

DELWOOD ESTATES COMMUNITY ASSOCIATION, INC.

90-2

RULE REGARDING CLAIM OF LIEN
FOR TARDY ASSESSMENT PAYMENTS

WHEREAS the Declaration of Covenants, Conditions and Restrictions of a Townhouse Subdivision Delwood Estate, Phase I (the "Declaration") Article III, Section 1., states that all property owners at Delwood Estates are automatically members of Delwood Estates Community Association, Inc. (hereinafter "D.E.C.A."); and

WHEREAS Article III (of the Articles of Incorporation for D.E.C.A) expressly authorizes the D.E.C.A. Board "... to exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth..." in the Declaration; and

WHEREAS Article VII of the By-laws of D.E.C.A. in Section II (c) provides that the Board has the power to "...adopt administrative Rules and regulations governing the administration, management, operation and use of the lots and common areas, and to amend such Rules and regulations from time to time"; and

WHEREAS, under Article IV of the Declaration, owners have the obligation to pay their maintenance assessments and unpaid assessments, "together with interest, costs, and reasonable attorney's fees incurred by the Association in the collection of the assessments shall be a continuing lien" on the offending unit; and

WHEREAS, a small number of unit owners are delinquent in the payment of their assessments, and this puts a strain on the Board of Directors of D.E.C.A.'s ability to insure that Delwood Estates is run smoothly, that common areas are maintained, and that property values stay high.

ACCORDINGLY, in order for the Board of Directors of D.E.C.A. to provide for the protection, safety, appearance, and continued value of Delwood Estates and for the benefit of the property owners at Delwood Estates, through the enforcement of the Declaration of Covenants And Restriction, Rule 90-2 is hereby adopted, and provides:

1. All property owners, their families, and guests and renters, are required to observe and comply with the Covenants And Restriction contained in the Declaration, with the Articles Of Incorporation and By-laws of D.E.C.A., and with the Rules adopted by D.E.C.A.

2. The Board of Directors of D.E.C.A. hereby supplements the Covenants found in the Declaration under Article IV, Section 8. (on page 9), by instituting the following alternative enforcement plan whereby:

a. Maintenance fees and assessments are due the first of each month in advance. For example, fees for February are due February 1. Payment will be delinquent if not made within thirty days after the due date, at which time a late fee of 9% per annum will be assessed.

b. Notice will be mailed to the owner of any unit which is delinquent in his or her payments that if the next month's assessment is not paid a Claim of Lien shall be filed against the property.

c. Said Claim of Lien will be for the full amount of assessments and fees due for the entire year plus a preparation and recording fee of \$75.00. The Lien will remain in effect until cleared by payment of the entire sum owed. The Board of Directors may at any time pursue the collection of delinquent fees, fines, assessments, etc. through the Small Claims Courts.

d. The Board may, at its discretion, choose to foreclose on the Lien if it is not paid within 30 days of filing.

3. Any unit owner (including his or her family, guests, renters or friends) who is delinquent in payment of assessments and fees shall not be allowed the privilege of use of the common area facilities (clubhouse, swimming pool, tennis courts, etc.) because these facilities are maintained with the fees and assessments and are for the benefit of those who pay their share.

4. Any violation of the provisions in the foregoing paragraph "3." shall allow the Board to, after; 1) notice to the offending owner; 2) giving such owner an opportunity to be heard; and 3) approval by two-thirds vote of the Board of D.E.C.A., assess a \$50.00 fine against the unit involved for each violation. Said amount shall be added to any current delinquency owed by the unit.

5. This Rule applies to all members of D.E.C.A., members of their households and guests and renters.

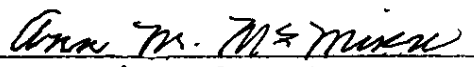
6. Notice of the adoption of this Rule shall be furnished in writing to all members of D.E.C.A.

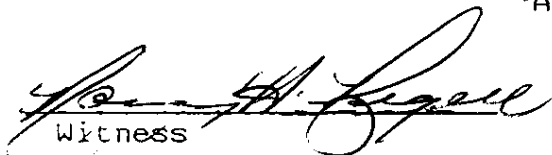
**DELWOOD ESTATES COMMUNITY
ASSOCIATION, INC.**

That I am duly elected and acting secretary of the Delwood Estates Community Association, Inc., a Florida Corporation not for profit; and

That the foregoing constitute Rule 90-2 of the Operational Rules of said Association and the revisions approved by the Board of Directors at the regularly scheduled board meeting held Thursday, December 2, 1993 at 7:00 PM in the Association's Clubhouse, which is located at 1025 W. 19th Street, Panama City, Florida.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association this 25th day of January, 1994.


Ann McMinn, Secretary


Witness

RCD: MAR 8 1994 @ 2:09 PM
HAROLD BAZZEL, CLERK

