DATE ENDING: _____

MEMBER'S NAME: _____

MEMBER'S LOCAL ADDRESS: _____

TELEPHONE: _____ CITY: _____ STATE: _____ ZIP: _____

A copy of lease agreement is due with the Registration Form.

The Lease Registration Form must be received in the Association Office at least fifteen (15) days prior to the arrival of the Tenant. Tenant must review and abide by Collier's Reserve Association Governing Documents available on the Collier's Reserve Association website: www.colliersreservehoa.com.

CAR INFORMATION: (Must be completed even if a rental)

MAKE: _____	YEAR: _____
MODEL: _____	COLOR: _____
LICENSE PLATE #: _____	STATE: _____

CAR INFORMATION: (2nd Car) (Must be completed even if a rental)

MAKE: _____	YEAR: _____
MODEL: _____	COLOR: _____
LICENSE PLATE #: _____	STATE: _____

Tenant's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

Collier's Reserve Association, Inc.
11711 Collier's Reserve Drive
Naples, Florida 34110
239-254-0862 ~ 239-254-7784 (fax)

**Exhibit "A" to Policy and Procedure 4
Page 1 of 1**

1 **5. UNIFORM ASSESSMENT COLLECTION POLICY**

2 WHEREAS, Collier's Reserve Association, Inc. ("Association") desires to adopt a policy
3 regarding the collection of Assessments.

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

8 **5.1** The following provisions of the Act address rights and remedies of the Association
9 in connection with delinquent Assessments as follows:

10 **5.1.1** Section 720.306(9)(b) of the Act provides that a person who is delinquent
11 in the payment of any fee, fine, or other monetary obligation to the Association on the day that he
12 or she could last nominate himself or herself or be nominated for the Board may not seek election
13 to the board, and his or her name shall not be listed on the ballot. A person serving as a Board
14 member who becomes more than 90 days delinquent in the payment of any monetary obligation
15 to the Association shall be deemed to have abandoned the office, creating a vacancy in the office
16 to be filled according to law.

17 **5.1.2** Section 720.3085(1)(e) of the Act provides that if an Owner remains in
18 possession of a Parcel after a foreclosure judgment has been entered, the Court, in its discretion,
19 may require the Owner to pay reasonable rental for the Parcel. This provision of the Act further
20 provides that if the Parcel is rented or leased during the pendency of the foreclosure action, the
21 Association is entitled to appointment of a receiver to collect the rent.

22 **5.1.3** Section 720.3085(4) of the Act provides that no lien may be filed by the
23 Association until forty-five (45) days after the date on which a notice of intent to file a lien has
24 been delivered to the Owner by registered or certified mail, return receipt requested, and by first-
25 class United States mail to the Owner at his or her last address as reflected in the records of the
26 Association, if the address is within the United States, and delivered to the Owner at the address
27 of the Parcel if the Owner's address is reflected in the records of the Association is not the Parcel
28 address. If the address reflected in the records is outside the United States, sending the notice to
29 that address and to the Parcel address by first-class United States mail is sufficient. Delivery of the
30 notice (hereinafter "Statutory First Notice") is deemed given upon mailing as required by the Act.

31 **5.1.4** Section 720.3085(8) of the Act provides that, if a Parcel is occupied by a
32 Tenant and the Owner is delinquent in paying any monetary obligation due to the Association, the
33 Association may demand that the Tenant pay to the Association the subsequent rental payments
34 and continue to make such payments until all the monetary obligations of the Owner related to the
35 Parcel have been paid in full to the Association and the Association releases the Tenant or until
36 the Tenant discontinues tenancy in the Parcel.

37 **5.1.5** Section 720.305(3) of the Act provides that if any Owner is more than 90
38 days delinquent in the payment of any monetary obligation to the Association, the Association
39 may suspend the right of the Owner, or the Owner's Tenant, Guest, or Invitee, to use Common
40 Areas and facilities until the fee, fine, or other monetary obligation is paid in full.

1 **5.1.6** Section 720.305(4) of the Act provides that the Association may suspend
2 the voting rights of any Member if such Member becomes more than 90 days delinquent in the
3 payment of any fee, fine, or other monetary obligation due to the Association. A voting interest or
4 consent right allocated to a Parcel or Member which has been suspended by the Association shall
5 be subtracted from the total number of Voting Interests in the Association, which shall be reduced
6 by the number of suspended Voting Interests when calculating the total percentage or number of
7 all Voting Interests available to take or approve any action, and the suspended Voting Interests
8 shall not be considered for any purpose, including, but not limited to, the percentage or number of
9 Voting Interests necessary to constitute a quorum, the percentage or number of Voting Interests
10 required to conduct an election, or the percentage or number of Voting Interests required to
11 approve an action under the Act or pursuant to the Association Governing Documents. Such
12 suspension shall end upon full payment of all obligations currently due or overdue the Association.

13 **5.2** References to "Assessments" herein shall refer to Annual Assessments which are
14 payable monthly or quarterly, as specified by the Board, and due on the first day of each month or
15 quarter, as applicable (hereinafter the "Assessment Due Date") and Special Assessments which
16 are due on the date specified by the Board in the notice of the assessment given pursuant to the
17 Act ("Special Assessment Due Date"). The Assessment Due Date and Special Assessment Due
18 Date shall collectively be referred to as the Due Date. All Assessments or Charges not paid within
19 ten (10) days after the Due Date shall be considered delinquent.

20 **5.3** A monetary obligation as that term is used herein shall include any regular
21 Assessment, Special Assessment, fine, or Charge authorized by the Declaration, the Bylaws of the
22 Association or the Act.

23 **5.4** If payment of an Assessment in full has not been received by the Association, at
24 such location as the Association may specify from time to time, within ten (10) days of the Due
25 Date, the Association (either itself, or through its agent) will add a late fee of five percent (5%) of
26 the installment due, or \$25.00, whichever is greater. Interest at eighteen percent (18%) per annum
27 shall also be added, retroactive to the due date. In addition to the foregoing, the Association shall
28 be entitled to add any costs and fees charged by the Association's management company or other
29 agent in preparing and mailing the notices set forth herein and preparing the necessary
30 documentation to turn delinquent matters over to the Association's attorney, as authorized by
31 Section 720.3085, Florida Statutes, as may be amended from time to time, and as set forth in any
32 contract or other agreement between the Association and the Association's management company
33 or other agent, as amended from time to time (collectively referred to hereinafter, without limiting
34 the generality of the foregoing, as the "Management Company Costs and Fees").

35 **5.5** Should payment be made by "NSF" check, costs, fees and services charges shall be
36 imposed and added to the sums due from the Owner in the maximum amount permitted by law.

37 **5.6** Once any Assessment is thirty (30) days past the Due Date, the Association will
38 turn the matter over to its attorney, who in turn will send a Statutory First Notice. Delinquency for
39 the purposes of this Policy shall be measured from the Due Date, without regard to the ten (10)
40 day "grace period" provided above. Owners shall be responsible for all applicable late fees and
41 interest as referenced above, as well as all reasonable expenses of collections and costs and
42 attorneys' fees affiliated with the statutory First Notice, including, but not limited to, Management
43 Company Costs and Fees associated with turning the delinquent matter over to the Association's

10/20/2020

1 attorney. Management Company Costs and Fees may include, but shall not be limited to, the fees
2 charged to the Association by the Association's management company or other agent to prepare
3 the necessary documentation to turn delinquent matters over to the Association's attorney.

4 **5.7** If payment in full is not received by the payment deadline in the attorney's Statutory
5 First Notice, the Association's attorney may record a claim of lien and provide the Owner with
6 notice of intention to foreclose a lien (the "Statutory Intent to Foreclose Notice"), as required by
7 the Act, in order to collect the outstanding amounts owed, including, but not limited to, the amount
8 of the delinquent Assessment(s), interest, late fees, attorneys' fees and costs, reasonable collection
9 expenses and any amounts that have been accelerated. The President of the Association, or his or
10 her designee, or the manager shall have the authority to instruct counsel to also accelerate
11 assessments as permitted in the Declaration, if after consultation with legal counsel, the President,
12 or his or her designee, or manager believes that acceleration is in the best interest of the
13 Association, which may be considered on a case-by-case basis. Such claim of lien shall also secure,
14 including but not limited to, all unpaid Assessments, attorneys' fees, interest, late fees and costs
15 and reasonable expenses of collection which are due or may become due subsequent to the date
16 the claim of lien is recorded. The Statutory Intent to Foreclose Notice will advise the Owner that
17 a foreclosure action will be commenced unless the entire amount indicated on the claim of lien, as
18 well as any sums that have accrued since the date of the claim of lien are paid within forty-five
19 (45) days from the date of the notice.

20 **5.8** If payment in full is not received by the payment deadline in the attorney's Statutory
21 Intent to Foreclose Notice, the President, or his or her designee, or manager may direct the
22 Association's attorney to file a lawsuit to collect the unpaid assessments and other sums due to the
23 Association as set forth herein and provided by law. The Association may pursue all remedies as
24 provided by law.

25 **5.9** Any Owner who is delinquent in the payment of any fee, fine, or other monetary
26 obligation to the Association on the day that he or she could last nominate himself or herself or be
27 nominated for the Board of Directors may not seek election to the Board, and his or her name shall
28 not be listed on the ballot. A person serving as a Board member who becomes more than ninety
29 (90) days delinquent in the payment of any fee, fine, or other monetary obligation to the
30 Association shall be deemed to have abandoned his or her seat on the Board, creating a vacancy
31 on the Board.

32 **5.10** Should any Person become more than ninety (90) days delinquent in the payment
33 of any fee, fine or other monetary obligation to the Association, the Board of Directors may
34 consider the suspension of such Owners, or Owner's Tenants, Guest, and Invitees, use rights of
35 the Common Area and Association Property at a regularly scheduled Board meeting or a special
36 meeting of the Board. In the event that such suspension is imposed at said meeting, the Association
37 shall notify the Owner, and if applicable, the Owner's Tenants, Guests, and Invitees, of such
38 suspension by mail or hand delivery. Such suspension continues until the fee, fine, or other
39 monetary obligation is paid in full.

40 **5.11** Should any Owner become more than ninety (90) days delinquent in the payment
41 of any monetary obligation to the Association, such Parcel's voting rights are suspended by virtue
42 of these Rules. The Manager shall send written notice of such suspension to the subject Owner.
43 However, the failure to send such notice shall not be considered a waiver of any right of the

1 Association nor shall such notice be a condition precedent to the automatic suspension of an
2 Owner's voting rights. Such suspension shall continue until the receipt of full payment of all
3 obligations currently due or overdue the Association. The Owners whose voting rights have been
4 suspended by these Rules shall be subtracted from the quorum and voting requirements of any
5 votes taken during such suspensions to the extent permitted by the Act, the Declaration or the
6 Bylaws.

7 **5.12** It is the intent of the Board that this collections policy be adhered to as closely as
8 possible. However, any deviation from or waiver of this Policy will not affect the collections
9 process and cannot be raised as a defense by a delinquent Owner in any collections proceeding.
10 Further, the Board has the authority to deviate from or waive the provisions of this Policy, when
11 in the opinion of the Board, the best interests of the Association are served by such waiver or
12 deviation, including, but not limited to, situations where substantial hardship or excusable neglect
13 by the Owner has been shown. The waiver or deviation of the provisions of this Policy in one
14 instance shall not require waiver or deviation in any other instance.

15 **5.13** The President of the Association or his or her appointee has the authority to
16 implement this Policy, without need for specific approval of the Board, except that the suspension
17 of use rights provided for in Paragraph 5.10 and the waivers provided for in Paragraph 5.12 shall
18 be considered by the Board.

19 **6. FINING/SUSPENSION PROCEDURES**

20 WHEREAS, the Collier's Reserve Association, Inc. ("Association") is the corporation
21 charged with the operation, maintenance, and management of Collier's Reserve ("the
22 Community"); and

23 WHEREAS, Section 720.305(2), Florida Statutes (2020) provides:

24 The association may levy reasonable fines. A fine may not exceed \$100 per
25 violation against any member or any member's tenant, guest, or invitee for the
26 failure of the owner of the parcel or its occupant, licensee, or invitee to comply with
27 any provision of the declaration, the association bylaws, or reasonable rules of the
28 association unless otherwise provided in the governing documents. A fine may be
29 levied by the board for each day of a continuing violation, with a single notice and
30 opportunity for hearing, except that the fine may not exceed \$1,000 in the aggregate
31 unless otherwise provided in the governing documents. A fine of less than \$1,000
32 may not become a lien against a parcel. In any action to recover a fine, the
33 prevailing party is entitled to reasonable attorney fees and costs from the
34 nonprevailing party as determined by the court.

35 (a) An association may suspend, for a reasonable period of time, the right of a
36 member, or a member's tenant, guest, or invitee, to use common areas and facilities
37 for the failure of the owner of the parcel or its occupant, licensee, or invitee to
38 comply with any provision of the declaration, the association bylaws, or reasonable
39 rules of the association. This paragraph does not apply to that portion of common
40 areas used to provide access or utility services to the parcel. A suspension may not

1 prohibit an owner or tenant of a parcel from having vehicular and pedestrian ingress
2 to and egress from the parcel, including, but not limited to, the right to park.

3 (b) A fine or suspension levied by the board of administration may not be imposed
4 unless the board first provides at least 14 days' notice to the parcel owner and, if
5 applicable, any occupant, licensee, or invitee of the parcel owner, sought to be fined
6 or suspended and an opportunity for a hearing before a committee of at least three
7 members appointed by the board who are not officers, directors, or employees of
8 the association, or the spouse, parent, child, brother, or sister of an officer, director,
9 or employee. If the committee, by majority vote, does not approve a proposed fine
10 or suspension, the proposed fine or suspension may not be imposed. The role of the
11 committee is limited to determining whether to confirm or reject the fine or
12 suspension levied by the board. If the proposed fine or suspension levied by the
13 board is approved by the committee, the fine payment is due 5 days after the date
14 of the committee meeting at which the fine is approved. The association must
15 provide written notice of such fine or suspension by mail or hand delivery to the
16 parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel
17 owner; and

18 WHEREAS, Article XVI, Section 2 of the Second Amended and Restated Declaration of
19 Protective Covenants provides:

20 **Fining and Suspension.** Pursuant to the Act, the Board may, but is not
21 obligated to, impose reasonable fines against and suspend Common Area
22 use rights of any Member or any Members' Family members, Tenant,
23 Guest, Resident, Occupant, or Invitee for the failure of the Owner or his
24 Family members, Tenants, Guests, Residents, Occupants, or Invitees to
25 comply with any provision of the Governing Documents. A fine may not
26 exceed Two Hundred Fifty Dollars (\$250.00) per violation. A fine may be
27 levied for each day of a continuing violation, with a single notice and
28 opportunity for hearing, except that the fine may not exceed Two Thousand
29 Five Hundred Dollars (\$2,500.00) in the aggregate. Fines of One Thousand
30 Dollars (\$1,000.00) or more may become a lien against the Owner's
31 property in the Development. No fine shall be imposed by the Board without
32 at least fourteen (14) days' notice to the person sought to be fined or
33 suspended and an opportunity for a hearing before a Committee of at least
34 three members appointed by the Board who are not Officers, Directors, or
35 employees of the Association, or the spouse, parent, child, brother, or sister
36 of an Officer, Director, or employee. If the Committee, by majority vote,
37 does not approve a proposed fine or suspension, it may not be imposed. The
38 role of the Committee is limited to determining whether to confirm or reject
39 the fine or suspension levied by the Board. If the Board imposes a fine or
40 suspension, the Association must provide written notice of such fine or
41 suspension by mail or hand delivery to the Owner and, if applicable, to any
42 Family member, Tenant, Guest, Resident, Occupant, or Invitee of the
43 Owner. The Board may establish additional rules or procedures as it deems
44 appropriate to govern the fining and suspension process and ensure

1 compliance with the Act. If, at any time, the Act is amended to require a
2 different procedure prior to the imposition of a fine or suspension, the
3 Association shall operate as required by the Act; and

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

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

10 NOW, THEREFORE, it is hereby resolved as follows:

11 **6.1** The above recitations are true and correct and are hereby incorporated into these
12 Rules.

13 **6.2** The Committee shall consist of no less than three (3) members appointed by the
14 Board who are not Officers, Directors, or employees of the Association, or the spouse, parent,
15 child, brother, or sister of an Officer, Director, or employee. The Committee members shall serve
16 at the pleasure of the Board. The Committee members may be removed or replaced on motion of
17 the Board, documented in the minutes, without need for further resolution of the Board. The Board
18 has the power to fill vacancies in the Committee and, at any time, remove any member of the
19 Committee with or without cause. The Board also has the power to dissolve such Committee. The
20 Committee may, amongst itself, elect a Chair and, if desired by the Committee, a Vice-Chair.

21 **6.3** The Manager, in appropriate situations, shall initially address violations through
22 the issuance of a "Notice of Violation," generally in the form attached to these Rules as **Exhibit**
23 **"A"** or similar form. The Manager may confer with the Board, President and/or legal counsel in
24 attending to this function, but shall be delegated the general authority and responsibility to provide
25 initial notices of violations of the Governing Documents (which shall include the Amended and
26 Restated Declaration of Protective Covenants, the Articles of Incorporation, the Bylaws, and the
27 Rules and Regulations), as well as violations of any policies, resolutions or lawful orders of the
28 Board, or applicable provisions of law; all of which shall be referred to in these Rules as a violation
29 of the Governing Documents. The Manager may confer with the Board, President and/or legal
30 counsel, but shall be delegated the general authority (subject always to contrary direction by the
31 President or the Board) to determine which violations shall be initially addressed through a
32 warning letter first sent, and which such proceedings may be initiated without the provision of a
33 warning through issuance of a Notice of Violation, referenced above. It shall generally be the
34 policy of the Association to issue prior warnings to first time offenders for minor violations. It
35 shall generally be the policy of the Association that where a Person sought to be fined and/or
36 suspended has violated the Governing Documents in the past, or where the alleged violation is
37 sufficiently serious, as determined by the Manager, Board and/or President, the fining/suspension
38 procedure may be initiated without a prior warning/opportunity to cure.

39 **6.4** Assuming that the Notice of Violation does not result in the resolution of an alleged
40 violation to the satisfaction of the Manager, or in cases where no Notice of Violation is issued, the
41 Manager, on behalf of the Board and/or President, shall be empowered with the authority to initiate

1 the fining and/or suspension process by placing on the agenda for a regular or specially scheduled
2 meeting of the Board the consideration of levying a fine and/or suspension.

3 **6.5** If at the meeting of the Board, a majority of the Board votes to levy a fine and/or
4 suspension, the Parcel(s) and Person(s) against whom the fine and/or suspension is levied shall be
5 sent written notice of the Board's action levying the fine and/or suspension and further be notified
6 of the opportunity for a hearing before the Committee where the fine and/or suspension shall be
7 considered by the Committee for confirmation or rejection of the fine and/or suspension. The
8 written notice shall be in a form generally equivalent to the "Notice of Hearing" attached here to
9 as **Exhibit "B,"** and shall be sent by certified mail, return receipt requested, with an optional
10 additional copy by regular mail. E-mail copies may also be sent, but are not required. If the fine
11 and/or suspension is approved by the Committee, the fine and/or suspension shall be deemed
12 imposed without further action of the Board.

13 **6.6** The Committee shall be empowered with the authority to conduct fining/suspension
14 hearings. At least a majority of the Committee Members are required for a quorum of the
15 Committee. Actions of the Committee shall be by vote of a majority of the Committee Members
16 present. At said hearings, the Committee shall be empowered with the authority to either confirm
17 or reject the fine and/or suspension levied by the Board. The Owner and, if applicable, the party
18 against whom the fine and/or suspension is sought to be imposed (if different from the Owner),
19 shall have an opportunity to respond, to present evidence, and to provide written and oral argument
20 on all issues involved and shall have an opportunity at the hearing to review, challenge, and
21 respond to any material considered by the Association. Formal rules of evidence shall not be
22 applicable.

23 **6.7** Once the fine and/or suspension is imposed, the Manager shall deliver a "Notice of
24 Imposition of Fine and/or Suspension" in a form generally equivalent to **Exhibit "C"** attached
25 hereto by mail or hand delivery.

26 **6.8** A suspension pursuant to this provision shall apply to the use rights in all of the
27 Common Areas and facilities, except that such suspension shall not apply to that portion of
28 Common Areas used to provide access or utility services to the parcel and a suspension may not
29 prohibit an Owner or Tenant of a parcel from having vehicular and pedestrian ingress to and egress
30 from the parcel, including, but not limited to, the right to park. Suspension shall specifically (but
31 without limitation) prohibit the right to use certain Common Areas and facilities, which includes
32 the automatic gate entry (stop at guard would be required). Such suspension shall be for a
33 reasonable time, as determined by the Board in its levy of the suspension, subject to confirmation
34 by the Committee.

35 **6.9** The Board may delegate such other powers and duties to the Manager or to such
36 other Person as may be necessary or appropriate under the circumstances. The Board may adopt
37 additional policies and procedures for the Manager or such other Persons to follow, or to be utilized
38 in connection with the fining/suspension process, as amended from time to time.

39 **6.10** General compliance with these Rules shall be sufficient, it being intended to be
40 used as a guideline to ensure fairness in the fining/suspension process. It is the intention of these
41 Rules and its exhibits that Persons sought to be fined and/or suspended are given a reasonable
42 notice to be heard before the imposition of a fine and/or suspension of use rights. The Manager, in

1 consultation with the Board and/or President, where appropriate, has the authority to disregard the
2 provisions of these Rules in circumstances where the alleged behavior of a Person constitutes a
3 violation of criminal law, or poses a threat to the health, peace, safety, or welfare of the residents
4 of the Community, or in other circumstances where the Association believes such disregard is
5 justified. Compliance with these Rules and the imposition of fines or suspensions shall not be
6 deemed a prerequisite to the initiation of legal proceedings or other remedies to enforce the
7 Governing Documents.

8

1 **NOTICE OF VIOLATION**

2 _____ [Date Sent]

3 **FIRST CLASS MAIL**

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

6 Dear [Owner, if Owner Occupied Parcel] or [Name Tenant/Non-Owner Occupant, if Non-Owner
7 Occupied Parcel]:

8 The following violations of the Governing Documents have been noted with regard to the Parcel
9 you are occupying at Collier's Reserve, or the conduct of you, the Parcel's Occupants, Guests,
10 Licensees, or Invitees.

11 [Insert violation(s) here including citation to Governing Documents and as much detail as possible
12 as to date(s), time(s) and place(s) of alleged violation(s).]

13 Please be advised that if this violation (*these violations*) is (*are*) not corrected by [date*], or if
14 further violations occur, the Association reserves the right to take further action against you to
15 enforce the Governing Documents. You are required to [fill in demanded relief here].

16 If you fail to comply, further legal action may ensue without further notice or demand. Such legal
17 action may include (but is not limited to): the imposition of a fine and/or suspension of certain use
18 rights of Common Areas and facilities following a proper notice and opportunity for hearing as
19 required by law (including, but not limited to, deactivation of fob/automatic entry rights); and/or
20 the filing of a lawsuit for damages in the court of appropriate jurisdiction; and/or the filing of a
21 lawsuit for an injunction in the court with appropriate jurisdiction; and/or the service of a demand
22 for mediation pursuant to Section 720.311, Florida Statutes. In the event the Association takes any
23 of the foregoing legal actions, the Association will seek to recover its attorneys' fees and costs as
24 permitted by the Governing Documents and the Florida Homeowners' Association Act, Chapter
25 720 of the Florida Statutes.

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

32 **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 has 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.

10/20/2020

1 Very truly yours,

2 *[Association Manager]*

3 On behalf of the Board of Directors

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

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

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

10 *[Board President]*

11 **EXHIBIT A – NOTICE OF VIOLATION/Page 2 of 2**

1 **NOTICE OF HEARING**

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

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

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

6 Dear [Owner, if Owner Occupied Parcel] or [Name Tenant/Non-Owner Occupant, if Non-Owner
7 Occupied Parcel]:

8 Section 720.305(2), Florida Statutes and the Association's Fining/Suspension Procedures
9 authorizes Collier's Reserve Association, Inc. ("the Association") to levy reasonable fines against
10 any Owner or any Owner's Tenant, Guest, or Invitee for the failure of the Owner of the Parcel or
11 its Occupants, Licensees, or Invitees to comply with any provision of the Governing Documents.
12 Additionally, Section 720.305(2)(a), Florida Statutes and the Association's Fining/Suspension
13 Procedures authorizes the Association to suspend, for a reasonable period of time, the right of an
14 Owner, or an Owner's Tenant, Guest or Invitee, to use Common Areas and facilities for failure of
15 the Owner of a Parcel or its Occupants, Licensees, or Invitees to comply with any provision of the
16 Governing Documents.

17 [If fining and Notice of Violation was given in advance, use this paragraph] The violation described
18 in the Association's Notice of Violation dated _____, 20____, **copy attached**, has not
19 been corrected and/or has resumed. Accordingly, the Board has levied a fine against you in the
20 amount of [insert amount of fine/\$100.00 per day per violation, up to \$1,000 in the aggregate for a
21 continuing violation and state per day fine and number of days].

22 [If fining and NO Notice of Violation was given in advance, use this paragraph instead of previous
23 paragraph] The Board has levied a fine against you in the amount of [insert amount of fine/\$100.00
24 per day per violation, up to \$1,000 in the aggregate for a continuing violation and state per day
25 fine and number of days]. The following violations of the Governing Documents have been noted
26 with regard to the Parcel you own and/or are occupying at Collier's Reserve, or the conduct of
27 you, your Parcel's Tenants, Occupants, Guests, Licensees, or Invitees. [Insert violation(s) here
28 including citation to Governing Documents and as much detail as possible as to date(s), time(s)
29 and place(s) of alleged violation(s).]

30 [If suspending, use this paragraph] The Association has also [delete "also" if Association is only
31 suspending and not fining] suspended your Parcel's right to use certain Common Areas and
32 facilities, which includes the automatic gate entry (stop at guard would be required) for a period
33 of _____ () days.

34 **EXHIBIT B - NOTICE OF HEARING/Page 1 of 2**

Pursuant Section 720.305(2)(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.

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

1 **NOTICE OF IMPOSITION OF FINE AND/OR SUSPENSION**

2 _____ [Date Sent]

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

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

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

8 Dear [Owner, if Owner Occupied Parcel] or [Name Tenant/Non-Owner Occupant, if Non-Owner
9 Occupied Parcel]:

10 On _____, 20____ [fill in date of hearing], the Compliance Committee (the "Committee")
11 confirmed the fine levied by the Board in the amount of [\$_____ per day/\$_____ cumulative,
12 *be specific*], as authorized by law. [Use only the following sentence where applicable] The
13 Committee also confirmed that your right to use non-essential Common Areas and facilities, as
14 defined in the Association's Fining/Suspension Procedures, including the automatic gate entry
15 (stop at guard would be required), be suspended for a period of _____ (____) days, effective
16 _____, 20____. As such, the Board has imposed a fine in the total amount of \$_____
17 and/or has imposed the suspension for a period of _____ (____) days, the suspension is effective
18 beginning _____, 20____. **Payment of the fine is due (must be received by the**
19 **Association) no later than five (5) days after the date of the Committee meeting at which the**
20 **fine is approved, or five (5) days from the date of this letter, whichever is later.** The suspension
21 applies to all Owners, Tenants, Occupants, Guests, Licensees, and Invitees. [This paragraph may
22 be edited to be tailored to whether a fine, a suspension, or both have been imposed.]

23 [Include this paragraph only if Parcel is Non-Owner Occupied] This Notice is also being provided
24 to the record Owner(s) of the Parcel. Pursuant to Florida law and the Governing Documents, the
25 Owner is jointly and severally liable for the conduct of his or her Tenants, Occupants, Guests,
26 Licensees, and Invitees and for fines and/or suspensions imposed upon them. Accordingly, this
27 Notice serves as notice to the Owner(s) that he, she, or they are jointly and severally liable for the
28 payment of the fine.

29 You may remit payment of the fine to the Association, c/o Board of Directors, 11711 Collier's
30 Reserve Drive, Naples, FL 34110 [edit as appropriate]. Checks should be made payable to the
31 Collier's Reserve Association, Inc. If you fail to pay the fine, or violate the Association's
32 suspension order, the Association reserves all rights available under law to collect the fine and
33 enforce the suspension [edit as appropriate]. These include (but are not limited to) additional
34 suspension of use privileges as may be permitted by law, additional fines as may be permitted by
35 law, filing an action in a court of competent jurisdiction to recover the fine and/or enforce the
36 suspension. Pursuant to the Bylaws, the prevailing party in any action to collect a fine is entitled
37 to recover their attorneys' fees from the non-prevailing party. Pursuant to Florida law, the
38

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

1 prevailing party in other proceedings is likewise entitled to recover reasonable attorneys' fees and
2 costs.

3 Thank you for your prompt attention to this matter.

4 Very truly yours,

5 *[Association Manager]*

6 On behalf of the Board of Directors

7 cc: *[If Owner Occupied, Owner Address of Record by regular mail w/ encl. and e-mail w/encl.,*
8 *if Association has e-mail address, but e-mail optional]*
9 *[If Non-Owner Occupied, Tenant/Non-Owner Occupant by regular mail w/ encl. and e-mail*
10 *mail w/encl., if Association has e-mail address, but e-mail optional]*
11 *[If Non-Owner Occupied, Owner Address of Record by Certified Mail (with tracking*
12 *number) w/encl., regular mail w/ encl. and e-mail w/encl., if Association has e-mail*
13 *address, but e-mail optional]*
14 *[Board President]*

15 **EXHIBIT C - NOTICE OF IMPOSITION OF FINE AND/OR SUSPENSION/Page 2 of 2**
16

1 **7. ELECTRONIC VOTING AND PARTICIPATION FOR ASSOCIATION**
2 **MEETINGS AND ELECTIONS POLICY**

3 WHEREAS, Section 720.317, Florida Statutes (2020) provides that an association may
4 conduct elections and other owner votes through an Internet-based online voting system if an
5 owner consents, in writing, to online voting and if various requirements are met; and

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

9 NOW, THEREFORE, it is resolved as follows:

10 **7.1** The Association may permit Owners who desire to do so the ability to utilize
11 electronic voting in conformance with the above-referenced statute, as amended from time to time,
12 as well as any applicable administrative rules as may now exist, be hereafter adopted, or as the
13 same may be amended from time to time.

14 **7.2** The Board or its President may determine that utilizing electronic voting is not in
15 the best interest of the Association as to any particular meeting or election. Accordingly, there
16 shall be no obligation for the Association to utilize electronic voting at any particular meeting or
17 election.

18 **7.3** Notice to Owners of the opportunity to vote through an online voting system shall
19 be provided as required by law.

20 **7.4** The Association hereby adopts the following forms which are incorporated into
21 these Rules by reference:

22 **7.4.1** Attached as **Exhibit "A"** is the "Consent to Electronic Voting and/or
23 Consent to Receive Electronic Notice of Meetings," which an Owner may sign and file with the
24 Association, or which may be affirmed by the Owner, in order for an Owner to be entitled to vote
25 by electronic means and/or to receive electronic notice of meetings; and

26 **7.4.2** Attached as **Exhibit "B"** is the "Revocation of Consent to Electronic
27 Voting and/or Revocation of Consent to Receive Electronic Notice of Meetings," which an Owner
28 may sign and file with the Association, or which may be affirmed by the Owner, to revoke their
29 consent to electronic voting and/or their consent to receive electronic notice of meetings.

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

34 **7.5** In order to implement electronic voting, the Association may contract with an
35 outside vendor or other party that provides electronic voting services (referred to collectively
36 hereinafter as the "Provider"). The Board shall use reasonable judgment to ensure that such
37 Provider's services comply with the requirements of law.

1 **7.6** The Association or its agent shall notify Owners in meeting notice materials, as
2 provided by law, of the ability to vote electronically, including, but not limited to, the Provider's
3 e-mail address or website in a manner the Association reasonably believes to be sufficient to enable
4 Owners to participate in electronic voting.

5 **7.7** Owners who consent to vote by electronic means may still vote in person, if they
6 choose, by paper means (use of proxies and ballots), or may send proxies to the Association by
7 facsimile transmission or electronic mail, to the extent the Association otherwise receives and
8 accepts proxies through such media. In the event of multiple votes cast by a Parcel as to the same
9 matter, the vote cast first in the election of Directors shall prevail, while the last vote cast will
10 prevail with respect to non-election issues. In the absence of the Board announcing a different
11 cutoff time/date for electronic voting, all electronic votes shall be cast no later than the start time
12 of said meeting, at which time the ability to vote electronically shall be deemed closed for that
13 meeting or election. In any instance wherein a meeting is lawfully adjourned and continued to a
14 new time and date, for such matters to be voted upon but the question has not yet been called, the
15 electronic voting shall be reopened following the adjournment to allow the Owner to cast an
16 electronic vote until the start time of the reconvening of the meeting, at which time the ability to
17 vote electronically shall be deemed closed for that continued meeting.

18 **7.8** By signing or affirming the consent form attached as Exhibit "A" hereto and
19 otherwise choosing to vote electronically as enabled by these Rules, each Owner recognizes that
20 the Association cannot control the practices of third parties regarding internet communications and
21 use of the Owner's e-mail address. As such, and as a condition of the Association's agreement to
22 permit electronic voting, each Owner who consents to electronic voting releases and waives any
23 claim against the Association pertaining to such voting, including, but not limited to, the
24 transmission or placement of "viruses," "malware," "spyware," "cookies," and the like. Each
25 Owner who consents to electronic voting also consents to the Association's publication of their e-
26 mail address, as well as other information (including necessary personal identifying information)
27 to Providers or other third parties to the extent and as may be reasonably necessary to enable the
28 use of electronic voting processes. Such information shall not be considered an official record, and
29 shall not be available for Owner inspection unless required by law.

30 **7.9** By signing or affirming the consent form attached as Exhibit "A" hereto, each
31 Owner further recognizes that internet/electronic communications may be subject to failure,
32 interruptions, or other problems due to a variety of reasons, including, but not limited to, Owner
33 operator error, Provider system or server failures, "spam" blockers, power outages, and the like.
34 As such, and as a condition of the Association's agreement to permit electronic voting, each Owner
35 who consents to electronic voting releases and waives any claim or challenge to such voting,
36 including, but not limited to, situations where an Owner vote was not received or counted by the
37 Association due to no fault of the Board or management.

1 The undersigned also understands that if I/we have consented to receive electronic notice
2 and have consented to vote electronically, we may not be provided with the election ballot
3 and envelopes for voting in the election of Directors, as the Association will expect that
4 my/our votes will be cast electronically.

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

6
7 By: _____

By: _____

8
9 Print Name: _____

Print Name: _____

10
11 Date: _____

Date: _____

12
13 **Exhibit "A" to Policy and Procedure 7**
14 **Page 2 of 2**
15

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 20
- 21
- 22
- 23
- 24

1 **8. RESOLUTION ESTABLISHING FORM OF UNIFORM ESTOPPEL**
2 **CERTIFICATE AND WORKING CAPITAL CONTRIBUTION**

3 WHEREAS, Section 720.30851, Florida Statutes (2020), requires that the Board adopt a
4 Resolution in order to charge a fee for the preparation of Estoppel Certificates requested by an
5 Owner, a Parcel mortgagee or their respective designee, unless such charges are set forth in a
6 contract with a manager or management company; and

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

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

12 WHEREAS, Article VIII, Section 9 of the Second Amended and Restated Declaration of
13 Protective Covenants ("Declaration") provides:

14 **Working Capital Contribution.** Each purchaser of a Parcel shall pay to the
15 Association, at the time of closing on the purchase of the Parcel, a onetime only
16 working capital contribution in an amount determined by the Board from time to
17 time in its discretion. The use and expenditure of the working capital contribution
18 collected by the Association shall be determined by its Board, in its sole and
19 absolute discretion. The working capital contribution shall not be returned by the
20 Association to a Parcel Owner upon the sale of his Parcel; and

21 WHEREAS, the Board of Directors wishes to establish, confirm and ratify the amount of
22 the Working Capital Contribution as set forth in the Declaration.

23 NOW, THEREFORE, the Board adopts and approves the following Resolution:

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

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

- 30
 - \$250.00 if the Parcel is not delinquent in any monies owed to the Association.
 - 31 • An additional \$150.00 if there are delinquent monies owed to the Association.
 - 32 • An additional \$100.00 if the requestor asks for the Estoppel Certificate within
33 three (3) business days.

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

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

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

9 BE IT FURTHER RESOLVED that the Association adopts the form Estoppel Certificate
10 attached hereto, which may be completed by the persons or entities referenced above. Ministerial
11 changes to the form may be authorized by the person authorized to complete said form without
12 need for Board action.

13 BE IT FURTHER RESOLVED that requests for Estoppel Certificates may be sent as
14 follows:

15 Collier's Reserve Association, Inc.
16 c/o Greg Anderson, Manager
17 11711 Collier's Reserve Dr.
18 Naples, FL 34110
19 E-mail: manager@colliersreservehoa.com

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

22 BE IT FURTHER RESOLVED that pursuant to Article VIII, Section 9 of the Declaration,
23 the Board establishes, confirms, and ratifies a Working Capital Contribution in the amount of eight
24 thousand dollars (\$8,000.00).

25

Collier's Reserve Association, Inc.
c/o Greg Anderson, Manager
11711 Collier's Reserve Dr.
Naples, FL 34110
E-mail: manager@colliersreservehoa.com

ESTOPPEL CERTIFICATE

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

3. Parcel Designation (Number) and Address: _____

4. Parking or garage space identification for this Parcel: There is no assigned parking for this Parcel.
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: \$0.00.
7. Name of the requestor: _____
8. Assessment information and other information:

Assessment Information

- a. The regular periodic assessment levied against the Parcel is:
\$_____ per year
- 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 Owner for a specific Parcel 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 Amount:\$8,000.00

See Article VIII, Section 9 of the Second Amended and Restated Declaration of Protective Covenants.

Is there a Resale Fee? ☐ Yes or ☒ No

Is there a Transfer Fee? ☐ Yes or ☒ No

g. Is there any open violation of the Governing Documents, including the Declaration of Protective Covenants 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 Governing Documents, including the Declaration of Protective Covenants or Rules or Regulations of the Association applicable to the property require approval by the Board for the transfer of the Parcel? ☐ Yes or ☒ No

Note, however, approval of Country Club is required. See Article VI, Section 20(c) of the Second Amended and Restated Declaration of Protective Covenants.

i. Is there a right of first refusal provided to the members or the Association?
☐ Yes or ☒ No

Note, however, see Article VI, Section 20(c) of the Second Amended and Restated Declaration of Protective Covenants.

j. Is there more than one Association to which the Owner of this property is a member?
☒ Yes or ☐ No

Collier's Reserve Country Club, Inc.
Nicholas VonHofen, Manager
Phone: 239-597-7200
E-mail: nvonhofen@colliersreserve.com

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 PARCEL AND/OR WHICH ARE CHARGED IN CONNECTION WITH PARCEL 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.

COLLIER'S RESERVE 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.

1 **9. INVESTMENT POLICY**

2 **9.1 Investment Objectives.** All funds shall be managed to achieve the following four
3 (4) objectives:

4 **9.1.1** Preservation and safety of all funds

5 **9.1.2** Invested funds must be fully insured by the FDIC or the SIPC

6 **9.1.3** Ensure that adequate liquid funds are available at all times

7 **9.1.4** Maximization of yield.

8 **9.2 Types of Investments**

9 **9.2.1** Demand Deposit Accounts, in amounts not to exceed current FDIC
10 insurance limits.

11 **9.2.2** Money Market Accounts, in amounts not to exceed current FDIC insurance
12 limits.

13 **9.2.3** Certificates of Deposit, in amounts not to exceed current FDIC insurance
14 limits.

15 **9.2.4** Money Market Mutual Funds, in amounts not to exceed current SIPC limits.

16 **9.2.5** United States Treasury Bills, Notes or Bonds.

17 **9.3 Investment Oversight.** The Treasurer will continually monitor the investments
18 and its yield to ensure that the investments are meeting the Investment Objectives. The Finance
19 Committee will meet at least semi-annually to review the investments, their yield and
20 compliance with the Investment Objectives.

21 **9.4 Responsibility for the Investments.** The Treasurer will report quarterly to the
22 Board of Directors the investments, their yield and compliance with the Investment Objectives.
23 The ultimate responsibility for the oversight of CRA's funds resides with CRA's Board of
24 Directors.