THE HAILE PLANTATION WEST ASSOCIATION, INC.
COVENANT ENFORCEMENT RESOLUTION AND POLICY

WHEREAS, Haile Plantation West Association, Inc. ("Association") is governed by that certain Master Declaration of Covenants, Conditions and Restrictions (the "Declaration") and Chapter 720, Florida Statutes; and

WHEREAS, Article XVII, Section 1 of the Declaration states that in the event any person or entity shall violate or attempt to violate any covenants or restriction that it shall be lawful for the Association to prosecute proceedings to enjoin violations; and

WHEREAS, Article VIII, Section 6 of the Declaration states that the Board of Directors has the standing and authority to enforce the Association's Planning Criteria and the decisions of the ARB; and

WHEREAS, Article XV, Section 1 of the Declaration provides for a Covenants Committee; and

NOW THEREFORE, the Board of Directors hereby adopts the following Resolution:

BE IT RESOLVED THAT, from the date this resolution is signed, the Association shall follow the "Summary of Enforcement of Procedures" which is attached hereto and incorporated herein by reference as **Exhibit "A"** and that this resolution shall supersede and replace any prior covenant enforcement policies enacted by the Board of Directors.

BE IT FURTHER RESOLVED THAT, the Association reserves all rights and remedies available to it under its governing documents or Florida law and nothing herein shall be deemed to be a waiver of any such rights.

ADOPTED this 26th day of October, 2022 S.R.

The undersigned hereby certifies that at its duly posted and noticed Board meeting held on October 24th, 2022 S.R. at 6p.m. at Hawkstone Country Club, Gainesville Florida 32608, the foregoing resolutions were approved by a vote of the Board of Directors of the Association.

Sign: Susan M. Reisker

Print: SUSAN M. REISKER
As the President of Haile Plantation West Association, Inc.

Sign: Stuart R Huggard

Print: STUART R HUGGARD
As the Secretary of Haile Plantation West Association, Inc.

Exhibit "A"

Summary of Enforcement Procedures

INSPECTION AND VERIFICATION

The Association, through its Board of Directors ("Board") and Community Association Manager ("CAM") will perform routine inspections of the community to determine violations of the Master Declaration of Covenants, Conditions and Restrictions as amended from time to time (the "Declaration"), Planning Criteria, or other provisions of the Association's Governing Documents (sometimes collectively referred to hereinafter as the "Governing Documents"). An oversight by the Association to identify a violation during inspection does not constitute a waiver of the right to do so thereafter nor imply permission for continued noncompliance.

In addition to the aforesaid routine inspections, the Association, through its Board, the CAM and/or any other authorized agent of the Association may inspect and verify any reports of violations of the Governing Documents coming from any members, i.e. Owners or residents.

Complaints coming from Owners or residents must be in writing and may not be sent anonymously. Contact information of the report Owner or resident must be provided so that, in the event the Board, the CAM, or the Association's legal counsel have questions or concerns regarding the violation, that additional information can be obtained.

VIOLATION PROCESS

1. **First Notice**. In the event of a violation of the Association's Governing Documents, the Association shall provide a courtesy notice ("First Notice") providing thirty (30) days to bring the property into compliance or provide an acceptable action plan to the CAM to resolve the violation. The CAM has discretion to suspend the process if a realistic resolution to a violation is deemed forthcoming.

2. **Second Notice**. In the event that the property does not come into compliance within the time period stated in the First Notice, the Association shall issue a Second Notice ("Second Notice") providing thirty (30) days to bring the property into compliance.

3. **Final Notice**. In the event that the property does not come into compliance within the time period stated in the Second Notice, a Final Notice shall be issued to the property owner that in the event that the property is not brought into compliance within thirty (30) days the matter will be directed to the Covenants Committee for review and evaluation.

Each notice shall contain:

- A description of the violation(s)
- The curative act or actions that must be performed to cure the violation(s).

Covenants Committee. Within fifteen (15) days of the matter being directed to the Covenants Committee, the Committee shall review the matter and decide as to whether the violation is such that a fine may be levied by the board for each day of a continuing violation, with a single additional notice and opportunity for hearing. The fine of $100/day for 10 continuous days, up to $1,000 in the aggregate. 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.

4. If the fining process does not yield the result expected to resolve the violations, the Association BOD's may vote on resolving the issue by either Self-Remediation or it will be directed to the Association's legal counsel for further enforcement efforts. No notice shall be provided to the homeowner regarding this decision. The criteria for self-remediation or attorney enforcement are as follows:
   a. Self - Remediation is where the association will follow the Master Declaration of Covenants, Conditions, and Restrictions page 20, Article IX Exterior Maintenance. In short, the HPWA Board of Directors will furnish fifteen (15) days prior written notice to the Owner that unless certain specified repairs or maintenance are commenced within said fifteen (15) day period and thereafter diligently pursued to completion, the Association may procure said repairs and charge same to the Owner. Upon the failure of the Owner to act within said period of time and to pursue repairs or maintenance thereafter diligently, the Association shall have the right to enter in or upon any Parcel and the exterior of any improvements thereon, or to hire personnel to do so, to make such necessary repairs, or maintenance as is specified in the written notice. All costs to remediate are charged to the Owner in the form of an individual assessment.
      i. Self - Remediation may be the choice over attorney enforcement if:
         1. The Owner is not delinquent on quarterly homeowner fees by more than one quarter.
         2. The Owner is not in foreclosure (whether mortgage foreclosure or lien foreclosure) or expected to enter foreclosure.
         3. The work to remediate would not exceed $2,000 (or some other amount to be determined by the Board of Directors from time to time) to cure the violations in one or multiple episodes of remediation (ex. Cutting grass weekly) for a defined period of time (ex. 3 months).
         4. There are no structural fixes required.
         5. The violations are visible from the street.
         6. Other factors may be considered by the HPWA BOD to determine the best course of action.
         7. If the defined period of time expires, the BOD may vote to extend the period of self-remediation or move to Attorney Enforcement.
   b. Attorney Enforcement as fully described in the following paragraphs may be the choice if:
      1. There are structural fixes required.
      2. The work to close the violations in a single episode exceeds $2,000.
      3. The home is in or expected to go into mortgage or lien foreclosure.
      4. Other factors may be considered by the HPWA BOD to determine the best course of action.

Pursuant to Article XVII of the Declaration, the Association's remedies to address violations are cumulative of all other remedies contained in the Association's Declaration or Florida law. As such,

nothing contained in this Policy shall be construed to require the Association to elect one form of enforcement over another as the Association maintains its right to determine which remedy is best suited for each individual set of circumstances.

ATTORNEY ENFORCEMENT

If the Covenants Committee determines that the violation(s) on the property still exist and that therefore the matter must be sent the Association's legal counsel, it shall notify the Association's CAM who shall send the matter to the Association's legal counsel. The Association's legal counsel shall then initiate enforcement actions which could include pre-suit mediation and, if necessary, a lawsuit seeking injunctive relief, as defined more specifically below. The Association's legal counsel shall be permitted to seek its attorney's fees from the Owner, or other appropriate parties, in violation of the Association's governing documents at all stages of enforcement.

While the Board of Directors contemplates that the above procedure will be followed for most violations of the Association's covenants and rules, the Board recognizes that certain violations, either based on the egregiousness of the violation or the threat the violation poses to the safety and welfare of the Association, may require the Association to deviate from the procedure above and forward the matter directly to the Association's attorney for legal action or provide less than two notices before sending such violation to the Association's legal counsel. Additionally, based on the specific nature of the violation, the Association's Board of Directors may determine that it is in the best interest of the Association to exercise its self-help rights and assesses the homeowner for the cost of any such efforts in accordance with Article XIII, Section 6 and Article IX, Section 3 of the Declaration. Any such deviations shall not constitute a waiver of the Association's enforcement rights or selective enforcement of this policy.

The above policy and timeframes are intended to be a guideline and all actions are subject to administrative and processing delays. However, any deviation from this policy shall not constitute a waiver of any rights or remedies of the Association.

REPEAT VIOLATIONS

In certain instances, a property may exist in a condition that is a violation of the Association's governing documents for a period of time such that the Association has begun moving forward with the violation process stated herein. Subsequently, the property comes into compliance and the process is suspended. However, at a later date, the property then falls into a state of violation of the same restriction that it was in violation of originally. It is unproductive and unnecessary for the Association to start the process over from the beginning.

As such, in the event a property comes into compliance, and within a reasonable period of time falls into violation of the same provision again, the Association is permitted to resume enforcement proceedings at the same stage that it was at when the property temporarily came into compliance.

The measurement of what constitutes a "reasonable period of time" is difficult to quantify and could vary depending on the type of violation. The Board of Directors has the discretion to determine what constitutes a reasonable period of time within the context of this provision.

STATUTORY OFFER FOR PARTICIPATION IN PRE-SUIT MEDIATION

If a violation persists despite any of the foregoing steps being taken by the Association and the Owner has not otherwise made arrangements with the Association to cure the violation(s), the Association, through its legal counsel, shall send a correspondence offering to participate in pre-suit mediation to the Owner pursuant to Fla. Stat. § 720.311 prior to the initiation of filing a lawsuit. The Owner must respond to the Statutory Offer for Participation In Pre-Suit Mediation within twenty (20) days of it being sent as set forth therein. If the Owner elects to participate in pre-suit mediation, such mediation must occur within ninety (90) days of the correspondence being sent unless the Association and Owner agree to a later date. The Association shall not be required to issue the Statutory Offer for Participation in Pre-Suit Mediation if the violation is, pursuant to the Board of Director's reasonable discretion, one that threatens the safety of the community.

PRE-SUIT MEDIATION:

Pre-suit mediation consists of meeting between the Association, its legal counsel, the Owner and a mediator. Owners may have an attorney accompany them if they so choose. The purpose of the mediation is to find a workable solution that both parties can agree to. In the event a resolution is reached a signed settlement agreement is entered into by both parties to memorialize the agreement.

DECLARATORY ACTION AND INJUNCTION AGAINST OWNER

If no response is received to the offer for pre-suit mediation, the Owner declines to participate in pre-suit mediation, or the pre-suit mediation ends in an impasse, the Association may elect to initiate a legal action against the Owner for, among other things, a declaration of its rights under Florida law and the Governing Documents and for an injunction against the Owner to require compliance with Florida law and the Association's Governing Documents.