

## **Club Cortile Violation and Fine Policy**

### **EFFECTIVE JANUARY 1, 2019**

Dear Club Cortile Homeowner,

You may not be aware that living within a deed restricted community carries the obligation of abiding by the Declaration of Covenants, Conditions, Restrictions and Easements for Club Cortile. On behalf of the Board of Directors, this letter is being sent as a reminder that the Association does have the authority to enforce these rules as stated in 5.2(C) of the Bylaws and Article 10, Rules; Enforcement of the Declaration. The Board of Directors has established the following Enforcement and Fine Policy for covenant enforcement and any applicable monetary penalties for continued violations of the Covenant, Rules and/or Architectural Restrictions. This policy will be deemed part of the ACC Regulations and is subject to amendment or modification at any time by majority vote of the Board in accordance with Florida Statute

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#### **718. 303 Obligations of owners and occupants; remedies.-**

(1) Each unit owner, each tenant and other invitee, and each association is governed by, and must comply with the provisions of, this chapter, the declaration, the documents creating the association, and the association bylaws which shall be deemed expressly incorporated into any lease of a unit. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the association or by a unit owner against:

(a) The association.

(b) A unit owner.

(c) Directors designated by the developer, for actions taken by them before control of the association is assumed by unit owners other than the developer.

(d) Any director who willfully and knowingly fails to comply with these provisions.

(e) Any tenant leasing a unit, and any other invitee occupying a unit.

The prevailing party in any such action or in any action in which the purchaser claims a right of voidability based upon contractual provisions as required in s. 718. 503(1)(a) is entitled to recover reasonable attorney's fees. A unit owner prevailing in an action between the association and the unit owner under this section, in addition to recovering his or her reasonable attorney's fees, may recover

additional amounts as determined by the court to be necessary to reimburse the unit owner for his or her share of assessments levied by the association to fund its expenses of the litigation. This relief does not exclude other remedies provided by law. Actions arising under this subsection may not be deemed to be actions for specific performance.

(2) A provision of this chapter may not be waived if the waiver would adversely affect the rights of a unit owner or the purpose of the provision, except that unit owners or members of a board of administration may waive notice of specific meetings in writing if provided by the bylaws. Any instruction given in writing by a unit owner or purchaser to an escrow agent may be relied upon by an escrow agent, whether or not such instruction and the payment of funds thereunder might constitute a waiver of any provision of this chapter.

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

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

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

(4) If a unit owner is more than 90 days delinquent in paying a fee, fine, or other monetary obligation due to the association, the association may suspend the right of the unit owner or the unit's occupant, licensee, or invitee to use common elements, common facilities, or any other association property until the fee, fine, or other monetary obligation is paid in full. This subsection does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit,

utility services provided to the unit, parking spaces, or elevators. The notice and hearing requirements under subsection (3) do not apply to suspensions imposed under this subsection.

(5) An association may suspend the voting rights of a unit owner or member due to nonpayment of any fee, fine, or other monetary obligation due to the association which is more than \$1,000 and more than 90 days delinquent. Proof of such obligation must be provided to the unit owner or member 30 days before such suspension takes effect. A voting interest or consent right allocated to a unit owner or member which has been suspended by the association shall be subtracted from the total number of voting interests in the association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under this chapter or pursuant to the declaration, articles of incorporation, or bylaws. The suspension ends upon full payment of all obligations currently due or overdue the association. The notice and hearing requirements under subsection (3) do not apply to a suspension imposed under this subsection.

(6) All suspensions imposed pursuant to subsection (4) or subsection (5) must be approved at a properly noticed board meeting. Upon approval, the association must notify the unit owner and, if applicable, the unit's occupant, licensee, or invitee by mail or hand delivery.

(7) The suspensions permitted by paragraph (3)(a) and subsections (4) and (5) apply to a member and, when appropriate, the member's tenants, guests, or invitees, even if the delinquency or failure that resulted in the suspension arose from less than all of the multiple units owned by a member.

(8) A receiver may not exercise voting rights of any unit owner whose unit is placed in receivership for the benefit of the association pursuant to this chapter.

PRIOR TO IMPLEMENTING THE FINE SCHEDULE WITH THE NOTICE REQUIREMENTS, AN INITIAL VIOLATION NOTICE WILL BE SENT TO THE OWNER WITH A \$15 ADMINISTRATION FEE PAYABLE TO SIGNATURE MANAGEMENT. IF THE OWNER DOES NOT COMPLY, THE FOLLOWING SCHEDULE WILL BE IMPLEMENTED.

#### First Notice

A Warning Letter will be sent to the Owner of the property **via regular and certified mail** outlining the violation and, if appropriate, given a time frame for compliance. This initial notice will be sent with a minimum of 14 days' notice to address the violation and the stated fine to be applied if the violation is not addressed within the given time frame.

#### Second Notice

The Association will assess a monetary penalty per the Fine Schedule if the Owner has not corrected or removed (or has chosen not to correct or remove) the violation, or the violation has been repeated within the time frame of the First Notice. All penalty notices will be sent via regular and certified mail. The homeowner will be responsible for a certified fee added to the penalty. In addition to notifying the property owner that the violation has not been addressed, this notification will also inform the owner of the opportunity for a hearing before the Enforcement Committee to appeal the imposed fine.

#### Assessment of Initial Monetary Penalty:

#### Assessment of Additional Monetary Penalties:

After the imposition of the Initial Penalty, additional penalties may be imposed upon subsequent inspections if the Owner has not corrected or removed (or has chosen not to correct or remove) the violation or the violation is repeated or has returned. Additional monetary penalties will be imposed after inspections have been conducted to coincide with the terms of the notices.

**Should a period of at least one year lapse between violation letters of the same offense, the next letter will be a First Notice again.**

#### Exception of Notice Procedure:

Violations posing a threat to the health, safety, and/or welfare of the community as a whole or any one or more other Owners may require immediate action and thus create exceptions to the foregoing notice provisions. Examples of health, safety, and welfare violations include, but are not limited to, the following: accumulation of trash and/or other materials that may attract pests; threat of flood or fire damage to neighboring properties; an escaped pet; or a collapsed structure or tree blocking the road or drivers' lines of vision.

#### Right of Self-Help:

The Club Cortile Association has the right (but not the obligation) to enter the Owner's property and to provide all maintenance and repairs that are necessary to remove the violation. Entry by the Association and any of its agents is not an actionable trespass. The Association may assess the Owner for the costs of all maintenance and repairs performed by the Association. The Association may seek to recover reasonable attorney fees and court costs associated with any penalties or damages assessed.

#### Opportunity to be Heard:

The Association recognizes each Owner's right to explain the reasons why there is a violation of the CC&R, By-Laws, or ARC Regulations, particularly if the violation results in a monetary penalty. **Before any penalty is assessed, an Owner has the opportunity to request a hearing before the Enforcement Committee.** The Owner must provide timely written request for a hearing. If the

hearing is scheduled, the Committee will hold a recorded vote. All fine recommendations will be presented to the Board of Directors for final approval at the next duly called Board Meeting.

The owner may appeal directly to the Board of Directors after meeting with the Enforcement Committee. The Owner is bound by the decision of a majority of the Board.

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All unresolved fines are posted to the owner's account.

Payment submitted to the account will first be applied to any fines or fees BEFORE paying the monthly assessment. A balance on the account is considered a delinquent assessment amount. All delinquent balances in excess of 90 days are sent to the association's collection agent which will charge additional fees to the owner.

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## **Club Cortile Violation and Fine Schedule EFFECTIVE JANUARY 1, 2019**

Per Florida Statute, any fine levied against an owner  
is payable within 5 days after the committee meeting.

1. Property alterations and/or improvements made without ACC approval:
  - A. Warning Letter with \$15 administrative fee  
(10-day compliance unless otherwise stated in Letter)
  8. First notice for same violation: \$50 (30-day compliance unless otherwise stated)
  - C. All subsequent notices for same violation: \$100 (monthly) Repair and upkeep of property:
    - B. Warning Letter with \$15 administrative fee  
(10-day compliance unless otherwise stated in Letter))
    - C. First notice for same violation: \$50 (14-day compliance unless otherwise stated)
    - D. Third notice for same violation: \$100 (14-day compliance unless otherwise stated)
    - E. All subsequent notices for same violation: \$100 (daily)
2. Parking violations in excess of one week (including, but not limited to, storing any recreational vehicles, trailers, commercial vehicles, boats, motorcycles, or unlicensed or non-operational vehicles, parking on unpaved surfaces, and overnight parking on streets):
  - A. Warning Letter with \$15 administrative fee
  - B. First notice for same violation: \$100 (14-day compliance unless otherwise stated)
  - C. All subsequent notices within twelve consecutive months: \$100 (daily)
3. Pets:
  - A. Warning Letter with \$15 administrative fee.
  - B. First notice for same violation: \$100 (daily)
  - C. All subsequent notices within twelve consecutive months: \$100 each
4. Unauthorized signs placed on homeowner's property or on common area (including real estate or sale signs)
  - A. First notice: Warning Letter with \$15 administrative fee.
  - B. Second notice within twelve consecutive months: \$50
  - C. All subsequent notices within twelve consecutive months: \$100 each
5. All other minor violations (those involving only the homeowner):
  - A. First notice within twelve consecutive months: Warning Letter with \$15 administrative fee (will include time limits for correction of violation, if appropriate)
  - B. Second notice within twelve consecutive months: \$25
  - C. All subsequent notices within twelve consecutive months: \$100 each
6. All other significant violations (those affecting the safety or aesthetics of the community):
  - A. First notice: Warning Letter with \$15 administrative fee (will include time limits for correction of violation, if appropriate)
  - B. Second notice within twelve consecutive months: \$50
  - C. Subsequent notices within twelve consecutive months: \$100 each