

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

720.305 Obligations of members; remedies at law or in equity; levy of fines and suspension of use rights.—

(1) Each member and the member's tenants, guests, and invitees, and each association, are governed by, and must comply with, this chapter, the governing documents of the community, and the rules of the association.

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

(a) An association may suspend, for a reasonable period, the right of a member, or a member's tenant, guest, or invitee, to use common areas and facilities for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. This paragraph does not apply to that portion of common areas used to provide access or utility services to the parcel. A suspension may not prohibit an owner or tenant of a parcel from having vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

(b) A fine or suspension may not be imposed by the board of administration without at least 14 days' notice to the person 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. If the committee, by majority vote, does not approve a proposed fine or suspension, it

may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. If the board of administration imposes a fine or suspension, the association must provide written notice of such fine or suspension by mail or hand delivery to the parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel owner.

(3) If a member is more than 90 days delinquent in paying any fee, fine, or other monetary obligation due to the association, the association may suspend the rights of the member, or the member's tenant, guest, or invitee, to use common areas and facilities until the fee, fine, or other monetary obligation is paid in full. This subsection does not apply to that portion of common areas used to provide access or utility services to the parcel. A suspension may not prohibit an owner or tenant of a parcel from having vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park. The notice and hearing requirements under subsection (2) do not apply to a suspension imposed under this subsection.

(4) An association may suspend the voting rights of a parcel or member for the nonpayment of any fee, fine, or other monetary obligation due to the association that is more than 90 days delinquent. A voting interest or consent right allocated to a parcel 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 governing documents. The notice and hearing requirements under subsection (2) do not apply to a suspension imposed under this subsection. The suspension ends upon full payment of all obligations currently due or overdue to the association.

(5) All suspensions imposed pursuant to subsection (3) or subsection (4) must be approved at a properly noticed board meeting. Upon approval, the association must notify the parcel owner and, if applicable, the parcel's occupant, licensee, or invitee by mail or hand delivery.

(6) The suspensions permitted by paragraph (2)(a) and subsections (3) and (4) 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 parcels owned by a member.

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 10 days' notice to address the violation and the stated fine to be applied if the violation is not addressed within the given time frame.

******A \$15 administrative fee will be charged to your account for each first notice. This administrative fee is payable to Signature Management Solutions and is not a fine imposed by the Board of Directors.******

Second Notice

The Association will assess a monetary penalty of \$100 as allowed by statute 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 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.

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 Master, Condominium and Townhome Associations have 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 Covenants, By-Laws, Rules and Regulations as well as Architectural Violations 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.

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.

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)
 - B. First notice for same violation: \$50 (30-day compliance unless otherwise stated)
 - C. All subsequent notices for same violation: \$100 (monthly)

2. Repair and upkeep of property:
 - A. Warning Letter with \$15 administrative fee
(10-day compliance unless otherwise stated in Letter))
 - B. First notice for same violation: \$50 (14-day compliance unless otherwise stated)
 - C. Third notice for same violation: \$100 (14-day compliance unless otherwise stated)
 - D. All subsequent notices for same violation: \$100 (daily)

3. 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):
 - E. Warning Letter with \$15 administrative fee
 - F. First notice for same violation: \$100 (14-day compliance unless otherwise stated)
 - G. All subsequent notices within twelve consecutive months: \$100 (daily)

4. 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

5. 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

6. 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

7. 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