

V.P. HOMEOWNERS ASSOCIATION, INC.

RESOLUTION FOR COVENANT ENFORCEMENT 2011- 2

WHEREAS, the Board of Directors of the V.P. Homeowners Association, Inc., (the "Association") is charged with the responsibility to manage the Association according to Article VI, Section 6.1 of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the V.P. Community.

WHEREAS, Article I, Sections 1.1, and 1.3, Article II, definitions of "Community Wide Standard" and "Use Restrictions", Article III, Sections 3.1, 3.4 and 3.5, Article IV, Article VII, Sections 7.4, 7.5 and 7.16, Article XI, Section 11.1 and Article XIV, Sections 14.2 and 14.3 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the V.P. Community ("CC&R's"), Article IV, Sections (a) and (b), Article V, Section (b)(iv) of the Articles of Incorporation of V.P. Homeowners Association, Inc. and Section (C) 3.16, 3.17(i) and 3.24 of the Amended and Restated By-Laws_of V.P. Homeowners Association, Inc. empower the Board of Directors to adopt rules, regulations and policies

WHEREAS, The Association has authority pursuant to the CC&R's and the By-Laws of the Association, to determine, in its reasonable discretion, the manner of remedy for violations and allotted time periods associated with degree and urgency of such violation, of the provisions set forth in the CC&R's and/or By-Laws;

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's, By-Laws and for the elimination of violations which may be found to exist within the Association;

WHEREAS, it is the intent that this rule shall be applicable to the current and future Board of Directors unless otherwise rescinded, modified, or amended by a majority of the Board of Directors.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 the enforcement of violations of the use restrictions, architectural guidelines and maintenance standards of the CC&R's, By-Laws and for the elimination of violations of such provisions found to exist in, on or about any property within The Association, and known as the "Covenant Enforcement Policy":

1. **Establishment of a Violation:**

a. Use Restrictions. Any activity or condition allowed to continue on any Lot that is in direct opposition to the CC&R's, which is not expressly authorized, by the Board or ARC is deemed a "Violation" under this enforcement policy for all said purposes.

b. Architectural. Any improvement of any kind or nature erected, placed, painted or altered on any Lot which has not been first approved in writing by the governing Architectural Review Committee ("ARC") or which does not in all

respects conform to what has been approved is deemed a “Violation” under this Enforcement Policy for all purposes.

2. Violation Process Types

a. Standard Violation. Any Violation of the community documents or policies requiring a three-step notification process prior to penalties being imposed by the Association shall be called a Standard Violation.

b. Immediate Violation. Any Violation of the community documents or policies that the Board of Directors has decided is an appropriate Violation to permit a one-step notification process prior to penalties being imposed by the Association shall be called an Immediate Violation. This type of Violation enforcement process may also be implemented if a violation recurs within one year after a Continuing Violation is deemed corrected.

3. Standard Violation Process

If an owner, resident, guest, agent, tenant, or family member violates certain restrictions deemed by the Board of Directors to be a Standard Violation, Management will implement a three-notice Violation enforcement policy as follows:

Notices of Violation

a. Initial Notice. Upon verification of the existence of a Violation by the management staff (“Management”) of Victoria Park, Management will notify the Lot Owner of the discovery of the Violation by written letter via USPS, email notification, and/or a “door knocker” placed at the residence (“Initial Notice”). The Initial Notice will inform the recipient as follows:

- (i) The nature, description and location of the Violation; and
- (ii) A request to remedy the Violation within a specified period of time; and
- (iii) Notice that if the Violation has already been corrected or plans and specifications for a subject improvement have been submitted to the Architectural Committee to disregard the notice.

b. Second Notice of Violation. If the Lot Owner fails to remedy the Violation or fails to submit plans and specifications for the offending improvement to the Architectural Committee or, if the Architectural Committee has denied approval of the plans and specifications submitted, and the violation is continuing, no earlier than fourteen (14) days from the Initial Notice, Management shall send to the Lot Owner a Second Notice of Violation via USPS informing the recipient as follows:

(i) The nature, description and location of the Violation and the failure of the Lot Owner to correct the Violation, as previously requested; and

(ii) Notice that if the Violation is corrected or eliminated within (14) fourteen days from the delivery of the Second Notice of Violation, no further action will be taken; and

(iii) If necessary, work on any Improvement must cease immediately and may not resume without the express written approval of the Architectural Committee; and

(iv) Failure to remedy or cease work on any subject improvement will result in the Association electing to pursue any one or more of the remedies available to the Association under the CC&R's, By-Laws or this Enforcement Policy.

c. **Final Notice - Failure to Remedy and Continuing Violation.** Failure to (i) cease all work immediately upon receipt of the Second Notice of Violation, or (ii) remedy the current violation existing upon the Lot within fourteen (14) days of the date of the 2nd Notice of Violation, shall constitute a Continuing Violation and may result in one or more of the following:

(a) a fine being levied by the Association against the Lot Owner that may be enforced by late charges and/or interest and/or collection suit and/or other remedies if so decided after a Covenant Committee Hearing.

(b) Suspend one or more of the following services- the right to vote, internet/ cable services, or access to the common area amenities until the alleged violator completely addresses the violation.

(c) correction of the violation by the Association at the expense of the Lot Owner through a Benefited Assessment being levied against the Lot Owner for the costs incurred in bringing the Lot into compliance.

(d) any other remedy under law or at equity, the CC&R's or this Enforcement Policy, including but not limited to injunctive relief

Management shall send to the Lot Owner a formal Third Notice of Violation by regular and certified mail, informing the recipient of the Continuing Violation and his right to request a hearing within 14 days after the Final Notice is sent before any fine or suspension or entry onto the Lot or other remedy that requires an opportunity for a hearing as decided by the Covenants Committee is imposed. The date of the Notice of Violation shall be the "Notice of Fine / Suspension Date."

4. Immediate Violation Process

If a Lot Owner, agent, guest, family member or employee of the Owner violates certain restrictions deemed by the Board of Directors to warrant immediate action, Management shall send to the Lot Owner a Written Notice of Violation by regular and certified mail, informing the recipient as follows:

- (a) The nature, description and location of the Violation and a demand for the immediate correction of the violation.
- (b) The penalty or corrective action that the Association intends to pursue as a result of the violation, and that the corrective action or penalty may be enforced by a Benefited Assessment, late charges and/or interest and/or collection suit and/or other remedies. The date of the Notice of Violation shall be the "Notice of Fine / Suspension Date."
- (c) Any penalty imposed pursuant to the Fine Schedule or suspension or entry onto a Lot to correct a violation or other remedy that requires an opportunity for a hearing shall not be imposed until least fourteen (14) calendar days following the Notice of Fine / Suspension Date.
- (d) If appropriate to the case, work on any improvement must cease immediately and may not resume without the express written approval of the Architectural Committee.
- (e) If requested in writing within 14 days of the Notice of Violation, the Lot Owner has the right to request a hearing by the Covenants Committee prior to any fine or suspension or entry onto the Lot or other remedy that requires that the Association provide the Lot Owner with an opportunity for a hearing before the penalty is imposed.

5. Fine Structure for Failure to Correct

The amount of any fine imposed pursuant to F.S.S 720 shall be **\$50 to \$100** per violation per day up to an aggregate total of \$1,000 for a continuing violation imposed no earlier than fourteen (14) days following the Notice of Fine Date.

The Fine Schedule is further described in Exhibit A, which is meant to serve as a guideline for consistent penalties. However, the Covenants Committee or Board of Directors may vary from the Fine Schedule as it sees fit to adjust for extenuating circumstances or, conversely, aggravating circumstances attendant to any particular case.

Any Violations that are not corrected within 14 days after the initial fine is imposed by the Board after the opportunity for a hearing are subject to continuing daily fines as set forth on Exhibit A.

6. **Hearing**

If the alleged violator requests a hearing within the allotted 14-day period, the hearing shall be held before the Covenants Committee. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction or corrective action 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 such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

7. **Appeal**

Following a hearing before the Covenants Committee, the alleged violator shall have the right to appeal the decision to the Board. To exercise this right, the alleged violator must submit a written notice of appeal to the Association's manager, President, or Secretary within 14 days after being informed of the results of the hearing by the Association's manager or another Board officer or representative.

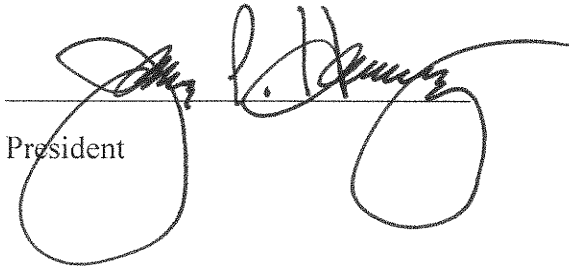
8. **Referral to Legal Counsel**

Where a Violation is determined to exist and is referred to the Board of Directors of the Association pursuant to any of the provisions of this Enforcement Policy and where Management deems it to be in the best interests of the Association, the Board may, at any time during the enforcement process, refer the Violation to legal counsel for action seeking injunctive relief against the Lot Owner to correct or otherwise abate the Violation, or to pursue any other legal or equitable remedy that may be available to the Association.

9. **Repeat Violations**

If a violation of the same nature is repeated within any one (1) year period after the last violation letter was sent, the violation letter process will continue uninterrupted. If a violation of the same nature reoccurs one (1) year or more after the last violation letter was sent, the violation will be considered new and the process starts from the beginning, or first letter.

Adopted by the Board of Directors on this 14 day of November 2011



A handwritten signature in black ink, appearing to be 'J. P. Henry', written over a horizontal line. The signature is stylized with large loops and a long horizontal stroke extending to the right.

President



A handwritten signature in black ink, appearing to be 'E. R. Caldwell', written over a horizontal line. The signature is cursive and somewhat compact.

Secretary

Exhibit A

**VICTORIA PARK DEED VIOLATION FINE
SCHEDULE -**

<u>INFRACTION</u>	<u>Classification</u>		<u>Fine</u>	<u>Frequency</u>	<u>Continuing</u>	<u>Comments</u>
	<u>Std.</u>	<u>Imm.</u>				
Trashcans left out	x		\$100	per occurrence		
Pet off leash	x		\$100	per occurrence		
Failure to pick up after pet	x		\$100	per occurrence		
Signage violation		x	\$100	per occurrence	per day	
Vehicle storage in sight (RV, boat, etc.)		x	\$100	per occurrence	per day	
Landscape maintenance	x		\$100	per occurrence	per day	
Use of unapproved plants	x		\$50	per plant	per day	
<u>Noise</u>						
Loud music, noise not related to construction activity						
coming from construction site	x		\$50		per day	
Barking dog(s)	x		\$100			
Noise disturbance from occupied home	x		\$100			
Uncontained construction debris		x	\$100	per occurrence	per day	
Construction fencing		x	\$100	per occurrence	per day	
Construction materials stored outside disturbance envelope		x	\$100	per occurrence	per day	
Construction activity* prior to final approval		x	\$100		per day	* including staking, fencing, etc.
Post construction/occupancy changes* without final approval		x	\$100	per day plus restoration if change is not approvable		* including pool, paint, materials, et
Dumping off site		x	\$100	and cost of cleanup		plus 20% administrative fee
Damage to common areas (e.g. gates, signs, roads)		x	\$100	and cost to repair/replace		plus 20% administrative fee