



Fawn Lake Homeowners Association Policies & Procedures

Whereas, Article IV, Section 6 of the Declarations of Covenants, Conditions and Restrictions of Fawn Lake Homeowners Association, Inc. provides the Board of Directors with the power to make and enforce rules and regulations, and

Whereas the Board of Directors for Fawn Lake Homeowners Association Inc., desires to establish formal rules for the processing of violations against the Declarations of Covenants, Conditions and Restrictions of Fawn Lake Homeowners Association, Inc.

Now, therefore, let it be resolved that the following policies and procedures for handling violations supersede all previous policies and procedures and be adopted and adhered to:

APPROVED



President

Secretary

Date

Adopted at a duly noticed Board of Directors meeting held on February 23rd, 2017

Fawn Lake Assessment Collection Policies & Procedures

In accordance with the Fawn Lake governing documents these policies and procedures shall define the standard operating procedures for the Fawn Lake Homeowners Association and their agents with respect to collecting annual assessments.

Fawn Lake Assessments:

Assessments are set forth in Article V of the Fawn Lake Declarations as well as the Florida Statutes under section 720.201 and grants the Homeowners Association the right to collect assessments from each lot or homeowner. These assessments include:

- a. Annual Assessment paid every year and due on January 1st to be used exclusively to promote the recreation, health, safety and welfare of the owners and occupants, including (i) the operation, management, maintenance, repair, servicing, renewal, replacement and improvements of the common area required to be maintained by the Association and the establishment of reserve amounts; (ii) the cost of labor, equipment, materials, management and supervision of the common area required to be maintained by the Association; and (iii) all other general activities and expenses of the Association.
- b. Special Assessments which may be levied in addition to the annual assessment for the purpose of defraying , in whole or in part, the cost of any nonrecurring maintenance, or the acquisition,



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construction, reconstruction, repair or replacement of a capital improvement upon the Common Area required to be maintained by the Association. Special assessments are required to be approved by a majority of the membership at a special meeting duly convened for said purpose.

- c. Specific Assessments, which include any and all accrued, liquidated indebtedness of any Owner to the Association arising under the provisions of this declaration, may be assessed by the association against said owners lot after owner fails to pay within 30 days after written demand.

Assessment Amount

The amount of the Annual Assessment is set by the board of directors when planning the annual budget and is required not to exceed the maximum obligation of the membership based on the total amount of the adopted budget.

Collection of Assessments

Under Florida Statutes 720.3085 and Fawn Lake Declarations Article V, Section 8, the Association is granted the right to pursue outstanding monies owed and to charge interest and services fees on delinquent accounts and to pursue retribution through property lien and foreclosure action.

Collection Procedure

1. All homeowners will be sent via standard mail, a coupon and request for year assessment fees no later than 30 days prior to due date. Payment is due on January 1st, and must be received or post-marked by this date.
2. After 30 days, any homeowner who has not submitted payment in full will be deemed delinquent.
3. A letter from the Management Company will be sent to all delinquent owners with a statement of account and detail the amount owed. The letter will give the owner 30 days to make payment in full before the account is turned over to the attorney for collections. A service charge of \$10.00 will be levied for the first letter, and interest will start to accrue on the outstanding balance.
4. If payment is still not made within 30 days, the account will be referred to the attorney for a statutory Intent to Lien Notice to be prepared. All attorney's fees and costs will be the responsibility of the property owner.
5. The Attorney will automatically lien the property upon expiration of the statutory Intent to Lien notice. When the lien is sent for filing, the attorney will also send the 45 day Intent to Foreclose demand to the owner via certified and regular mail.
6. In accordance with Florida Statute 720.3085(8), if a property is occupied by a tenant and the Unit Owner is delinquent, the attorney may make a written demand that the tenant pay their



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future rent payments to their office, until the delinquent balance is brought current.

7. If still no response or payment is received after 45 days, the attorney will review and recommend the Board of Directors authorize proceeding with foreclosure. Should factors exist that would not make a foreclosure beneficial to the association, the attorney will not request to proceed.
8. The collection of the lien is now the responsibility of MLG, and all homeowners inquiring about their account or payment shall be directed to MLG for handling. All payments must be made directly to MLG.

Payment Procedure

1. Payment options are listed on the request for assessment sent out by the Management Company. Due to potential mail delivery issues, homeowners are encouraged to send payments by "return receipt" mail delivery.
2. Payments will be deemed received based on the US Postal Service postmark date. For any payments received after the due date but postmarked before the due date, the postmark will be treated as the date received. Any penalties, charges, fees or interest accrued against the account will be rolled back calculated based on the postmark date.
3. Any payment received by the Management Company after the account has been transferred to the Association Attorney will be returned to the Homeowner except where received as defined in Item 2.
4. It will be the Homeowner's responsibility to provide proof of payment in the event that the assessment has not been credited against the homeowners account. Valid proof of payment includes: registered and return receipt mail, cancelled checks and credit card statements.
5. Partial payments will be credited towards the Homeowner's account but outstanding balances will be pursued based on standard collection procedures.