

POLICY MANUAL
TABLE OF CONTENTS

Barcode and FOB Deactivation Policy and Time Frame re Delinquencies and Fines

Meadows Collections Guidelines

Collection Policy

Maintenance Surcharge

Rules for Use of Meadows House

Maintenance

Tree Roots

Soffit Material

Multi-Family Maintenance

Doors (Maintenance of Exterior Doors in Multi-Family Units)

Fence Replacements – Lakemont Village

Association/Multi-Family Homeowner Maintenance Responsibilities

Pool Entry and Pedestrian Gate Access

Sales and Leases

Application Fees

Moving In or Out on Sundays, Legal Holidays or Weekdays After 6:30 p.m.

Multiple Listing Lock Boxes

Estoppel Fee

Capital Contribution Fee

BARCODE AND FOB DEACTIVATION POLICY AND TIME FRAME RE: DELINQUENCIES AND FINES

If a member is more than 90 days delinquent in paying any fee, fine or other monetary obligation due to the Association, the Association may suspend the rights of the member or the member's tenant, guest, or invitee, to use common areas and facilities until the fee, fine or other monetary obligation is paid in full.

- Delinquency or fine is reviewed at a properly noticed Board meeting. Upon approval, the Association must notify the parcel owner and, if applicable, the parcel's occupant, licensee, or invitee by mail or hand delivery.
- In the event of a **delinquency**: payment is due five (5) days later. If payment is not received by that date a reminder letter is to be sent.
- Ninety (90) days from the date of that letter if payment has not been received, barcode(s) and pool fob(s) can be deactivated. The Board must ratify each individual suspension.
- In the event of a **fine**: the violator is referred to the Board. If the Board imposes a fine, the violator is sent a letter stating the amount of the fine and giving them the date and time for the Covenants Committee meeting with the date an appeal must be received in the HOA office.
- The Covenants Committee meets each month. If the Committee upholds the fine imposed by the Board a letter is sent the day after the meeting, giving the violator five (5) days to submit payment.
- If payment is not received by that date, a reminder letter is sent.
- Ninety (90) days from the date of the reminder letter, if payment has not been received barcode(s) and pool fob(s) can be deactivated. However, the Board must ratify each individual suspension. The reminder letter will include notice that if the delinquency continues for 90 days then the barcode(s) and pool fob(s) will be deactivated.
- In the event a member has not paid any fine before the date of the annual vehicle registration, was given the appropriate 90-day deactivation notice and has a fine or a delinquency that is more than 90 days' past due, their vehicle(s) registration will not be updated at that time. They will be required to go to the Meadows office and pay the fine and any late fees. MDPOA will then be notified the vehicle(s) may be updated.

MEADOWS COLLECTION GUIDELINES (approved by the Board of Directors April 6, 2009)

The following guidelines are intended to assist Directors of the Meadows *at* Martin Downs Homeowners Association, Inc., in evaluating appeals for mitigation of collection terms/conditions applicable to quarterly assessment(s), fees and/or other payments properly due the Association.

1. Directors shall evaluate a Unit Owner's request(s) to waive any or all collection provisions in the Association's governing documents in a non-adversarial and fair manner. Directors having personal ties or relationships with unit owners delinquent in payment(s), shall recuse themselves from deliberation(s) or voting in such case(s).
2. A Unit Owner's payment history should be taken into account.
3. Unit owner(s) taking the initiative to offer a specific payment plan (specific amounts to be paid by specified dates) shall be viewed more favorably than owner(s) who do not present a specific payment plan for consideration.
4. Suspension of Association demands for accelerated collection of assessments may be granted to Unit Owners offering a payment plan, but the Association reserves the right to accelerate collection(s) if the payment plan is not adhered to.
5. Demand for accelerated collection should be instituted for any Unit owned by a bank, mortgage company, or other financial institution unless advised differently by attorney.
6. FOBs and Barcodes of vehicles registered to Owners whose account is 90 or more days delinquent will be de-activated.

**THE MEADOWS AT MARTIN DOWNS HOMEOWNERS ASSN. INC.
COLLECTION POLICY**

1. Assessments are due on the first day of each quarter (January 1, April 1, July 1, and October 1.)
2. Accounts are considered delinquent if any assessment or fee remains unpaid on the last day of the month in which the quarterly assessment is due (January 31, April 30, July 31 and October 31).
3. Within five (5) days after an account has become delinquent, Management shall mail a "Reminder Letter" to the unit owner allowing them ten (10) days to bring their account current to avoid further charges. This letter shall not only include the amount of the delinquent assessment but also the late fee and interest posted to the account. Late Fees and Interest shall be posted to all delinquent accounts as follows:
 - a. Interest. Interest shall be posted at the rate of 18% per annum (1.5% per month), which shall be posted on the first day of each month commencing with the second month of the quarter in which the delinquency occurred (i.e., if the January assessment is delinquent, then interest will start to accrue as of February 1).
 - b. Late Fee. A late fee of \$25 or 5% of the quarterly assessment, whichever is greater, shall be posted. Currently the Association posts a late fee of 5% of the quarterly assessment and late fees are posted on a quarterly basis (February 1, May 1, August 1 and November 1).
4. Once the ten (10) day deadline has expired, a second letter will be sent both regular and certified mail (return receipt requested) to all owners who remain delinquent. Management shall post the mailing cost to the account as well. This letter shall advise the owner that if the account is not brought current within ten (10) days of the date of the letter, it will be turned over to the Association's legal counsel for further collection efforts, including but not limited to acceleration of all quarterly assessments for the remainder of the fiscal year and recordation of a lien against the Unit which will result in the Owner being responsible for additional attorney fees on the account.
5. When the date for notice for payment expires, Management shall turn the account over to legal counsel for collection proceedings.

Upon turning over an account to legal counsel, Management shall provide legal counsel with a completed Collections Request Form indicating that the account is being turned over for a demand letter for accelerated assessments, with automatic lien and automatic foreclosure proceedings. In addition, an accounts receivable history and copies of all correspondence sent or received for the account will be forwarded to legal counsel.

6. Upon receipt of all required information, legal counsel will send a demand letter explaining to the Owner that the account has been accelerated and that if full payment, including attorney fees, interest, postage and late fees is not received by legal counsel within forty-five (45) days (required by statute) of the date of legal counsel's letter, a lien will be recorded against the Unit. Such notice will be sent by both regular and certified mail, return receipt requested.

* Once the account is turned over to legal counsel for collection, neither Management nor any representative of the Association will communicate directly with the delinquent owner about the delinquency. Any monies and/or communication regarding payment proposal should be processed through legal counsel.

* While an account is pending with legal counsel, interest and late fees will continue to accrue.

7. Partial payments must be accepted. Partial payments should be accompanied by a payment proposal, which may be accepted or rejected by the Board. Once accelerated payment of assessments has been initiated, and inasmuch as partial payments must be accepted, the Board may waive acceleration if the Unit Owner submits a payment proposal, bringing the delinquent account current. The payment proposal may be accepted or rejected by the Board.
8. Unless otherwise instructed in writing by the Board, upon expiration of the forty-five (45) day time frame in the demand letter, legal counsel will automatically lien the property if full payment or an acceptable payment plan has not been received. At that time, legal counsel will advise Management to post the lien fee to the account and send legal counsel an updated account ledger.
9. Once a lien has been prepared, a copy of the lien and a notice thereof will be sent to the Owner, informing the Owner that if the account is not brought current within forty-five (45) days of the date of such notice, the Association will take additional legal action.
10. Once the forty-five (45) day time frame set forth in the notice described in Paragraph 8 expires, legal counsel will order a Foreclosure Title Report and proceed immediately to foreclose the lien, unless, based upon the title report, legal counsel believes such action is not in the best interest of the Association. In such case, legal counsel shall send the Board an explanation why foreclosure proceedings are not recommended and recommend an alternate course of action.

MAINTENANCE SURCHARGE

Homeowners who fail to maintain their property in compliance with the Association's Rules and Regulations will be charged an administrative surcharge when the Association is required to make arrangements to have the work done for the homeowner.

RULES FOR USE OF THE MEADOWS HOUSE

Procedures:

- A resident of The Meadows may request use of The Meadows House for a private function by making application at least three (3) weeks prior to the event. A private function is defined as a group comprised of invited guests of a Meadows' resident. The Meadows House may also be used for non-profit affairs. Private business meetings and/or profit-making enterprises are not permitted.
- A usage fee of \$100 plus a refundable security deposit of \$100 must accompany the application. Checks are to be made payable to "The Meadows HOA." A minimum of \$300,000 liability insurance is required for a private party. A Certificate of Insurance must be submitted along with the application.
- The applicant must be in attendance at all times during the event. He or she must report all accidents, emergencies, carpet damage, furniture or building damage which may have occurred to the Property Manager immediately or by the following workday. The applicant is responsible for the care of the building and is liable for any and all damages which may occur during its use. An inspection of the building, with the applicant present, will be made both before and after the event. The security deposit refund will be made contingent upon a satisfactory inspection. Exceptions must be approved by the Board.
- The key to The Meadows House is to be procured from the office either on the weekday of the event or on Friday if on a weekend. It must be returned on the first business day following the event.

Rules:

- No alcoholic beverages are allowed except at Board sponsored functions
- The total number of occupants shall not exceed 80 persons
- Smoking is not permitted inside the building at any time
- Teenage guests and other youngsters must have adult supervision at all times
- The building must be cleaned and all trash removed immediately following the event
- Chairs and tables should be placed in original storage in a tidy fashion
- All lights should be turned off and all doors locked

MAINTENANCE

TREE ROOTS

Each of these housing units has a property line which shows the perimeter of the property owned by the Homeowner.

Some frontal areas of the property owned by the Homeowner are commonly maintained by our Homeowners Association.

If the roots of a tree on the commonly maintained but Homeowner owned area damages water lines, the Homeowner is responsible for the cost of repair(s) from the meter to the house.

Martin County Utilities is responsible for the cost of repairs up to and including the meter. From the street to the top of the drop.

Tree root damage to water lines on common property is to be repaired at Homeowner Association expense.

Trees located on commonly maintained property* may be trimmed by the Association from time to time. Tree roots on private property and on commonly maintained private property are the responsibility of the homeowner.

*Commonly Maintained Private Property shall mean that portion of the Private Properties that are covered by agreement with the Association for the maintenance of that lot portion which is to be maintained by the Association.

SOFFIT MATERIAL

If the entire soffit is being replaced, "HardiSoffit Panels" is the material to be used.

MULTI-FAMILY MAINTENANCE

DOORS (MAINTENANCE OF EXTERIOR DOORS IN MULTI-FAMILY UNITS)

Exterior doors on multi-family units have been rotting from the inside due to condensation. Where an exterior door has been repaired more than once and in the judgment of the Property Manager can no longer be effectively repaired and/or it is no longer cost efficient to continue to repair the door, the door must be replaced. Multi-family unit owners will be responsible to replace the door at their own expense.

FENCE REPLACEMENTS – LAKEMONT VILLAGE

In Lakemont Village, when needed, the wooden fences which were part of the original structure may be (a) repaired or replaced; (b) replaced with a plastic/vinyl fence attached to the screened enclosure; or (c) removed.

Note: See also ARC Guidelines for further clarification

ASSOCIATION/MULTI-FAMILY HOMEOWNER MAINTENANCE RESPONSIBILITIES

This policy statement defines the Association's and Multi-Family Homeowner's responsibilities with regard to repairs or maintenance of the following:

HOMEOWNER RESPONSIBILITIES:

- If a homeowner's added structure or improvement impedes or obstructs the Association's ability to perform its maintenance responsibility on the original structure, then the homeowner or his successors will be responsible for temporarily removing and replacing the added structure or improvement to permit the Association to perform its work or pay the Association for any additional costs it may incur to perform the work.
- It is the Homeowner's responsibility to maintain and repair electrical circuitry to the ground fault interrupter electrical outlets, including the outlets mounted on exterior walls.
- It is the Homeowner's responsibility to maintain and repair exterior hose bibs and the underground water supply piping from the Martin County street valve to the Homeowner's home
- Door hinge replacements are the responsibility of the Homeowner.
- It is the Homeowner's responsibility to maintain and repair garage door motors, rollers and track system.
- With regard to the above five items, the Homeowner must bear the cost of any repairs to areas maintained by the Association if it is determined the cause of such damage was through the Homeowner's misuse or neglect.

ASSOCIATION RESPONSIBILITIES:

The Association's responsibilities for maintenance on multi-family units are defined as follows:

- It is the Association's responsibility to maintain security light fixtures in Lakemont Village and on the Sun Terrace units in Ridgewood Village. It is the Homeowner's responsibility to maintain and replace light fixtures mounted on homes other than the security lights in Lakemont and the Sun Terrace units in Ridgewood Village.
- Changing of light bulbs on any home is the Homeowner's responsibility, except for security lights on Sun Terrace and Stamford models that are activated by photocells.
- Pressure cleaning of building exteriors and walks on a village basis when scheduled by the Association. On Capri models, Homeowners are encouraged to perform intermittent cleaning between scheduled pressure cleaning of buildings.
- Painting of building exterior on a village basis when scheduled by the Association.
- Maintenance of shrub beds and lawns around entire perimeter of building, excluding interior of patio area. On Capri models, landscape maintenance will be performed to front door only. Irrigation maintenance by the Association is the same as defined by landscaping. The Association is responsible for all common grounds around lakes.
- The Association will repair (not replace) when necessary, gutters and down spouts, window frames, exterior doors and frames and related caulking. The Homeowner is responsible for glass breakage, window mullions, screens, window screen frames, cleaning and lubricating of window and sliding door tracks, adjusting sliding doors, and cleaning and lubricating steel hinges on entrance door swinging to exterior.
- The Association will maintain wood fences and patio screen enclosure frames only if an integral part of the building design built by DiVosta. The Association has no responsibility to maintain enclosure frames installed as options or by the Homeowner after occupancy. The Association has the right to trim back shrubs to properly maintain wood fences. The Association has the right to charge Homeowners for the additional cost to maintain fences where Homeowners have installed climbing vines, clinging shrubs, and screened enclosures attached to, or in close proximity to the wood fences, all of which hinder maintenance.

POOL ENTRY AND PEDESTRIAN GATE ACCESS

The Meadows Key FOB System is an electronic access control system which utilizes a round Key FOB about the size of a quarter. The system is owned and administered by The Meadows Office staff and is intended for the private use of its residents. The system currently controls access to the front pedestrian gate and the pool area based on the following guidelines:

- Two Key FOBs are provided to each residence free and are intended for the sole use of the occupants of that resident, their immediate family, and any guests who may be staying with them.
- A Key FOB must not be given or shared with anyone who does not meet the occupant requirement listed above.
- The pool and all other Meadows amenities private facilities and are not intended for public use.
- Any resident who has a local guest visiting the pool must accompany that guest during their entire visit. Homeowners who violate these rules, including but not limited to, providing local guests with FOBS or providing local guests access to the pool and then not accompanying those guests for the guest's entire visit to the pool, may be fined and may have their FOB privileges suspended pursuant to §720.305, Florida Statutes, as amended.
- If a Key FOB is lost, it must be reported to the Meadows Office. Once removed from the system, a replacement Key FOB will be issued for a \$50.00 fee.
- Homeowners are provided with two (2) FOBS free of charge. When a Unit is sold, owners must return their FOBS to the Association on or before the closing date. If they do not, the homeowner will be charged \$50 for each FOB not returned. Current and future Homeowners will be provided two (2) FOBS per household at no charge.
- Tenants must acquire FOBS from their landlord. FOBS will not be issued to tenants by the Association. will acquire a FOB(s) from their landlord. The FOB must be used to gain access to the pool area and pedestrian gate.
- Homeowners may purchase additional FOB(s) for \$50 each (non-refundable). ~~and must provide a reason for the request.~~
- ~~FOB(s) can be passed on to new owners/tenants.~~ The code on the FOB(s) can be reassigned by the office at no cost to the owners.
- If lost, the office should be notified and there will be a \$50 charge for a replacement.
- FOB(s) deemed to be defective or damaged due to wear will be replaced at no charge.
- New homeowners and tenants shall be provided 2 FOBS per household at no charge.

SALES AND LEASES

APPLICATION FEES

In order to save on income tax as it relates to The Meadows at Martin Downs Homeowners Association, Inc., we have been advised that application fees for prospective purchasers or tenants should be collected in the form of a check from the CURRENT unit owner, as opposed to a check from the prospective purchaser or tenant. It makes no difference to the Association whether the prospective purchaser or tenant were to reimburse the current owner.

All application fees for the sale or lease of a unit are to be paid by the Current unit owner.

MOVING IN OR OUT ON SUNDAYS, LEGAL HOLIDAYS OR WEEKDAYS AFTER 6:30 P.M.

Upon notification of violation, a letter is sent to the violator referring them to the Board, advising a fine could be imposed, and giving the date/time/place for appeal to Covenants Committee.

MULTIPLE LISTING LOCK BOXES

A Homeowner whose home is on the market through a multiple listing service should notify the Association. The listing broker or his designee, defined as another licensed realtor, will be allowed access to the property where a lock box has been placed on the home.

ESTOPPEL FEE:

The Association's estoppel fee is increased to \$250 for a regular estoppel request. Pursuant to §720.30851, Florida Statutes, the Association will charge an extra fee for a "rush estoppel" and an extra fee for the preparation of an estoppel for an account that is delinquent. Currently, those extra fees are \$100 for a rush estoppel and \$150 for the preparation of an estoppel for an account that is delinquent. Such fees may be changed by the Board from time to time as long as they do not exceed the maximum amounts permitted by §720.30851, Florida Statutes.

CAPITAL CONTRIBUTION FEE:

Pursuant to Article VII, Section 2(h) of the Amended and Restated Declaration of Covenants and Restrictions, a Capital Contribution Fee of \$500 shall be paid by the buyer each time a unit is purchased within the Meadows.