

VERANDAH COMMUNITY ASSOCIATION
COVENANT ENFORCEMENT, VIOLATION AND FINING POLICY

WHEREAS, the Board of Directors of Verandah Community Association, Inc. (the "Association") is charged with the responsibility to operate the Association according to Article I, Section 1.1 of the Declaration of Covenants, Conditions and Restrictions for Verandah ("CC&R");

WHEREAS, Article III Sections 3.1 and 3.2 of the CC&R and Article III, Section (C) 3.17 and 3.18 of the By Laws of Verandah Community Association, Inc. ("By Laws") empower the Board of Directors to adopt rules, regulations, and policies;

WHEREAS, Article VII, Sections 7.4 and 7.4(a) of the CC&R empower the Board of Directors to adopt compliance and enforcement procedures and allows the Association to impose reasonable monetary fines;

WHEREAS, the Board of Directors of the Association ("Board") finds there is a need to establish procedures for the enforcement of the restrictions, architectural guidelines, and maintenance standards of the CC&R, By Laws and any rules and regulations promulgated by the Association (collectively "Governing Documents") and for the elimination of violations which may be found to exist within the Association;

WHEREAS it is the intent that these rules shall be applicable to the current and future Board of Directors unless otherwise rescinded, modified, or amended by a majority of the Board of Directors;

WHEREAS, the Board of Directors has elected to authorize its managing agent to carry out the following policy;

NOW THEREFORE, IT IS RESOLVED that the following procedures and practices are established for enforcement action against violations of the Governing Documents and for the elimination of such violations in the Community, and shall be known as the "Covenant Enforcement Policy";

1. Violation Defined:

- a) Violation. Any activity or condition caused or permitted by (or otherwise not cured by) any owner, resident, tenant, guest, agent, invitee, licensee, or family member whichever is applicable, but in all cases the owner, ("Alleged Violator")

on any Lot or otherwise in the Community that does not conform to the Governing Documents, determined by the Board of Directors, shall be considered a Violation. Examples of Violations are identified on the Fine Schedule attached as Exhibit A. The Alleged Violator will receive a Notice ("Initial Violation Notice") from the Association's Board of Directors or the Association's authorized managing agent, as described in Section 2(a) of this Covenant.

- b) Continuing Violation. Any activity or condition caused or permitted by (or otherwise not cured by) any Alleged Violator on any Lot or otherwise in the Community that is not brought into conformance with the Governing Documents and remains continuous on the Lot or in the Community beyond the maximum time allocated to cure the Violation as indicated in Exhibit A shall be considered a Continuing Violation as described in Section 2(b) of this Covenant Enforcement Policy.
- c) Repeated Violation. Any activity or condition caused or permitted by any Alleged Violator on any Lot or otherwise in the Community that does not conform to the Governing Documents that is repeated within a one (1) year period after a previous initial Violation Notice was issued for the same Violation shall be considered a Repeated Violation as described in Section 2(c) of this Covenant Enforcement Policy.
- d) The Violations noted in Exhibit A reflect the most commonly occurring infractions. Every Owner (and each resident, tenant, guest, agent, invitee, licensee, or family member, whichever is applicable but in all cases the owner) is responsible for complying with all requirements of the Governing Documents as defined in Article II and as required by paragraphs 1.3 and 7.4 of the CC&R's and of the Use Restrictions. Therefore, the VCA may enforce compliance of any violation of the Governing Documents regardless of its absence or presence on this Violation and Fining Schedule. The inclusion of a violation on the schedule does not prohibit the Board from imposing a different penalty outside of the schedule, based on mitigating or aggravating factors as it may determine are relevant, in the sole discretion of the Board.

2. Violation Notice Process

- (a) Initial Violation Notice. The Association's authorized managing agent shall send to any Alleged Violator a written letter by regular mail or email address to the Alleged Violator's address(es) listed in the Associations official records and the Lot address. The initial Violation Notice shall inform the recipient as follows:
 - (i) The nature, description, and location of any Violation, as well as the provision(s) of the governing documents being violated; and
 - (ii) How to cure the violation; and

- (iii) A remedy Period, following the Fine Schedule in Exhibit A for the Specific Violation, requiring the Alleged Violator to resolve the Violation during this curative period; and
 - (iv) The penalty (fine) and/or the corrective action that the Association intends to pursue as a result of the Violation if the Alleged Violator does not resolve the Violation by the end of the Remedy Period; to include the issuance of a Continuing/Final Violation notice and rights thereafter to a hearing under Section 3 of this Covenant Enforcement Policy.
- (b) **Continuing/Final Violation Notice**. If the Alleged Violator fails to remedy the Violation by the end of the Remedy Period provided in the Initial Violation Notice, the Association's authorized managing agent shall send the Alleged Violator a Continuing/Final Violation Notice, by regular and certified mail to the Alleged Violator's address(es) listed in the Association's official records and the Lot address. The Continuing/Final Violation Notice shall inform the recipient as follows:
- (i) Notice that the Violation has not been resolved during the Remedy Period provided in the Initial Violation Notice;
 - (ii) Nature, description, and location of any Violation, as well as the provision(s) of the governing documents being violated; and
 - (iii) Notice of a hearing scheduled by the Covenants Committee in accordance with Florida Statute 720.305 and pursuant to Section 3 of this Covenant Enforcement Policy. Such hearing must be held within 90 days after issuance of the notice. The timing for the hearing begins with the issuance of this Continuing/Final Violation Notice; and
 - (iv) The penalties for the Violation that are being levied (effective immediately, and accruing until the Violation is cured for a continuing violation) pursuant to Section 4 of this Covenant Enforcement Policy.
- (c) **Repeated Violation Notice**. The Association's authorized managing agent shall send to any Alleged Violator of a Repeated Violation Notice of such Repeated Violation, by regular and certified mail to the Alleged Violator's address(es) listed in the Association's official records and the Lot address. The Repeated Violation Notice shall inform the recipient as follows:
- (i) The nature, description, and location of the Violation, as well as the provision(s) of the governing documents being violated and how to cure the violation, along with the date of the previous Initial Violation Notice for the same Violation, and a demand for the immediate resolution of the Repeated Violation; and
 - (ii) Notice of a hearing scheduled by the Covenants Committee in accordance with Florida Statute 720.305 and pursuant to Section 3 of this Covenant Enforcement Policy. The timing for the hearing begins with the issuance of this Repeated Violation Notice; and
 - (iii) The penalties for the Violation that are being levied (accruing until the Violation is cured for a Repeated Violation) pursuant to Section 4 of this Covenant Enforcement Policy

3. **Covenants Committee Hearing Process**

- a. **Process for Hearing**. If the Violator has been issued a Continuing/Final or Repeated Violation Notice, and been notified of the scheduled Covenants Committee hearing, the Alleged Violator has the option, not the obligation, of participating in the hearing. Participation may be in person or via teleconference. The Covenants Committee meets to vote on whether to confirm or reject any fine or suspension in a Notice, regardless of the Alleged Violator's participation in a hearing.
- b. **Hearing Determination**. The role of the Covenants Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. In simple terms, were the Governing Documents properly followed? If the Covenants Committee, by majority vote, does not approve a proposed fine or suspension, the proposed fine or suspension may not be imposed.
- c. **Proof of Proper Notice**. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered or caused to be delivered such notice.
- d. **Notice Upon Appearance**. The notice requirement shall be deemed satisfied if the Alleged Violator or its representative appears at the Covenants Committee meeting.
- e. **Meeting Minutes**. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.
- f. **Notice of Disposition**. If the Association or the Association's authorized managing agent receives the Covenant Committee's confirmation to impose a fine or suspension, the Association or the Association's authorized managing agent shall provide written notice of such fine or suspension by mail or hand delivery to the Alleged Violator.
- g. **Appeal**. Following a determination by the Covenants Committee, the Alleged Violator shall have the right to appeal the decision to the Board of Directors. To exercise this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within fourteen (14) days after the date the Notice of Deposition was mailed or hand delivered.
- h. **Grace Period**. Under no circumstance will the 14-day request for an appeal constitute a grace period to either correct the violation, toll a suspension, or prevent the fine amount from accruing. Unless the Covenants Committee or the Board of Directors consents to overturn the Violation, the fine amount continues to accrue according to Exhibit A until the Violation is corrected or the fine reaches the maximum limit according to Florida

Statute or Governing Documents. Notwithstanding the above, the Board may toll the compliance time frame, a suspension or a continuing fine pending a hearing, if requested and agreed to in writing by the Board, in its sole discretion on a case-by-case basis.

- i. **Cure Period:** At any point in the process, up to and including the final appeal to the Board, if the homeowner cures the Violation, the Continuing Violation, or the Repeated Violation, NO FINE may be levied against the homeowner.

4. **Penalties**

- a. **Available Penalties.** Penalties for any Notice may consist of one or more of the following:
 - i. A fine being levied by the Association or the Association's authorized managing agent against the Alleged Violator pursuant to Section 5 of this Covenant Enforcement Policy.
 - ii. Suspension of the right to access the common area amenities until the Alleged Violator completely resolves the Violation.
 - iii. Correction of the Violation by the Association at the expense of the Alleged Violator.
 - iv. Any other remedy under law or at equity or the Governing Documents, including but limited to injunctive relief.
- b. **Cease Work.** If applicable, upon receipt of any written notice related to an improvement or change on a Lot, work on such improvement(s) or change(s) must cease immediately and may not be resumed without the express written approval of the Association's Design Review Committee or applicable authority. Failure to cease work on any subject improvement or change may result in the Association electing to pursue any one or more of the remedies available to the Association under the Governing Documents, in law or in equity without regard to the procedures set forth herein.

5. **Covenants Committee Approval**

All penalties levied pursuant to Exhibit A or suspension shall not be imposed until the Covenants committee holds a hearing. After the hearing, the Covenants Committee will meet to confirm or reject such penalty or suspension. If the levied fine or suspension is approved by the Covenants Committee written notice of such fine or suspension will be delivered by regular mail or hand delivered with the fine payment due thirty (30) days after notice of the approved fine is provided to the owner and, if applicable, to any Violator occupant, licensee, or invitee of the owner. Within 7 days after the hearing, the committee shall provide written notice to the parcel owner at his or her designated mailing or e-mail address in the association's official records and, if applicable, any occupant, licensee, or invitee of the parcel owner, of the committee's findings related to the violation, including any applicable fines or suspensions that the committee

approved or rejected, and how the parcel owner or any occupant, licensee, or invitee of the parcel owner may cure the violation, if applicable, or fulfill a suspension, or the date by which a fine must be paid. Following a determination by the Covenants Committee, the Alleged Violator shall have the right to appeal the decision to the Board of Directors. To exercise this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within fourteen (14) days after the date the Notice of Deposition was mailed or hand delivered.

6. Fine Structure for Failure to Correct any Violation, Continuing Violation or Repeated Violation:

- a. **Fine Schedule.** The Fine Schedule is further described in Exhibit A, which is meant to serve as the framework for consistent enforcement and the levy and imposition of fines.
- b. **Continuing Violation Fine Accrual.** For a Continuing/Final or Repeated Violation Notice the proposed fine begins accruing on the date in the Notice of Violation. The fine accrues from the date specified until the date the Violation is cured and/or up to the time the fine reaches the maximum limit according to Florida Statute or Governing Documents. Unless the Covenants Committee or the Board of Directors rejects the fine, per Florida Statute 720.305, the Violator is responsible for the entire amount in addition to other penalties and sanctions for non-payment, with the fine payment due thirty (30) days after notice of the approved fine provided to the owner and, if applicable, to any Violator occupant, licensee, or invitee of the owner.

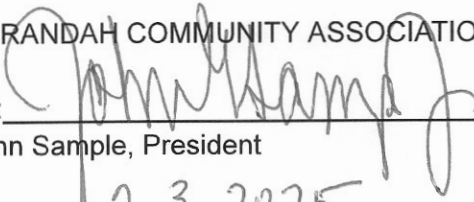
7. Violation of Federal Law/Imminent Harm/Anti-Discrimination.

Nothing in this Resolution shall be construed to limit the Association from proceeding to take immediate action, as it deems necessary in its discretion, to prevent or mitigate action which it deems to be an imminent danger to persons or property, a violation of Federal Law or violations of civil rights, including anti-discrimination or employment laws. In such cases, the Association may take action, in its sole discretion, to prevent such further violations or damages.

8.. Rights, Cumulative-, Non-Waiver, Referral to Legal Counsel

Where a Violation is determined to exist and is referred to the Board of Directors of the Association, the Board of Directors may at any time during the enforcement process, refer the Violation to legal counsel for action seeking injunctive relief against the Alleged Violator to correct or otherwise abate the Violation , or to pursue any other legal or equitable remedy that may be available to the Association. The Association and its Board of Directors reserve all rights and remedies available to them under the Governing Documents, Florida Statutes, in law and in equity and this Covenant Enforcement Policy shall not supersede or alter such rights.

VERANDAH COMMUNITY ASSOCIATION, INC.

By: 
John Sample, President

Date: 2-3-2025