

Notice of violation (first notice)

Florida. Homeowners' associations (Ch. 720), condominium associations (Ch. 718), and cooperative associations (Ch. 719).

This is the first letter in an enforcement sequence, and nothing more. It tells an owner what was observed, which provision it appears to violate, and what to do about it. It does not levy a fine, it does not suspend anything, and it does not start the 14-day clock that Florida law attaches to a fine or a suspension. Those belong to a separate notice, sent later, only if this one does not resolve the matter. Sections 8 and 9 below tell you what that second notice has to contain and who is allowed to decide it.

Why the separation matters: in the Florida association documents we studied, the association's coercive act is written down carefully and the owner's procedural protection is left out. A majority of published rules documents assert a fine power; a small minority describe the hearing that has to precede it. Merging the courtesy notice and the statutory fine notice into one letter is the most common way a board loses an enforcement action it would otherwise have won, because a single letter almost never carries every element the statute requires and the association ends up relying on it as though it did.

1. How to use this template

Fill-in convention. Anything in double brackets is a field you replace:

[[ASSOCIATION_LEGAL_NAME]]. Anything in a "check your documents" callout is a value this template deliberately refuses to guess, because it lives in your declaration or bylaws and varies by association.

Choose your chapter first. The three Florida chapters differ in ways that change the letter. Section 9 has the comparison. If you do not know which chapter governs your association, the recorded declaration says so on its first page, and the association's registration with the Division of Florida Condominiums, Timeshares, and Mobile Homes will say so as well.

Keep the structure, rewrite the facts. Sections 4 through 7 are the letter. Sections 2, 3, 8, 9, 10 and 11 are for the board and the manager, and do not go to the owner.

One violation, one letter. If an owner has three unrelated issues, send three letters or one letter with three separately numbered items, each with its own citation and its own cure. A blended paragraph produces a blended record, and a fining committee cannot confirm part of an undifferentiated allegation.

2. Before you send: screening checklist

Work through this before the letter goes out. Every line is a reason a Florida association has had an enforcement action fail.

Authority

- ☐ The restriction is written in the declaration, the bylaws, or a rule the board actually adopted at a properly noticed meeting. Write down the article and section number now; you will need it in the letter.
- ☐ If the rule was adopted rather than recorded, the adoption is documented in minutes and the rule is within the rulemaking power the declaration grants.
- ☐ The restriction is being applied the same way it has been applied to other owners. Selective enforcement is the defense you will hear, and inconsistent files are what make it work.

Statutory protection. Do not send a notice for conduct Florida law protects. Each of these has produced improper violation notices in the corpus we reviewed.

Conduct	Do not cite it as a violation	Authority
One portable, removable United States flag, displayed respectfully, in a condominium; plus listed service flags no larger than 4.5 by 6 feet on six named holidays	Protected regardless of declaration rules	§ 718.113(4), Fla. Stat.
Up to two listed portable, removable flags no larger than 4.5 by 6 feet in an HOA, and a freestanding flagpole no more than 20 feet high subject to codes and setbacks	Protected regardless of covenants	§ 720.304(2), Fla. Stat.; § 720.3075(3)(a), Fla. Stat.
Items on an HOA parcel that are not visible from the parcel's frontage, an adjacent parcel, adjacent common area, or a community golf course, including artificial turf, boats, flags, vegetable gardens, clotheslines and recreational vehicles	Association may not restrict them	§ 720.3045, Fla. Stat.
A personal vehicle, including a pickup truck, parked in the owner's driveway; a work vehicle that is not a commercial motor vehicle, parked in the driveway, insignia or not	Documents may not preclude it	§ 720.3075(3)(d), Fla. Stat.
A contractor or worker on an owner's parcel who is not on a preferred vendor list, or who does not hold a professional or	Documents may not preclude it, and the association may not demand proof of licensure for entry	§ 720.3075(3)(e), Fla. Stat.

Conduct	Do not cite it as a violation	Authority
occupational license. The association may not require a contractor to present or prove a license to be allowed entry		
Florida-friendly landscaping as defined in § 373.185, Fla. Stat.	Documents may not prohibit it or be enforced to prohibit it	§ 720.3075(4)(b), Fla. Stat.
A stove or grill using a fuel source supplied by a listed utility or gas dealer	Documents may not preclude it	§ 720.3075(3)(b) and (c), Fla. Stat.
An electric vehicle charging station or natural gas fuel station within the boundaries of a unit owner's limited common element or exclusively designated parking area	The declaration may not prohibit the station itself or be enforced to prohibit it. The association may still enforce the conditions the statute attaches: no irreparable damage to the condominium property, electricity separately metered or metered by an embedded meter and payable by the owner, owner-borne installation, operation, maintenance, repair, insurance and removal costs, compliance with applicable federal, state and local law, and, at (8)(h), bona fide safety requirements consistent with building codes or recognized safety standards, reasonable architectural standards governing dimensions, placement and external appearance that neither prohibit the station nor substantially increase its cost, use of a licensed and registered installer, and a certificate of insurance naming the association as an additional insured within 14 days after approval. Cite the condition that was breached, never the station	§ 718.113(8)(a), Fla. Stat., with the enforceable conditions at (8)(b) through (h)
Hurricane protection that	Route to a specifications check,	§ 718.113(5), Fla. Stat.

Conduct	Do not cite it as a violation	Authority
conforms to the specifications the board adopted for the building	not to an enforcement letter	
A religious object no larger than 3 inches wide, 6 inches high and 1.5 inches deep attached to the mantel or door frame of a unit	Association may not refuse the accommodation request	§ 718.113(6), Fla. Stat.
Garbage receptacles left at the curb or the end of the driveway within 24 hours before or after the designated collection day or time (HOA)	No fine and no suspension is permitted for this	§ 720.305(7)(a), Fla. Stat.
Holiday decorations or lights left up beyond the period the governing documents allow (HOA)	No fine and no suspension is permitted unless they remain up more than one week after the association gives written notice. This letter is that written notice, so date it and keep proof of delivery	§ 720.305(7)(b), Fla. Stat.

Two areas this template does not cover and you should route to counsel: a request involving an assistance animal or any other reasonable accommodation for a disability, and any restriction on a satellite dish or antenna. Both are governed by law outside Chapters 718, 719 and 720, and a violation notice is the wrong first move in either case.

Facts

- ☐ Someone recorded a date, a time and a specific location. “Ongoing” is not a fact a committee can confirm.
- ☐ There is a photograph or an inspection note in the file, dated, with the observer identified.
- ☐ The observation was made from common area, from a public right of way, or from a place the association has a right to be.

Party

- ☐ The letter is addressed to the owner of record, using the mailing or e-mail address the owner designated in the association’s official records.
- ☐ If a tenant, occupant, licensee or invitee caused the condition, the owner still receives the notice, and the tenant or occupant receives a copy. Under all three chapters the owner is answerable for the conduct of the unit’s or parcel’s occupants and invitees. See § 718.303(1), § 719.303(1) and § 720.305(1), Fla. Stat.
- ☐ If the property is in probate, foreclosure, receivership or a trust, confirm who the current record owner is before sending.

Proportion

- ☐ This is the appropriate first step. A hazard, a life-safety issue or active unpermitted construction may warrant a phone call, an inspection or counsel the same day, not a letter that gives 14 days to think about it.
- ☐ If this is an unapproved architectural modification, note that a denial of an architectural application carries its own specificity requirement under § 720.3035(4)(a), Fla. Stat., which requires the association to state the rule or covenant relied on and the specific aspect of the improvement that does not conform. Write this letter to the same standard.

3. Delivery and record

Choose the method before you write, because the letter states its own delivery method.

Options: hand delivery, first-class mail, certified mail with return receipt requested, or e-mail to the address the owner designated in the association's official records.

Practical guidance. A first notice sent by regular mail or e-mail is normal and inexpensive. Use certified mail, or certified plus regular mail, when the matter is likely to escalate, when a statutory clock depends on the date of the notice (holiday decorations under § 720.305(7)(b), Fla. Stat., is the clearest example), or when the owner has previously denied receiving correspondence. Certified mail alone has a failure mode: owners do not collect it. Sending both regular and certified is the practice that survives.

Whatever you choose, keep the sent copy, the delivery proof and the underlying photograph together in one file. The file, not the letter, is what wins.

4. The notice: header

[[ASSOCIATION_LEGAL_NAME]]
c/o [[MANAGEMENT_COMPANY_OR_ASSOCIATION_ADDRESS]]
[[CITY]], Florida [[ZIP]]
[[PHONE]] | [[EMAIL]]

[[DATE_OF_LETTER]]

Delivered by: [[hand delivery / first-class mail / certified mail no. _____ /
e-mail to the address designated in the association's official records]]

[[OWNER_NAME_OF_RECORD]]
[[OWNER_MAILING_ADDRESS_LINE_1]]
[[OWNER_MAILING_ADDRESS_LINE_2]]

Property: [[PROPERTY_ADDRESS]] | [[LOT / UNIT / PARCEL IDENTIFIER]]

Re: Notice of violation, [[SHORT_DESCRIPTION]]. This is a first

notice. It is
not a fine and it is not a suspension.

The subject line carries the disclaimer on purpose. An owner who reads only the first three lines should still understand that no money is being demanded and no right is being taken away.

5. The notice: body

5.1 What was observed

On [[DATE_OBSERVED]] at approximately [[TIME_OBSERVED]], [[OBSERVER_ROLE, for example: the community manager during a routine inspection]] observed the following at [[SPECIFIC_LOCATION_ON_THE_PROPERTY]]:

[[FACTUAL_DESCRIPTION. Describe what is there, where it is, and how long it has been there if known. Do not characterize it, do not describe the owner, and do not describe the complaint that prompted the inspection.]]

[[If a photograph is enclosed: A photograph taken on [[PHOTO_DATE]] is enclosed.]]

Write this paragraph as though a stranger will read it two years from now with no other information. “Vehicle” is weaker than “a white box truck bearing commercial lettering, parked in the driveway”. “Landscaping issues” is not a fact.

5.2 The provision this appears to violate

This condition appears to conflict with [[DOCUMENT NAME: Declaration of Covenants / Declaration of Condominium / Bylaws / Rules and Regulations adopted [[ADOPTION_DATE]]], [[ARTICLE / SECTION NUMBER]], which provides:

“[[QUOTED_TEXT_OF_THE_PROVISION]]”

The specific aspect that does not appear to conform is: [[NAME THE ELEMENT. For example: the height of the fence, at approximately 8 feet, where the standard permits 6 feet.]]

Two required inputs, and neither can be left blank: the provision relied on, and the specific aspect that does not conform. Florida already requires exactly this pairing when an association denies an architectural application, at § 720.3035(4)(a), Fla. Stat. Holding every enforcement letter to that standard costs nothing and gives the owner something they can actually respond to. In the association forms we reviewed, this pairing is the single most frequently missing element in the entire enforcement chain.

5.3 What resolves this

To resolve this matter, please take the following action by [[CURE_DEADLINE_DATE]]:

[[SPECIFIC_ACTION. For example: remove the storage container from the side yard, or relocate it behind the fence line where it is not visible from the street.]]

[[If the cure is an application rather than an act: submit a completed architectural review application for this improvement. An application does not by itself resolve the matter, and approval is not automatic, but it moves the question to the committee that is supposed to decide it.]]

The action has to be something the owner can do and can tell when they have finished doing. “Come into compliance” is not an instruction. If the cure genuinely takes longer than the deadline (a roof, a permitted structure, a contractor’s lead time), say so in the letter and set a date for a written plan instead of a date for completion.

Setting the deadline. Chapters 718, 719 and 720 do not set a cure period for a first notice, because a first notice is not a statutory instrument. Your declaration or rules may set one.

Check your documents. Many declarations specify a cure period, commonly 10, 14 or 30 days, and some specify how the period is counted and when it begins. If yours does, use that number. If yours does not, choose a period that is reasonable for the work being asked and apply the same period to every owner in the same situation.

5.4 If you disagree, or if this is a mistake

If you believe this notice is in error, if the condition has already been corrected, or if there is a circumstance we should know about, contact [[CONTACT_NAME]] at [[CONTACT_PHONE]] or [[CONTACT_EMAIL]] before [[CURE_DEADLINE_DATE]]. Tell us in writing if you can, so that your response goes into the association’s file alongside this notice.

If the condition relates to a disability or a request for a reasonable accommodation, tell us. That request is handled under a different process and is not an enforcement matter.

Keep this paragraph. It is the cheapest thing in the letter and it resolves a meaningful share of first notices without anyone escalating, including the ones the association got wrong.

5.5 What happens if this is not resolved

If the condition is not resolved by [[CURE_DEADLINE_DATE]], the board may consider further action. Any fine or suspension of use rights would require a separate written notice to you, at least 14 days in advance, of your right to a hearing before an independent committee, and that committee, not the board, decides whether a proposed fine or suspension may be imposed. Nothing in this letter imposes a fine, a suspension or any charge.

That is the whole of what this letter should say about escalation. Do not include a dollar amount. Do not include a fine schedule. Do not say “you will be fined \$100 per day”. The board has not yet proposed a fine, the committee has not confirmed one, and a letter that announces a penalty as though it were already decided misstates what Florida law permits and gives the owner a reason to treat the entire file as unreliable.

5.6 Closing and signature

Thank you for your attention to this. Most notices of this kind are resolved with a single conversation, and we would prefer that outcome here.

[[SIGNER_NAME]] [[SIGNER_TITLE: Community Association Manager / Board President / on behalf of the Board of Directors]] [[ASSOCIATION_LEGAL_NAME]]

Enclosures: [[photograph dated [[PHOTO_DATE]]], [[excerpt of [[DOCUMENT]], [[ARTICLE]]]] Copy to: [[TENANT_OR_OCCUPANT_NAME]], occupant [[if applicable]] Copy to: association file

6. What this notice does not do

Keep this as a short block at the end of the letter, or as a footer. It is the paragraph that stops a first notice from being read as a penalty, and it is the paragraph most first notices in the corpus are missing.

This notice does not impose a fine, does not suspend any use right, and does not create any charge against your account. It is not the 14-day notice of a right to a hearing that Florida law requires before a fine or suspension may be imposed. No attorney fees or costs are being sought, and none accrue on the basis of this letter.

For an HOA, that last sentence is not merely courteous. Under § 720.305(2)(f) and (g), Fla. Stat., attorney fees and costs may not be awarded against a parcel owner based on actions the board took before the date the committee sets for payment of a fine, and fees may not begin to accrue until after that noticed payment date and after the time for an appeal has expired. A first notice that threatens legal fees is describing something that cannot yet exist.

7. Second notice and final notice variants

Same structure, three changes.

Second notice. Add one sentence after 5.1: “We wrote to you about this on [[DATE_OF_FIRST_NOTICE]]. As of [[DATE_OF_REINSPECTION]] the condition described below remains.” Re-inspect before you send it. A second notice sent without a re-inspection is how an association fines someone for a fence they took down three weeks ago.

Final notice before referral. Add: “If this is not resolved by [[FINAL_DEADLINE]], the board will consider at its [[MEETING_DATE]] meeting whether to propose a fine or a suspension of use rights, or to refer this matter to counsel. If the board proposes a fine or suspension, you will receive a separate written notice at least 14 days in advance of your right to a hearing before an independent committee.” Still no dollar amount.

Cure confirmed. Send it. Four sentences, and it is the most underused letter in association management.

On [[DATE_OF_REINSPECTION]] we confirmed that the condition described in our notice of [[DATE_OF_FIRST_NOTICE]] has been corrected. This matter is closed and no further action is required. A copy of this letter has been placed in the association’s records. Thank you.

8. The next step, and why it is a separate letter

If this notice does not resolve the matter and the board wants to propose a fine or a suspension, that is a different document with statutory contents, a statutory recipient, a statutory timeline and a decision-maker who is not the board. Do not adapt this template for it.

Who decides. In all three chapters the board proposes and an independent committee disposes. The committee has at least three members appointed by the board who are not officers, directors or employees of the association, and are not the spouse, parent, child, brother or sister of an officer, director or employee. Its role is limited to confirming or rejecting what the board levied. If the

committee does not approve by majority vote, the fine or suspension may not be imposed. See § 720.305(2)(b) and (c), § 718.303(3)(b), and § 719.303(3)(b), Fla. Stat.

The most common composition error is a committee of three board members. That committee is disqualified on its face, and every fine it confirms is exposed.

The 14 days. At least 14 days' written notice before a fine or suspension may be imposed, in all three chapters. In an HOA the notice runs to the owner's designated mailing or e-mail address in the association's official records and, where applicable, to the occupant, licensee or invitee sought to be fined or suspended.

What the HOA notice must contain. Under § 720.305(2)(b), Fla. Stat.: a description of the alleged violation, the specific action required to cure it if applicable, and the hearing date, location and access information if the hearing is held by telephone or other electronic means. The hearing must be held within 90 days after the notice is issued, the committee may hold it by telephone or other electronic means, and the owner has the right to attend that way.

Cure ends it, in an HOA. Under § 720.305(2)(e), Fla. Stat., if the violation has been cured before the hearing, or in the manner specified in the written notice, a fine or suspension may not be imposed. This is why the cure instruction in section 5.3 has to be specific enough to be satisfiable. Chapters 718 and 719 do not carry an express equivalent, and a condominium or cooperative board that fines an owner who already fixed the problem is making a decision it did not have to make.

After the hearing, in an HOA. Within 7 days the committee gives the owner written notice of its findings, including which fines or suspensions it approved or rejected and how to cure or fulfill a suspension, or the date a fine must be paid, which must be at least 30 days after delivery of that notice. See § 720.305(2)(d) and (f), Fla. Stat.

9. Chapter differences that change the letter

	HOA, Ch. 720	Condominium, Ch. 718	Cooperative, Ch. 719
Fine authority	§ 720.305(2)	§ 718.303(3)	§ 719.303(3)
Per-violation cap	\$100, unless the governing documents provide otherwise	\$100, no documents override	\$100, no documents override
Aggregate cap	\$1,000, unless the governing documents provide otherwise	\$1,000	\$1,000
Per-day fines for a continuing violation	Permitted, on a single notice and opportunity for hearing	Permitted, on a single notice and opportunity for hearing	Permitted, on a single notice and opportunity for hearing
Can a fine become a lien	A fine of less than \$1,000 may not	A fine may not become a lien against a unit	A fine may not become a lien against a unit

	HOA, Ch. 720	Condominium, Ch. 718	Cooperative, Ch. 719
	become a lien against a parcel		
Notice before fine or suspension	At least 14 days, contents specified, § 720.305(2)(b)	At least 14 days, § 718.303(3)(b)	At least 14 days, § 719.303(3)(b)
Hearing deadline	Within 90 days after the notice is issued	Not specified in the chapter	Not specified in the chapter
Committee	At least 3, appointed by the board, no officers, directors, employees or their spouse, parent, child, brother or sister	Same	Same
Committee's role	Confirm or reject only	Confirm or reject only	Confirm or reject only
Cure before hearing	Fine or suspension may not be imposed, § 720.305(2)(e)	Not addressed in the chapter	Not addressed in the chapter
When the fine is payable	At least 30 days after the committee's written notice, § 720.305(2)(f)	5 days after notice of the approved fine is provided	5 days after the date of the committee meeting at which the fine is approved
Suspension of use rights, and what is carved out	May suspend common area and facility use for a reasonable period. Does not reach the portion of common areas providing access or utility services, and may not prohibit vehicular and pedestrian ingress and egress including the right to park. § 720.305(2)(a)	May suspend common element, common facility and association property use for a reasonable period. Does not reach limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services, parking spaces or elevators. § 718.303(3)(a)	Same carve-outs as Ch. 718. § 719.303(3)(a)
Conduct that may never be fined or suspended	Garbage receptacles within 24 hours of collection; holiday	Not addressed in the chapter	Not addressed in the chapter

	HOA, Ch. 720	Condominium, Ch. 718	Cooperative, Ch. 719
	decorations, unless still up more than one week after written notice. § 720.305(7)		
Before suing on a covenant dispute	A demand for presuit mediation is required first. Collection of an assessment, fine or other financial obligation is excluded from that requirement. § 720.311(2)(a)	Certain disputes go to nonbinding arbitration or mediation; the levy of a fee or assessment, and the collection of an assessment levied against a party, are outside the statutory definition of “dispute”. § 718.1255	§ 719.1255, Fla. Stat. directs cooperative disputes to alternative resolution in accordance with § 718.1255, so the same exclusion carries over. Confirm the current procedure with counsel

Check your documents. In an HOA the \$100 and \$1,000 caps yield to the governing documents. That cuts both ways: your declaration may permit more, and it may also permit less, or impose a procedure stricter than the statute. The statutory figures are the default, not a ceiling. Under § 720.305(2), Fla. Stat., both the \$100 per-violation cap and the \$1,000 aggregate cap apply unless otherwise provided in the governing documents, so your declaration may set a higher or a lower number, and the number in your documents controls.

10. Association record of this notice

Keep these fields with the sent copy. They are what a fining committee, an insurer or a judge will ask for, in this order.

Field	Priority	Note
Property identifier (lot, unit or parcel)	Required	Match the identifier used in the official records
Owner of record	Required	As of the date of the letter, not as of last year’s roster
Date observed	Required	
Time observed	Common	
Observed by	Required	Name and role
Evidence on file	Required	Photograph, inspection note, third-party report

Field	Priority	Note
Provision relied on	Required	Document, article, section
Nonconforming element	Required	The specific aspect, not the category
Notice type	Required	First, second, final
Date sent	Required	
Delivery method	Required	Plus certified article number where used
Delivery proof on file	Required	Receipt, return card, e-mail transmission record
Cure deadline	Required	
Owner response, date and substance	Required	Record “none” explicitly rather than leaving it blank
Re-inspection date	Required	Before any escalation
Outcome	Required	Cured, not cured, withdrawn, referred
Date closed, or date escalated	Required	
Copy to occupant	Common	Name and address
Prior notices on this property	Common	Dates and outcomes, for the consistency check
Screening checklist completed by	Optional	Useful when more than one person sends notices

11. Where the numbers in this template come from

Every statutory statement above was read against the Florida Statutes text held in the Common Elements statute reference before this template was written.

- § 718.113(4), (5), (6) and (8), Fla. Stat. Flags, hurricane protection specifications, religious objects, electric vehicle and natural gas charging.
- § 718.303(1) and (3), Fla. Stat. Owner responsibility for occupants and invitees; fines and suspensions in a condominium, the caps, the 14-day notice, the committee, and the 5-day payment rule.

- § 718.1255, Fla. Stat. Condominium alternative dispute resolution, and what falls outside the definition of a dispute.
- § 719.303(1) and (3), Fla. Stat. The cooperative analogues.
- § 720.304(2), Fla. Stat. HOA flag display and flagpoles.
- § 720.3035(4)(a), Fla. Stat. The specificity standard for an architectural denial, borrowed here as the drafting standard for section 5.2.
- § 720.3045, Fla. Stat. Items not visible from the frontage, an adjacent parcel, adjacent common area or a golf course.
- § 720.305(1), (2)(a) through (g), and (7), Fla. Stat. HOA fines and suspensions, the caps and the documents override, the lien bar below \$1,000, the 14-day notice and its required contents, the 90-day hearing window, the committee, the cure bar, the 30-day payment date, the attorney-fee timing, and the two categories that may never be fined.
- § 720.3075(3) and (4), Fla. Stat. Prohibited clauses, including the bar on requiring a contractor to prove licensure for entry, driveway parking of personal and work vehicles, gas appliances, and Florida-friendly landscaping.
- § 720.311(2)(a), Fla. Stat. Presuit mediation for covenant enforcement disputes, and the exclusion for collecting money.

Deliberately left to counsel. Assistance animals and reasonable accommodation, satellite dishes and antennas, towing procedure and signage, and solar. Each is governed by law outside Chapters 718, 719 and 720, and this template neither restricts nor permits anything in those areas.

12. Using this outside Florida

The letter's shape travels. The numbers do not.

Safe to carry to another state, because it is workflow rather than law: the screening checklist before the letter, the observed-facts paragraph, the provision-plus-nonconforming-element pairing, a specific and satisfiable cure, a stated way to disagree, the explicit statement of what the notice does not do, the separation of the courtesy notice from the statutory penalty notice, and the record fields in section 10.

Re-derive per state before sending anything: every fine amount, every aggregate cap, every notice period, whether a hearing is required and who sits on the panel, whether a fine can become a lien, whether cure before the hearing bars the fine, and every category of protected conduct in section 2. None of the Florida numbers in this template should be assumed to hold anywhere else, and the protected-conduct table in particular is almost entirely Florida-specific.