



Unparalleled Property Services

**A Resolution of the (Cypress Falls at the Woodlands) (the
“Association”) Adopting a Uniform Policy for
The Payment and Collection of Assessments**

WHEREAS, the collection of assessments (“Assessments”) from members of the Association (the “Owners”) is essential if the Association is to be able to meet its financial obligations;

WHEREAS, Owners who do not timely pay their Assessments place the Association in a difficult financial position;

WHEREAS, the Association’s authority to collect Assessments comes from the Association’s governing documents (the “Governing Documents”) and the applicable Florida Statutes;

WHEREAS, the Association’s board of directors (the “Board”) is granted the authority to act on behalf of the Association in the collection of Assessments;

WHEREAS, a uniform and strictly enforced policy for the payment and collection of Assessments will help reduce delinquencies and facilitate and expedite the collection of any such delinquencies by the Association; and

WHEREAS, the Board deems it to be in the best interests of the Association to adopt a uniform and systematic procedure for the payment and collection of Assessments and for dealing with delinquent Owners in a timely manner.

BE IT RESOLVED, that the following Assessment and Payment Collection Policy (the “Policy”) be adopted by the Association in its entirety.

Assessment and Payment Collection Policy

A) Payment Procedures

Regular Assessment amounts are determined at the time the Association’s annual budget is approved. All coupons, statements, invoices or reminder letters are provided by the Association as a courtesy to Owners. The Association’s failure to provide these items does not relieve the Owners from their obligations to pay their Assessments in a timely manner.

The Association, in conjunction with its management agent, Castle Management LLC (“Castle”), will accept payments of Assessments from Owners in the following ways:

1. Payment by Check. The Association will utilize the services of a lockbox for the collection of Assessments (the “Lockbox”) for Owners who wish to pay their Assessments by check. Checks must be mailed directly to the Lockbox designated by the Association. Payments by check cannot be processed on-site by the Association and will be forwarded to the Lockbox

for processing if delivered to the Association's on-site office. Each payment by check should be accompanied with a coupon and reflect the Owner's complete home address (including unit or apartment number if applicable). Owners should limit one payment and one coupon per envelope and should not enclose any written correspondence or notes in the payment envelope. Owners who choose to pay using their individual bank's online bill payment service should enter their individual account number in the "Memorandum" section of the check and the payment should be programmed to be sent on or before the applicable due date to allow time for the processing of the check prior to the date the payment would be considered late.

2. Payment through Castle's "AUTOPAY" Program. Owners can enroll in **Castle's "AUTOPAY" Program** ("Autopay") which provides for the direct debit of Assessments from an Owner's designated bank account. Interested Owners can go to Castle's website, www.castlegroup.com, select "Resident Services/Manage Autopay", and enter the requested information to enroll in Autopay. There is no charge to the Owner (or the Association) for utilizing Autopay.
3. Payment by Credit Card or One-Time ACH Payments. This option is available only if the Association has contracted with Castle to provide "Web Services". If the Association has contracted with Castle to provide Web Services, then Owners can pay their Assessments by credit card or by making a one-time ACH payment from their bank account.

B) Collection Procedures

1. Regular Assessments are due and must be received by the Association by the first day of each [Quarter] (each a "Due Date") as provided in the Governing Documents.
2. Payments are considered late if received by the Association after a Due Date.
3. Any Owner who does not pay the full amount of an Assessment to the Association within [10] days of the applicable Due Date as provided in the Governing Documents, will be considered delinquent (each a "Delinquent Owner").
4. A Delinquent Owner will be charged a [**up to the greater of \$25.00 or 5% of the amount of the unpaid Assessment**] late fee as provided in the Governing Documents (each a "Late Fee").
5. Each Delinquent Owner will be sent a letter (the "Late Letter") indicating that the Association did not receive the Assessment by the end of any applicable grace period provided by the Governing Documents. The Association will charge the Delinquent Owner an administrative fee of ten dollars (\$10) for preparing and sending the Late Letter (the "Late Letter Administrative Fee"), in addition to the Late Fee. The Late Letter will provide the Delinquent Owner with a fifteen (15) day period of time in which to pay all amounts due the Association, including the Late Fee and the Late Letter Administrative Fee.
6. If the Delinquent Owner still has not paid the Association the full amount of the Assessment due (plus all other charges) by the end of the fifteen (15) day period provided in the Late Letter, the Association will send a notice of default to the Delinquent Owner (the "Default Letter"). The Association will charge the Delinquent Owner an administrative fee of ten dollars (\$10) for preparing and sending the Default Letter (the "Default Letter Administrative Fee"), in addition to the Late Fee and Late Letter Administrative Fee. The Default Letter will provide the Delinquent Owner with a final fifteen (15) day period of time in which to pay all amounts due the Association, including the Late Fee, the Late Letter Administrative Fee and

the Default Letter Administrative Fee, prior to the Delinquent Owner's account being referred to the Association's law firm (the "Law Firm") for collection.

7. If the Delinquent Owner still has not paid the Association the full amount of the Assessment due (plus all other charges) by the end of the fifteen (15) day period provided in the Default Letter, the Delinquent Owner's account will be referred to the Law Firm for collection. If the Delinquent Owner's account is referred to the Law Firm for collection, the Association will charge the Delinquent Owner an administrative fee of fifty dollars (\$50.00) for preparing the Delinquent Owner's account for collection by the Law Firm (the "Legal Administrative Fee").
8. Upon receiving the Delinquent Owner's account, the Law Firm will forthwith send the Delinquent Owner, in the manner required by Florida Statutes, a notice that the Association intends to file a lien against the Delinquent Owner's home or unit (the "Notice of Intent to Lien"). The Notice of Intent to Lien will provide the Delinquent Owner with a set number of days to pay (thirty (30) days for a Condominium, forty-five (45) days for an HOA) from the date the Notice of Intent to Lien is delivered, in which to pay all amounts then due to the Association in order to prevent a lien from being placed against the Delinquent Owner's home or unit. The amount due to the Association at the time the Notice of Intent to Lien is sent will include the amount of the unpaid Assessments, the Late Fee, the Late Letter Administrative Fee, the Default Letter Administrative Fee, the Legal Administrative Fee, costs and legal fees due to the Law Firm and, if applicable, interest due on any past due Assessments as provided in the Governing Documents and Florida Statutes. If the Delinquent Owner does not pay all such amounts due as directed in the Notice of Intent to Lien, then the Law Firm shall forthwith file a lien in favor of the Association against the Delinquent Owner's home or unit (the "Lien").
9. After the filing of the Lien, the Law Firm will forthwith send the Delinquent Owner, in the manner required by Florida Statutes, a notice that the Association intends to foreclose on its Lien (the "Notice of Intent to Foreclose"). The Notice of Intent to Foreclose will provide the Delinquent Owner with a set number of days to pay (thirty (30) days for a Condominium, forty-five (45) days for an HOA) from the date the Notice of Intent to Foreclose is delivered, in which to pay all amounts then due to the Association in order to prevent a foreclosure action being filed by the Law Firm on behalf of the Association. The amount due to the Association at the time the Notice of Intent to Foreclose is sent will include all amounts that were due at the time the Notice of Intent to Lien was sent, plus any additional costs and legal fees incurred by the Association after the sending of the Notice of Intent to Lien, including, but not limited to, any costs or legal fees incurred in connection with the preparation and filing of the Lien and the preparation and transmission of the Notice of Intent to Foreclose, as well as any additional interest that may have accrued.
10. If the Delinquent Owner does not pay all such amounts due as directed on the Notice of Intent to Foreclose, then the Law Firm shall forthwith prepare and file a lawsuit seeking to foreclose the Lien on behalf of the Association, unless the Association decides after consulting with the Law Firm that the filing of a foreclosure action is not in the Association's best interests.
11. In the event that any payment by check made by an Owner is not honored by the Owner's bank, the Association will charge the Owner the maximum fee allowed by Florida Statutes. The amount of such fee will be added to any other amounts due the Association as provided above in this Policy.
12. In addition to all of the rights, remedies and procedures described above in this Policy, the Association, after consulting with the Law Firm, may also avail itself of any other rights, remedies or procedures that are authorized under the Governing Documents and/or Florida

Statutes to collect unpaid Assessments from Delinquent Owners. Such other rights, remedies or procedures may include, but are not limited to, the suspension of certain of the Delinquent Owner's use rights and the making of a demand for the payment of rents from any tenant of a Delinquent Owner.

This resolution was adopted by the Board on this 23rd day of October, 2014, and shall be effective immediately.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his/her hand and the seal of the Association this 23rd day of October, 2014.

Cypress Falls HOA (Cypress Falls at the Woodlands)

By: [Signature], President

Print Name: David Kanarek, President

Title: President

Certificate of Corporate Secretary/Vice President

The undersigned hereby certifies that he/she is the Secretary/Vice President of Cypress Falls at the Woodlands, a corporation organized and existing under the laws of the State of Florida; that the foregoing is a true and correct copy of a resolution adopted at a meeting of the Board of said corporation held on this 23rd day of October, 2014, at which meeting a quorum was at all times present and acting; that the passage of said resolution was in all respects legal; and that said resolution is in full force and effect.

Dated this 23rd day of October, 2014

(Cypress Falls at the Woodlands)

By: [Signature]

Print Name: Michael Woolery

Title: Secretary/Vice President