

VIZCAYA MASTER HOMEOWNERS' ASSOCIATION, INC.
COVENANT ENFORCEMENT RESOLUTION

WHEREAS, Vizcaya Master Homeowners' Association, Inc. ("Association") is governed by that certain Master Declaration of Covenants, Conditions, and Restrictions for Vizcaya (the "Declaration") as originally recorded in Official Records Book 6094, Page 2377, et sec, in Orange County, Florida, and as amended and Chapter 720, Florida Statutes; and

WHEREAS, Articles VIII and XV of the Declaration provide that the Association has the responsibility to enforce the provisions of the Declaration;

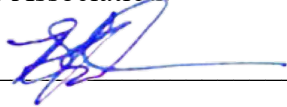
WHEREAS, Article IX, Section 1 of the Declaration states that in the event of a violation or failure to comply after written notice, the Association can enter the Owner's Lot for the purpose of undertaking such acts as may be reasonably necessary to cure or eliminate the violation; and

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 procedure that 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.

The undersigned hereby certifies that at its duly posted and noticed Board meeting held on August 1, 2026, the foregoing resolution was approved by at least a majority vote of the Board of Directors of the Association

Sign and date:  8/1/26

Print: Benjamin Kaplan
As the President of Vizcaya Master Homeowners' Association, Inc

Sign and date:  8/1/26

Print: Sergio Divine
As the Secretary of Vizcaya Master Homeowners' Association, Inc

Exhibit “A”

Covenant Enforcement Procedure

INSPECTION AND VERIFICATION

The Association, including its Community Association Manager (“CAM”) and any other authorized agent of the Association, will perform routine inspections of the community to determine violations of the Master Declaration for Vizcaya as amended from time to time (the “Declaration”), Rules and Regulations and Vizcaya Planning Construction and Development Criteria and other provisions of the Association’s Governing Documents (sometimes collectively referred to hereinafter as the “Governing Documents”). Any oversight by the Association in not identifying a violation during inspection does not constitute a waiver of the right to enforce compliance thereafter nor imply permission for continued noncompliance.

In addition to the aforesaid routine inspections, the Association may inspect and verify any reports of violations of the Governing Documents coming from any Members, as that term is defined by the Master Declaration.

Complaints reported by Members must be in writing and may not be sent anonymously. Contact information of the reporting Member must be provided so that, in the event the Association has 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 Governing Documents, the Association shall provide written notice (“First Notice”) providing fourteen (14) days from the date of the letter to bring the property into compliance or provide an acceptable action plan to the CAM to resolve the violation. The Association has discretion to suspend the enforcement process if a realistic resolution to a violation is provided by the Owner.
2. **Second Notice.** In the event that the violation is not cured after the First Notice, the Association shall send a second notice (“Second Notice”) providing an additional fourteen (14) days from the date of the letter to bring the property into compliance or provide an acceptable action plan to the CAM to resolve the violation. The Association has discretion to suspend the enforcement process if a realistic resolution to a violation is provided by the Owner.
3. **Final Notice.** In the event that the property does not come into compliance within the time period stated in the Second Notice, the Association shall issue a Final Notice (“Final Notice”) sent by certified mail and first-class mail providing an additional fourteen (14) days from the date of the letter to bring the property into compliance.
4. **Self-Help Notice.** In the event that the property remains in noncompliance after the Final Notice, the Association can opt to cure the violation by undertaking the required maintenance, repairs or removal of unauthorized improvements or modifications after providing no less than fifteen (15) days’ notice to the Owner about entry onto the Owner’s Lot. The Association shall assess all costs and expenses incurred in correcting the violation against the Owner as an Individual Assessment, which is hereby authorized by the Board. The Individual Assessment shall be paid

within thirty (30) days of written notice of the amount due. The Association shall collect the unpaid Individual Assessment in the same manner as regular assessments as set forth in Article VII of the Declaration and applicable law. The Association can opt to exercise its self-help remedy prior to turning the matter over to the Association's legal counsel, or afterwards. The Association may, but is not required to, perform self-help for any and all violations.

5. **Parking Violations.** As hereby authorized by the Board, vehicles that are parked in violation of the Governing Documents or otherwise are subject to immediate towing without prior warning or notice, including the First, Second, Final or Self-Help Notices of paragraphs (1) to (4) above.

ATTORNEY ENFORCEMENT

If one or more violations on the property exist after the Final Notice, and are not cured by the Association by self-help or otherwise, the matter will be sent to the Association's legal counsel for enforcement. The Association's legal counsel shall then initiate enforcement actions that can include sending a final demand, pre-suit mediation and, if necessary, a lawsuit seeking injunctive relief, as defined more specifically below.

All attorney's fees and costs charged by the Association's legal counsel in connection with enforcing violations will be charged to the Owner (for example, as an Individual Assessment, which is hereby authorized by the Board) or to other appropriate parties. The Association and/or its legal counsel shall be permitted to seek and collect the attorney's fees and costs from the Owner or other appropriate parties.

While the Association contemplates that the above procedure will be followed for most violations of the Governing Documents, the Association 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 legal counsel for legal action or provide less than two notices before sending such violation to the Association's legal counsel.

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 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 Association 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 § 720.311, Fla. Stat., 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 Association’s reasonable discretion, one that threatens the safety of the community.

PRE-SUIT MEDIATION:

Pre-suit mediation consists of a 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 Governing Documents.

BOARD SUSPENSIONS FOR NON-PAYMENT OF MONETARY OBLIGATIONS

1. If an Owner is more than ninety (90) days delinquent in the payment of any fee, fine, or other monetary obligation due to the Association, the Board may vote to suspend the rights of the Owner, their tenant, guest or invitee, to use the common areas and facilities until the fee, fine or other monetary obligation is paid in full. The Board will vote on this suspension at a duly noticed Board meeting. If the Board approves the suspension by a majority vote, the Board will send Notice to the Owner about the Board’s decision to suspend use rights.

2. Further, if an Owner is more than ninety (90) days delinquent in the payment of any fee, fine, or other monetary obligation due to the Association, the Board may vote to suspend the voting rights of the Owner until the fee, fine or other monetary obligation is paid in full. The Board will vote on this suspension at a duly noticed Board meeting. If the Board approves the suspension by a majority vote, the Board will send Notice to the Owner about the Board’s decision to suspend the Owner’s voting rights.