

TIVOLI WOODS VILLAGE B HOMEOWNERS ASSOCIATION, INC.
FINING AND SUSPENSION COMMITTEE CHARTER

WHEREAS the By-laws of the Tivoli Woods Village B Homeowners Association, Inc. (“Association”), empowers the Board of Directors (“Board”) to form and appoint Committees of the Association; and,

WHEREAS the Board desires to appoint a Fining and Suspension Committee (“Committee”) to assist in preserving the appearance and quality of life within Tivoli Woods Village B Homeowners Association, Inc., while empowering Owners to assist in maintaining community standards. This Fining and Suspension Committee Charter (“Charter”) governs the operations of the Committee as established by the Board. This Charter shall operate pursuant to Chapter 720 Florida Statute [2024], and as amended from time to time, and should a term or provision in this Charter conflict with the requirements of statute, statute shall prevail as the operative terms; and,

WHEREAS the Committee is expected to gain a detailed understanding of the Association’s governing documents and this Charter, and shall be responsible for the following:

1. Serving as the hearing tribunal of the Association for addressing matters relating to community standards or violations of the Declaration of Covenants, Conditions, Restrictions and Easements (“Declaration”), By-laws, Design Guidelines, Policies, and Rules and Regulations; and,
2. Approving or disapproving fines and/or suspension of use rights as recommended by the Board in accordance with the procedures approved by the Board, Florida Statute and this Charter.

NOW, THEREFORE BE IT RESOLVED that a Fining and Suspension Committee shall be established, and that the following be adopted and implemented for said Committee.

(Membership)

AND BE IT FURTHER RESOLVED that the number of Members on the Committee (“Committee Member”) shall be no less than three (3) and no more than five (5) and shall consist solely of Tivoli Woods Village B Owners and Residents.

AND BE IT FURTHER RESOLVED that the Board shall appoint all Committee Members. No individual may serve on the Committee unless they have been appointed to the Committee by the Board. In addition, the following terms and conditions apply:

1. All Committee Members shall be Owners or Residents in good standing, may not have any open violations that are the subject of a pending pre-suit mediation demand or related litigation, and must be current in all the Lot/Unit Owner’s financial obligations to the Association; and,
2. Per the operative statute, Committee Members shall not be Board members, Officers,

Directors or Employees of the Association; or the spouse, parent, child, brother, or sister of an officer, director, or employee, or member of household of a current Board members; and,

3. Only one (1) Owner or Resident per Lot/Unit may serve on the Committee at any given time, unless if otherwise the Committee would have less than three (3) Committee members; and,
4. The Committee may recommend new Committee Member(s) to the Board, if a majority of Committee Members approve the Recommendation and the Recommendation is submitted to the Board in writing as required by this Charter. The Board is not obliged to appoint the recommended new Committee Member(s) but will give great consideration to such Recommendation; and,
5. Any Committee Member may resign at the Committee Member's sole discretion and will be deemed effective upon delivery of the Committee Member's written resignation, and any Committee Member may be recommended to the Board for removal upon an affirmative vote of the Committee; and,
6. The Board may remove a Committee Member for any reason, including without stated cause, or for cause, such as nonparticipation, nonattendance, disruptive behavior, actions contradictory to the best interests of the Association, divisive actions in nature against the Association, or any action the Board deems inappropriate. Nonattendance is defined as follows: missing two (2) consecutive Committee meetings receives a warning from the chairperson ("Chair"); missing three (3) consecutive meetings is grounds for the Chair to recommend removal from the Committee to the Board, or (4) should the Committee member become delinquent or is the subject of a pre-suit mediation demand letter or litigation with the Association.

AND BE IT FURTHER RESOLVED that Committee Members shall not be paid in cash or kind any valuable consideration for their Committee services.

AND BE IT FURTHER RESOLVED that the members of the Committee shall serve in an advisory capacity to the Board. The Committee is not authorized to spend, commit or encumber the funds of the Association on behalf of the Association, the Community Association Manager or the Board. The Committee is not authorized to take any action independent of the Board unless the action is specifically assigned herein or by subsequent Board resolution or by Florida Statute.

(Committee Terms of Service)

AND BE IT FURTHER RESOLVED that Committee Members serve at the will of the Board and have otherwise open ended terms of service. Committee members shall serve until such time as they are removed, or their successors are appointed by the Board. Any vacancy shall be filled by majority vote of the Board.

AND BE IT FURTHER RESOLVED that the Committee Chair ["Chair"] shall be appointed by the Board. All Chairs shall serve as Chair for one-year terms with automatic renewal of terms if no other Chair is appointed by the Board. The Chair, or his/her authorized Delegate who must be a current Committee Member, shall preside over all Committee hearings and meetings, ensure that hearings are conducted per this Charter and Florida statute, and ensure that the reporting requirements of the Committee are fulfilled as per this Charter and Florida statute. The Chair, or his/her authorized Delegate, shall be the point of contact with the Board, by and through the Community Association Manager, other organizations or agencies or any other person (whether in person, by telephone, mail or e-mail). No Committee Member shall contact elected or non-elected officials, other organizations or agencies, or any other non-Association Member (whether in person, by telephone, mail or e-mail) concerning Association business unless specifically directed by and with the full knowledge and consent of the Board.

AND BE IT FURTHER RESOLVED that the Chair and the Committee Members may be reappointed by the Board at its full discretion;

(Committee Operations)

AND BE IT FURTHER RESOLVED that the Committee shall conduct its business in the best interest of the Association, comply with the Declaration, By-laws, Design Guidelines, Policies, and Rules and Regulations for the Tivoli Woods Village B Homeowners Association, Inc, and Florida Statute 720, Homeowners' Associations Act [2024], as amended from time to time;

(Committee Hearings)

AND BE IT FURTHER RESOLVED that all hearings of the Committee ("Hearing") shall comply with all other directives in this Charter and the following additional directives:

1. The purpose of the hearing is limited to determining based upon the testimony, evidence or documentation presented during the hearing whether to approve or disapprove the fine and/or suspension penalty recommended by the **Board based upon the Board's position that a violation has occurred**. If the Committee, by majority vote, does not approve a recommended fine or suspension because it finds by majority vote that no violation was proven to have occurred or that the Owner cured the violation in the timeframe permitted by Florida Statute, then the fine or suspension may not be imposed; and,
2. Hearings will proceed in an orderly manner, beginning with the Chair requesting the presentation of the Association's evidence and testimony as its presentation of its case in chief, followed by the Owner's presentation of any defense to the alleged violation or violations, if any. The Association may have an opportunity for rebuttal as it is the party which must carry the burden of proof. During a Hearing, the Committee is required to hear the facts as an impartial body and shall be permitted to ask questions of witnesses.

The Committee shall reach its decision on an alleged violation or violations based only on a review of the oral, visual, audible and written evidence presented during the Hearing process and not upon any outside or independent knowledge. Members of the Committee may not incorporate into the discussion or its decision-making process any first-hand knowledge they have of the alleged violation, including any independent observation of the alleged violation, as doing so would undermine the impartiality and the due process of the hearing process; and,

3. A majority vote by the Committee is required to approve a fine or suspension recommended by the Board. An action to approve or disapprove a recommended fine or suspension is considered an action of the Committee and shall be recorded in writing using the Violation Form provided by the Board of Directors; and,
4. The decisions of the Committee in a Hearing are not to be policy decisions for the Association and shall relate solely to whether, by a preponderance of the evidence submitted during the Hearing process, the Committee approves or disapproves of the fine or suspension recommended by the Board; and,
5. Hearings shall be open to all Owners/Members of the Association, however, there is no open forum and no opportunity to speak unless called by a party to the Hearing as a witness; and
6. No member of the general public, including a non-owner resident, has a right to attend meetings or hearings of the Committee, except that the alleged violator has the right to be represented by an attorney and have witnesses presented; and,
7. Alleged violators, witnesses, the Management, counsel for the alleged violator, and members of the Fining and Suspension Committee shall have a right to be heard when recognized by the Chair or presiding officer of the meeting; and,
8. The Committee reserves the right, in its discretion, to sequester witnesses from the Hearing until such time as they are called to present testimony. However, the Committee Members, the Community Association Manager (or his/her designated representative), Complainant, the alleged violator and counsel shall be allowed to be present during the entire Hearing; and
9. All decisions of the Committee must be announced at the conclusion of the Hearing and prior to the adjournment of the Hearing unless the hearing is continued by consent of the parties [the Association's representative and the Owner] for further evidence/testimony; and
10. Within seven (7) days after the hearing, the Committee shall provide written notice to the Owner or Resident of the Committee's findings related to the fines or suspensions that the committee approved or disapproved, and how the Owner or Resident may cure the violation, if applicable, or fulfill a suspension, or the date by which a fine must be paid, which date shall be stated in the written notice, and not less than thirty (30) days after delivery of the written notice. The Violation Form provided by the Board of Directors shall be used for this purpose; and,

11. Within seven (7) days after the hearing, the Committee's Chairperson shall ensure that a completed Violation Form on each individual case shall be submitted to the Board of Directors.

(Committee Meetings Other Than Hearings)

AND BE IT FURTHER RESOLVED that the Committee shall not be required to meet except to conduct hearings, but when the Board, the Community Association Manager, or Chair deems it necessary to have a non-hearing meeting, the following shall apply:

1. Committee Members shall receive at least two (2) days' notice of the time and place of all Committee meetings, as the hearing has a general 48 hours' notice requirement; however, the Management team will work well in advance to coordinate the Committee member's availability when scheduling a Committee hearing, which Committee members can attend virtually or in person. Such notice may be in person, by telephone, by e-mail or by mail, and quorum and the transaction of business shall consist of a majority of the Committee Members unless otherwise noted in this Charter or subsequent resolution by the Board; and,
2. Every action, decision or recommendation done or made by the Committee at a duly held meeting at which a quorum is present shall be regarded as an action of the Committee. No Committee Member of the Committee may sign a power-of-attorney or proxy to another Committee Member, or non-Committee Member, to participate, act or vote on behalf of the Committee Member in any meeting of the Committee; and,
3. The Committee shall only make Recommendations to the Board regarding administrative procedures, and as provided for or with regards to this Charter, and only if Committee Members have given a majority vote of approval for the Recommendation; and,
4. The Committee shall maintain written minutes and attendance records for all non-hearing meetings, distribute and approve copies of said minutes to the Committee Members at the next Committee meeting, and submit said approved minutes (dated with the Chair's signature) to the Community Association Manager no later than five (5) business days following the meeting. All actions (or decisions) of the Committee shall be recorded in meeting minutes.

(Board Consent, Authorization and Approval)

The undersigned, by affixing their signature hereto, do hereby consent to, authorize and give evidence the Board's approval so stated in his or her capacity as President of the Association for the entire Board of the Directors, as of this 11 day of March 2025.

 - Aida Gonzalez
President

 Dorothy Torres

 B. Buckley

 D. S.