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**A RESOLUTION BY UNANIMOUS WRITTEN CONSENT OF THE
BOARD OF DIRECTORS
OF THE
TRIBUTARY HOMEOWNERS ASSOCIATION, INC.
ADOPTING A VIOLATION AND ENFORCEMENT POLICY**

The undersigned, being all of the Board of Directors (the “Board”) of the Tributary Homeowners Association, Inc. (the “Association”) do hereby unanimously consent to the following resolutions and approve of all actions specified or contemplated here:

WHEREAS, the Association is charged with the operation of the Tributary community pursuant to the Declaration of Covenants, Conditions and Restrictions for Tributary (the “Declaration”) and the enforcement of the Governing Documents and Rules of the Association; and

WHEREAS, the Association is authorized to exercise all powers necessary or desirable to perform its obligations, including the authority to establish processes and procedures relating thereto; and

WHEREAS, in furtherance of its obligations relating to operation of the community and enforcement of the Governing Documents of the Association, the Board desires to adopt a uniform policy to address violations of the Governing Documents; and

WHEREAS, Article V, Section 10 of the Bylaws of the Association provides that any action to be taken or which may be taken at a Board meeting may be taken without a meeting if all Directors sign a consent in writing, setting forth the action so taken.

BE IT HEREBY RESOLVED THAT:

1. The Board hereby adopts the Violation and Enforcement Policy attached hereto.
2. The Violation and Enforcement Policy adopted herein shall supersede any and all prior violation and enforcement policies as may have been adopted by the Board, and shall remain in full force and effect unless and until superseded by subsequent resolution of the Board.
3. The undersigned, by affixing their signatures hereto, do hereby consent to, vote in favor of, and approve the foregoing Resolution in their capacity as all of the Board of Directors of the Association.
4. This Resolution may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. A signed copy of this Resolution transmitted electronically or by facsimile shall have the same force and effect as an original.



Approved by the Tributary Homeowners Association, Inc. Board of Directors on this 17th day
of August 2023.

DIRECTORS:

MIKE TAYLOR

GREGG KERN

LIAM O'REILLY



**TRIBUTARY HOMEOWNERS ASSOCIATION, INC.
VIOLATION AND ENFORCEMENT POLICY**

Effective August 17, 2023

Every Member, occupant, tenant and visitor to a Lot or the Common Areas is obligated pursuant to Chapter 720, Florida Statutes, and Article XIV of the Declaration of Covenants, Conditions and Restrictions of Tributary recorded at Official Records Book 2377, Page 107, of the Public Records of Nassau County, Florida, as amended (the “Declaration”), to comply with the Governing Documents of the community and Rules of the Association. The Association, by and through the Board of Directors, has the authority to enforce the Governing Documents, and develop further Rules and policies governing same. Accordingly, the Board of Directors has adopted this Violation and Enforcement Policy by which instances of non-compliance and violation of the Governing Documents shall be handled.

“FRIENDLY REMINDER”/ FIRST NOTICE OF VIOLATION: The Association shall cause to be issued a “Friendly Reminder” to the Member (and the tenant, if applicable) stating the nature of the violation and relevant provision(s) of the Governing Documents that has been violated, advising the course of action that must be taken by the Member and/or tenant to cure the violation, and the requirement that the violation be cured within seven (7) days (“Initial Cure Period”). The Friendly Reminder shall constitute the Member/tenant’s official “First Notice” of a violation. The First Notice will be mailed by regular first-class United States mail to the Member at the Member’s mailing address or electronic mailing address (as applicable to those Members who have consented to receipt of notice by electronic transmission) as designated in the Association records by the Member. If the Member has not consented to receipt of notices by electronic transmission and/or has not designated another mailing address for receipt of notices, the First Notice will be mailed to the property address.

SECOND NOTICE OF VIOLATION: If the violation is not cured within the Initial Cure Period, the Association shall cause a second notice (“Second Notice”) to be mailed to the Member (and tenant, if applicable). The Second Notice will notify the Member and Member’s tenant that the matter will be turned over to the Association’s attorney for enforcement action should the violation not be cured within seven (7) days after the date of the Second Notice (“Final Cure Period”). The Second Notice shall be mailed and/or delivered in the same manner as the First Notice.

ATTORNEY/LEGAL ACTION: In the event the non-compliance of a Member or Member’s tenant continues following the expiration of the Final Cure Period as provided in the Second Notice, the matter will be turned over to the Association’s attorney to pursue enforcement through means of such legal remedies as may be available to the Association pursuant to the Declaration, Chapter 720, Florida Statutes, or such other applicable law. Legal remedies may include any statutorily required mediation, the filing of an action at law or in equity, or both, against the Member and/or any tenant of the Member, or injunctive relief. In the event the Association prevails in any such action, the Association will be entitled to recover from the Member or Member’s tenant its reasonable attorney fees and costs incurred in connection with the action. Once a matter has been turned over to the Association’s attorney, all communications by or to a Member and/or such Member’s tenant shall be through the Association’s attorney.

Notwithstanding the foregoing, the Association reserves the right to pursue self-help as permitted under the Declaration or law and/or seek Injunctive Relief at any time, without first providing the notices prescribed hereunder, to abate any violation on a Lot that the Association, through its Board of Directors, determines in its sole and absolute discretion, constitutes a risk to the health, safety or welfare of persons, or is necessary to avoid potential injury or damage or unreasonable inconvenience to other persons or their property.