

This instrument prepared by
and when recorded return to:

Jonathan J. Ellis, Esq.

SHUMAKER

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Tampa, Florida 33602
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INSTRUMENT #: 2021232006
05/07/2021 at 03:46:44 PM
Deputy Clerk: WCRUZ
Cindy Stuart, Clerk of the Circuit
Court Hillsborough County

**BUCKHORN PRESERVE HOMEOWNERS' ASSOCIATION, INC.
RESOLUTION OF THE BOARD ADOPTING COLLECTION POLICY**

WHEREAS, Buckhorn Preserve Homeowners' Association, Inc. (the "Association") is a not-for-profit corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, on December 19, 2001, Cordoba Development III, Inc., a Delaware corporation, as the Developer, recorded the Declaration of Covenants, Conditions and Restrictions of Buckhorn, as recorded in O.R. Book 11291, Page 0824, *et seq.*, of the Public Records of Hillsborough County, Florida, as amended from time to time (the "Declaration"); and

WHEREAS, Article VII of the Articles of Incorporation of Buckhorn Preserve Homeowners Association, Inc. (the "Articles") provides that the Association's Board of Directors (the "Board") shall govern and administer the affairs of the Association, and Article IV, Section 2 of the Articles grants the Board the power, among others, to levy and collect Assessments; and

WHEREAS, Article VII, Section 1 of the Bylaws of Buckhorn Preserve Homeowners Association, Inc., recorded in Official Records Book 111291, Page 0873, *et seq.*, of the public records of Hillsborough County, Florida, as amended from time to time (the "Bylaws"), provides that the Board of Directors (the "Board") of the Association may exercise all powers, duties, and authority vested in or delegated to the Association and not reserved to the membership;

WHEREAS, in Article VI, Section 1 of the Declaration, each Owner of a Lot, by acceptance of a deed or other conveyance thereto, agrees to pay to the Association, when due, Annual Assessments, Special Assessments, or other charges as provided for under the Declaration; and

WHEREAS, Article VI, Section 10 of the Declaration provides that if an Owner fails to pay any Assessments within 30 days after the due date, such Assessments shall bear interest from the date of delinquency (the due date) at the maximum rate allowed by law. In addition, the Declaration provides that the Association shall have a continuing lien against each Lot for any assessments, together with interest and all costs and expenses of collection, and that the Association may sue an Owner personally in an action at law for the Owner's failure to pay such Assessments; and

WHEREAS, the Board has determined that it is in the best interest of the Association to amend its prior collection policy with the Collection Policy attached as **Exhibit "A"** to this Resolution;

NOW, THEREFORE, BE IT:

RESOLVED, that the Board of Directors of the Association hereby adopts the attached amended Collection Policy; and

RESOLVED, that notwithstanding the foregoing, any restrictions set forth in other Governing Documents of the Association shall remain in full force and effect and shall continue to be followed and observed; and

RESOLVED, that all other policies, rules, and regulations of the Association shall remain in full force and effect to the extent not in conflict with the attached Collection Policy.

IN WITNESS WHEREOF, the Board of Directors of Buckhorn Preserve Homeowners' Association, Inc., at a duly noticed regular meeting of the Board of Directors at which a quorum was present, held on the 27 day of April, 2021, in the manner required by the Association's Governing Documents, has adopted the foregoing resolution.

WITNESS:

Buckhorn Preserve Homeowners' Association, Inc.

Jamie Steven Tucker Yancey
Print Name: Jamie Steven Tucker Yancey

By: [Signature]
Name: Marko Dowgal
Title: President, Board of Directors
3433 Lithia Pinecrest Road PMB 302.
Valrico, Florida 33596

WITNESS:

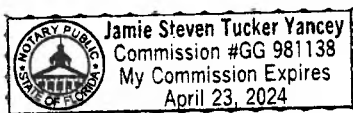
Kayia Bhabhi Michele Yancey
Print Name: KAYIA BHABI MICHELE YANCEY

By: [Signature]
Name: David Jeffers, Secretary

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was sworn to and subscribed before me this 27 day of April, 2021, by means of [] physical presence or [] online notarization, by Marko Dowgal, who () is personally known to me or () who has produced Florida DL as identification.

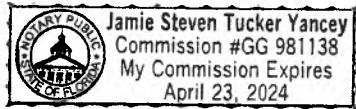


Jamie Steven Tucker Yancey

Notary Public
Print Name: **Jamie Steven Tucker Yancey**

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was sworn to and subscribed before me this 27 day of April, 2021, by means of [] physical presence or [] online notarization, by David Jeffers, who () is personally known to me or () who has produced Florida DL as identification.



Jamie Steven Tucker Yancey
NOTARY PUBLIC
Print Name: **Jamie Steven Tucker Yancey**
My Commission Expires: 04/23/2024

My Commission Expires:
[notary seal]

EXHIBIT A

BUCKHORN PRESERVE HOMEOWNERS' ASSOCIATION, INC. COLLECTION POLICY

*****SUBSTANTIAL REWORDING. SEE GOVERNING DOCUMENTS FOR CURRENT TEXT*****

The Board of Directors (the "Board") of Buckhorn Preserve Homeowners' Association, Inc. (the "Association") promulgates this Collection Policy pursuant to its authority under the Association's Governing Documents. This Collection Policy supplements but does not amend the Governing Documents. The Board may amend this Collection Policy from time to time.

1. The Association bills and collects general assessments on an annual basis and such general assessments are due each year on the first (1st) day of January. Assessments become delinquent if not paid, in full, to the Association by the due date. Any general assessments not paid in full by January 31 of each year shall bear interest at 18% per annum and shall be charged an administrative late fee not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of the amount of each installment that is paid more than thirty (30) days after the due date.

2. Fines levied in accordance with the Governing Documents and Florida law are due within five (5) days of their imposition.

3. Within fifteen (15) days of an Owner's account delinquency for any Assessments or other charges, the Association or its designated agent may send out a past due notice and demand for payment to such Owner. Failure by the Association or its agent to send this past due notice shall not relieve an Owner of his or her obligation to pay the Assessment or other charges. The Association must receive any request for payment arrangements for general assessments by January 31.

4. If any Owner fails to resolve a delinquency within sixty-five (65) days, the Association or its designated agent may send a notice—by certified mail, return receipt requested—informing such Owner that if the delinquency is not resolved promptly but no later than a specified date, the account will be referred to Association's attorney for further collections.

5. If any Owner fails to resolve the delinquent account within ninety (90) days from the date the account was initially due, the Association or its designated agent shall refer the delinquent account to the Association's attorney.

6. Once the account of a delinquent Owner has been referred to the Association's attorney, the Association's attorney will send the Owner the statutorily required forty-five (45) day "Notice of Intent to Record a Claim of Lien" ("Notice of Intent to Lien") pursuant to Fla. Stat. § 720.3085(4). The Notice of Intent to Lien will, among other things, state the current charges (including unpaid Assessments, fines, interest, any other costs to the Association, and attorney's fees) owed by the Owner, and any additional information required by both Florida and federal law.

7. If all such outstanding and delinquent amounts have not been paid within forty-five (45) days after the mailing of the Notice of Intent to Lien, the Association's attorney will prepare and record a claim of lien in the public records of Hillsborough County, Florida as to the delinquent Lot and the Owner(s) thereof, and all resulting collection fees and costs will be added to the total delinquent amount secured by the claim of lien.

8. Thereafter, in accordance with Fla. Stat. § 720.3085(5) the attorney will forward a copy of the claim of lien along with a "Notice of Intent to Foreclose" ("Notice of Intent to Foreclose") to the Owner(s) if the delinquency is not resolved within forty-five (45) days.

9. If all such amounts have not been received, in full, within forty-five (45) days after the mailing of the Notice of Intent to Foreclose, the Association's attorney will notify the Association, and the Association may, without further advance notice to the Owner(s), proceed to take any and all additional enforcement remedies as the Association, in its sole discretion, deems appropriate, including, without limitation, bringing an action in its name to foreclose its claim of lien for unpaid assessments and/or bringing an action to recover a money judgment for the unpaid assessments without waiving any claim of lien, all at the expense of the Owner(s).

10. To the extent that a Dwelling is occupied by a tenant and the Owner(s) is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the Owner(s) related to the Dwelling have been paid in full to the Association as authorized by Fla. Stat. § 720.3085(8).

11. The Association may recover any interest, late charges, costs, and reasonable attorney's fees incurred in collecting any delinquent assessments from the Owner.

12. Pursuant to Fla. Stat. § 720.3085(3), any payment received by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in the collection, and then to the delinquent assessment. Under Fla. Stat. §720.3085(3), this paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

13. The Association shall charge a "returned check charge" of twenty-five (\$25.00) for all checks returned "non-negotiable," "insufficient funds" or any other reason.

14. The Board may for good cause, as determined at the Board's sole discretion, agree to a payment plan which permits payment of delinquent assessment(s), fines, late charges, interest, and collection costs.

15. Unless the Board agrees to a payment plan or otherwise compromises its claim, all amounts due pursuant to this policy, and all other Assessments and related charges due to the Association until all such amounts are paid, must be paid in full and the Association shall not be required to accept any partial or installment payments from the date of the institution of an action to enforce the payment of delinquent amounts to the time that all such amounts are paid in full.

16. After the Association refers a delinquent account to its attorney, all payments shall be made directly to the Association's attorney. Any payment sent to the Association will be forwarded to the Association's attorney, which will delay posting of the payment.

17. The above-referenced Notice of Intent to Lien and Notice of Intent to Foreclose will always be sent by both first-class United States mail and registered or certified mail, return receipt requested, to the Owner(s) at the property address and at their last known address, if different from the property address, as reflected in the records of the Association, if the address is within the United States. If the address of the Owner(s) as reflected in the Association's records is outside the United States, the notice being sent outside the United States will only be sent by first-class United States mail, but the notice to the property address will be sent by both first-class United States mail and certified mail, return receipt requested.

18. After the Association refers a delinquent account to its attorney, neither the Association nor its agent shall discuss the collection of the amount directly with an Owner and all communications will be referred to the Association's attorney.

19. The Board may amend this policy from time to time.

20. It is the Association's intent that this policy be followed in all instances. Notwithstanding, failure by the Association or its agents to follow this policy shall not waive any of the Association's rights under its Declaration and other Governing Documents and Florida Law or invalidate any collection activities taken by the Association, including, but not limited to, filing litigation to foreclose the Association's claim of lien or for money damages.