

**FAIRWAY SPRINGS RESIDENT POLICY MANUAL**  
**Updated for Distribution:**  
**02/05/11**

This “condensed” version of the official policy manual is created for distribution to all residents of Fairway Springs so that the most current rules and regulations can be communicated to the community.

**THE BOARD OF DIRECTORS MUST REFERENCE THE OFFICIAL LONG FORM OF THIS MANUAL FOR ENFORCEMENT, WHICH INCLUDES DATE OF IMPLEMENTATION, DETAILED INSTRUCTIONAL STATEMENTS FOR BOARD MEMBERS, REFERENCES TO STATE STATUTES, AND OTHER PERTINENT INFORMATION.**

Changes to THIS manual will be communicated through announcements in the FSHOA Newsletter, until which time an updated version becomes available for distribution.

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**ANNUAL ASSESSMENT AMOUNT**

The Annual Assessment is **due once annually on October 1<sup>st</sup>**, and payable as described on the annual dues **payment coupon** that is received in the mail.

As of the date of issuance of this manual, the Annual Assessment amount is \$\_\_\_\_\_.

Statements are provided at least one week prior to the scheduled due date, and reflect Dues Outstanding, Late Fees, Fines, and any other Assessments Due and Owed by the member, and Account Balances.

The amount of the Annual Assessment is set by the Board of Directors at the Annual Budget Meeting which takes place during the 3<sup>rd</sup> or 4<sup>th</sup> week of August, annually. All members are welcome to attend.

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**ANNUAL BUDGET**

It shall be the policy of this Homeowners Association that:

- 1) **The Annual Budget must include provisions for expected short-term operating expenses and long-term maintenance repair, replacement obligations, and Reserves.**
- 2) **Long-Term** maintenance, repair, and maintenance obligations are to be substantiated by a detailed, qualified, and quantified Reserve Schedule (see Reserve Policy Statement). It is REQUIRED that this schedule be updated every year as part of the budget process.
- 3) **Full Budget Disclosure** must be provided to the membership.
- 4) **Full and Partial Budget Disclosures** must be made available to the membership and the Annual Budget scheduled for approval at a regularly scheduled meeting in August of each fiscal year.
- 5) **In the event of a budget shortfall**, requiring disclosure of a Partially Funded Budget for membership review, a ballot will be required with the budget mailing.
- 6) **In the event of a Partially Funded Budget disclosure**, at least 33 1/3 of the membership must vote (a quorum of 125 votes). **According to Florida State Statutes, if a quorum is not established, the Fully Funded Budget must go into effect.**

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## ANNUAL MEETINGS

The Annual Meeting is held the **Last Thursday in March**, assuming that this date does not fall on a legal holiday. Should this be a holiday, the meeting will be held on the first weekday thereafter.

**Election Results** of exactly 3 new members to the Board of Directors are announced at this meeting, through election results.

**Other business** may be brought to the membership of the Association only if on the agenda.

### **Voting Procedure:**

The procedure requires ballots and candidate profiles to be sent to each member of the Fairway Springs Homeowners Association **one month prior to the Annual Meeting.**

To review the steps to cast your vote successfully:

1. **Place X's next to the candidates' names** you choose (3 X's total).
2. **Fold ballot and place into SMALL UNMARKED WHITE ENVELOPE, and seal. DO NOT WRITE ANYTHING ON THIS ENVELOPE.**
3. PRINT and **SIGN the signature line on the large pre-addressed envelope.\*\***
4. **Place small plain white envelope into larger SIGNED pre-addressed envelope and seal.**
5. **Drop into the CLUBHOUSE MAILBOX by due date** (no postage needed).  
NOTE: If you are mailing from outside the community, you will need to add postage.

**\*\*Florida State Statutes now require your lot number and signature on the larger outside return envelope.**

Upon receipt of ballots by the board:

1. Outer signature envelopes will be opened and kept in a safe place for validation purposes, while the small unmarked sealed ballot envelopes are placed into a locked ballot box. **This is how your vote remains secret.** (The lot# allows us to verify there is only one vote per lot; the signature assures that the vote is by a member owner.)

**NOTE:** Any returns that do not have the Lot # AND signature on the outside envelope, cannot be counted, and will not be opened.

2. On a pre-determined date, the Election Committee will meet to open the sealed ballot envelopes, and to count the votes.

**NOTE:** Any ballot that does not have the raised embossed corporate seal on it, cannot be counted (no xeroxed or copied ballots). Also, any ballot with more than 3 votes (3 X's) cannot be counted.

3. Results are announced at the Annual Meeting.

If other voting is required, then that ballot (with the Corporate Seal) may be included. If other voting would concern non-members, then the non-members will be sent the proper instructions and enclosures. Non-members never vote on Board of Director elections.

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## ARCHITECTURAL REQUESTS

All architectural requests must be made in writing. Architectural Request Forms can be obtained through the Architectural Director.

**No changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to any lot (except as to the interior of a home) until the plans and specifications showing the nature, kind, shape, height, materials, location, color, and approximate cost of the same shall have been submitted to and approved in writing.**

Work must be completed within ninety (90) days from the date the permit was issued.

If a written request from a Homeowner is deemed to be abnormal or controversial, it shall be presented to the Board of Directors for discussion and voted on for approval or disapproval. If during this process, more than 30 days could possibly pass before resolution, the Board will in writing disapprove the request. After further study, the Board will vote on such requests.

**If no application has been made prior to a change, suit to enjoin or remove any structure, activity, use, change, alteration, or addition in violation of the above may be instituted at any time by the Association or their hirees, and the Association may resort immediately to any other lawful remedy for such violation.**

### Specific Requests:

**Garage Screens:** Requests to install screen sliders or roll-ups on overhead garage door openings will be denied. Approval would contradict the intent of our Deed Restrictions that states, "All garage doors of units shall be closed except when opened temporarily for ingress or egress."

**Driveways/Walks:** No driveway may exceed twenty-four feet (24') in width. Driveways may only be painted or stained in the manner and color that is pre-approved by the Architectural Control Committee. This will allow for conformity and consistency amongst the Owners.

**Mailboxes:** Requests to paint a mailbox post and/or mailbox shall be approved providing the color is the same as the house or the trim of the house located on that same lot. Painting of the post and/or box is optional. Preference is that the mailbox remains black. No other color or design of the mailbox will be approved except as indicated above.

**Satellite Dishes:** Requests to install 8" or similar satellite dishes will be approved providing the installation location is not visible from the front property line or, in the case of corner lots, not be visible from either the front or street side property line.

**Cupolas:** Requests for permission to install a cupola on the roof ridge of either a house or garage may be approved after the height, size, color, and type of material has been approved.

## ARCHITECTURAL REQUESTS (continued)

**Basketball Hoops: All basketball hoops, poles, or backboards, permanent or freestanding, must be pre-approved prior to placing into use.**

(a) Requests to install permanent attached basketball backboards and baskets will be approved providing they are mounted on the gable end of the garage, or in the case of hip roofs an appropriate extension bracket may be used if the size, material, and color has been pre-approved, and if they remain properly maintained.

(b) Freestanding permanent and portable structures used to support basketball backboards and/or baskets will be approved provided the base rests on the owner's property a minimum of the pole's length away from the sidewalk on the side of the driveway that is opposite the front door of the dwelling, and if the structure size, material, and color has been pre-approved, and if all structures remain properly maintained (rust-free, repaired netting, painted, properly weighted and balanced).

**These structures (or their removable parts) must be moved inside the building or removed from the property if not to be used for extended periods of time (vacation, college time away, etc.), or if no longer maintained, and prior to any storm with potential of gale force winds or greater.**

**Other Sporting Equipment:** All other sporting equipment, including, but not limited to, bicycles, scooters, skateboards, skateboard ramps, goalie nets, pitching machines, canoes, kayaks, etc. must be kept inside the dwelling whenever not in use.

Use of all **noise-producing outdoor sporting equipment**, including, but not limited to, basketball equipment, skateboard equipment, etc. **is prohibited from sundown and sunrise.**

**Bars on Windows:** Requests to install decorative or safety bars on windows and/or doors may be approved providing the size, design, type of material, location, and color has been approved.

**Widen Driveway:** Requests to widen driveway aprons will be handled on an individual basis depending on the size and shape of the lot and the effect it would have in complying with the guidelines listed below. Pavers are not allowed for this purpose.

Plans (a) must assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the land; and (b) shall protect and conserve the value and desirability of the Land as a residential community; and (c) shall be consistent with the provisions of the Declaration.

**Pressure Cleaning:** The pressure cleaning of driveways, sidewalks, and/or tile roofs no longer requires approval, providing that the cleaning is not a preparation for painting, staining, or any other type of application. Any change in the color or texture of these areas requires that an application for approval be submitted.

**Touch-Up Work:** The touch-up or spot painting of minor repair work no longer requires approval, providing that there will be no change in the color or texture of the area to be treated. Touch-up or spot painting does not include all the trim on any or all sides of a residence, or a complete door, e.g. overhead garage door. Any change in color or texture of areas to be repaired and/or painted will require that an application for approval be submitted.

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## BANK ACCOUNTS / DISBURSEMENTS

All funds of the Association are deposited in a depository designated by the Board of Directors. Approved signers shall be any two Association Officers: President, Vice-President, Secretary, and Treasurer.

The Treasurer is always one of the signers and one other Officer countersigns all checks and other documents, which disburse Association funds. Any Officer signing the check must not be the Officer requesting or approving the expenditure. Should the Treasurer be unable, due to absence or other reasons, to perform this duty, any two of the remaining Officers may sign such disbursing documents and provide all substantiating details to the Treasurer upon his return to duty.

The funds of the Association are deposited in such depositories as will provide ready access to the funds while providing maximum benefits to the Association in terms of service, return on investment, etc.

All disbursements must be approved prior to payment of invoices, except that the Treasurer may pay, without prior approval of the Board of Directors, the approved, budgeted, recurring items such as utilities, pool service, etc. In the event that an actual, budgeted recurring charge extraordinarily exceeds budgeted approval, or contains items that appear to be unique and/or excessive, Board approval is required. The Director responsible for the activity affected must substantiate the discrepancy for Board approval.

All expenditures by the Board of Directors over \$1000 need to enter into the bidding process. Please refer to the Cost Estimates Policy for a detailed description of this requirement.

The President or Vice President may authorize a non-budgeted expenditure of not more than \$500, and may not exceed a non-budgeted spending limit of \$500 each fiscal year without prior approval of the Board of Directors. Any and all non-budgeted expenditures in excess of these limits require approval of the Board of Directors.

The original copy of a bill, or a cash register receipt or similar documentation is required where reimbursement for a cash payment is requested OR when use of a Debit/Credit Card occurs. The Director responsible for the activity affected, by dated signature, must approve the dollar amount charged and confirm that the quality of the service(s) performed or the product(s) purchased are acceptable and/or meet contract specifications where the contract is specific. Any use of the debit/credit card for a non-budgeted expense requires approval of the Board of Directors.

The Treasurer may initiate transferring amounts between accounts of the Association without prior approval of the Board of Directors, provided the check is countersigned by one other Officer.

All Committee Members must get approval from their Director before making any purchases. The approving Director is responsible for insuring that all such purchases conform to stated

**BANK ACCOUNTS / DISBURSEMENTS (continued)**

Disbursement Policy. They must be approved budgeted expenses, approved by the Board of Directors if not budgeted and/or if in excess of \$500.

**DEBIT/CREDIT CARDS**

Debit/Credit Card Authorization is as follows:

President	Cash Advance \$1000, Debit Card \$1,000
Treasurer	Cash Advance \$1000, Debit Card \$1,000
Secretary	Cash Advance \$ 0, Debit Card \$1,000
Clubhouse Director	Cash Advance \$ 0, Credit Card \$1,000

Debit/Credit cards are to be used for approved, budgeted expenditures not to exceed \$500, and not to exceed \$1000 in an emergency event.

Debit Cards are issued to authorized bank signers only. A Credit Card may be issued to Clubhouse Director only.

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**BOARD AND COMMITTEE MEETINGS**

**Formal Board Meetings:** The Board of Directors meets on a regular basis. Meetings are held in January, March (Annual Meeting and Elections), June, and August (Annual Budget Meeting), on dates determined by the current Board of Directors at the Organizational Meeting, at 7:00 p.m. in the Fairway Springs Clubhouse. **ALL MEMBERS ARE WELCOME TO ATTEND.**

**Workshop Board Meetings:** The Board of Directors meet, to follow up on current or pending issues and to prepare for Formal Board Meetings, as scheduled by the current Board of Directors. **ALL MEMBERS ARE WELCOME TO ATTEND.**

**Meeting Notice:** All **Board Meeting** dates are listed 1) on the Bulletin Board at the Clubhouse, 2) on the calendar of each monthly newsletter, and 3) a sign is posted at the community entrance 48 hours prior to all Board Meetings (except in case of an emergency).

**Committee Meetings:** Committees sanctioned by the Board of Directors meet according to their members needs and committee purposes. Committee Meeting dates are announced at Board Meetings and on the calendar of monthly newsletters, as appropriate. **ALL MEMBERS ARE WELCOME TO ATTEND.**

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**CLUBHOUSE DOOR KEYS**

The Clubhouse Director and Treasurer shall be responsible for control of key(s) to the Clubhouse. The possession of key(s) shall be limited to those individuals and organizations demonstrating a need for access.

Directors and Officers are issued keys to the Clubhouse outer doors and to other doors and/or cabinets when there is a demonstrated need. All keys are to be returned by the Directors when their terms expire.

Other individuals, including those individuals who represent recognized organizations or functions may be issued key(s) to the outer doors at the discretion of the Board of Directors.

All recipients of keys to the Clubhouse outer doors or other doors and/or cabinets must return the keys to the Clubhouse Director when their need for access is concluded.

Individuals who have received permission from the Clubhouse Director to use the Clubhouse for a private purpose may be provided a key to the outer door for use during the limited duration of the private purpose.

All Directors and representatives of social groups issued keys are required to sign a prepared form for accountability. It is imperative that the Clubhouse Director knows where all keys are at all times.

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**CLUBHOUSE AND POOL USE**

**The Clubhouse and Pool, having been financially maintained by Members of Fairway Springs Homeowners Association, will only be utilized by those Members, their guests, and tenants (exceptions noted below). Members in good standing and their invited guests may reserve the Clubhouse for private use. Resident non-members cannot reserve the Clubhouse for personal use.**

**Any member who is 30 days delinquent on his dues will be denied access to the Pool and Clubhouse. This access denial extends to the owner’s family members, guests, and tenants.**

**Private Use of Clubhouse – Rules:**

1. The member reserving the Clubhouse is given a copy of the **Clubhouse Rules and Restrictions** at the time of reservation, must sign a contractual agreement, and must pay the

**current usage fee and security deposit.** This agreement is not binding until accepted by an authorized director of the association.

### **CLUBHOUSE AND POOL USE (continued)**

2. Private use of the Clubhouse **does not include use of the pool.**
3. **Non-members** of the Association are not permitted at any Clubhouse activities, except as explained in rules 6 and 12.
4. **Attire:** Bathing suits, bare feet, and wet clothes are not permitted inside the Clubhouse.
5. **Smoking** is not permitted in the Clubhouse.
6. The Clubhouse may be used without cost for a **Memorial Service or Funeral** of a deceased member in good standing. Guests and resident non-members may attend.
7. The Association will permit, but not sponsor, **youth activities** in the Clubhouse and Pool area provided there is adequate parental supervision and all participants are valid members of the Association (example: Fairway Springs Kids Club).
8. For water safety classes, the instructor must be properly certified.
9. At the request of the Pasco County Supervisor of Elections, the Clubhouse may be used as a voting polling site, subject to the proviso that there is limited parking available.
10. The Association budgets annually for the upkeep of the **clubhouse library**, subject to annual review. The library is open during hours as set by the current resident volunteer librarian.
11. **Acceptable Clubhouse use** includes birthday or anniversary parties, small wedding receptions, holiday gatherings, etc. **Prohibited use** includes use by any outside organizations, including religious groups and worship services, office parties, sales organizations, non- association sponsored meetings, political gatherings, etc. The Board of Directors reserves the right to deny any use it deems inappropriate.
12. **Resident non-members of the Association, and their families, are denied access to the common areas, Clubhouse, Pool, and Parking Area at all times.** Exceptions are listed below:
  1. The Parking Area is accessible for all school children, including non-members, for school bus pickup and return purposes only.
  2. Precinct voting.
  3. Non-members may attend a memorial service for a deceased Association member.
13. **Attendance at ANY event is limited to 120 persons, as mandated by the Pasco County Fire Marshal.**

14. Groups sponsored by Association members may invite non-member persons as **speakers, instructors, or entertainers.**

#### **CLUBHOUSE AND POOL USE (continued)**

15. Association-sponsored groups which include members who are not residents of Fairway Springs or who are non-members of the Association, such as golf leagues and bowling leagues, **may not use the Clubhouse facilities for meetings, banquets, or any event at which non-members would be in attendance.** It shall be the responsibility of the Officers and Directors of the Board to strictly enforce this policy.

16. A member in good standing may bring, as a guest, a member of the Association or a **non-resident** of Fairway Springs to any social function sponsored by an Association-authorized event.

17. **Immediate family members**, that is, parents, brothers, sisters, children, and grandchildren of a member of the Fairway Springs Homeowners Association in good standing **may reserve the Clubhouse for a private party.** In this case, the member would be making all arrangements and paying the necessary charges. (In addition the member's family could also make the arrangements and pay the necessary charges if they wanted to use the facility for a private **"surprise party"** for the Association member.)

18. A member shall **not be permitted to reserve the Clubhouse for the use of any non-family-related person or persons who are not members** although that person may be invited to event.

19. Clubhouse use for private parties **does not include the use of any equipment located in the office. The office will be closed and locked during all private parties.**

20. Following an event, **all three (3) thermostats are left set at 70 degrees in cooler months and at 80 degrees in warmer months.**

21. User agrees that there will be **no posters or decorations affixed to the clubhouse walls.**

22. **Duration of Clubhouse use may extend for up to 8 hours.** This 8-hour period includes any time needed to clean up after event. **Clubhouse must be closed and locked by 11:00 pm.**

23. There will be **no charge** when a director is using the clubhouse for a committee function.

24. At the time of issuance of this manual, **a usage fee of \$\_\_\_\_\_** will be required for the USE of the FSHOA Clubhouse by any resident member in good standing. In addition, **a security deposit of \$\_\_\_\_\_** will be required. The security deposit will be returned IF the terms of the usage contract are met upon inspection following the event. The member (or family member or tenant) signing the contract **WILL BE HELD LIABLE FOR ANY AND ALL ADDITIONAL DAMAGES WHICH THE FAIRWAY SPRINGS HOMEOWNERS ASSOCIATION INC MAY INCUR AS A RESULT THEREOF, TOGETHER WITH ATTORNEY FEES AND ALL OTHER COSTS OF COLLECTION.**

**CLUBHOUSE AND POOL USE (continued)**

**25. Members may temporarily park their car (or their guests car) in the Clubhouse Parking Lot if the following criteria are met:**

- a) Requesting member must be **in good standing** with FSHOA.
- b) Requesting member must **obtain a permit prior to parking** any car in the Clubhouse parking lot. Permits are available from any board member.
- c) **Permit must be displayed** in vehicle front windshield (or where bystanders can easily observe) while parked in lot.
- d) Parking in the Clubhouse parking lot is **limited to 7 days/nights** unless special arrangements are made through a board member.

**If a permit is not displayed/obtained, the vehicle may be towed and/or reported to the county as an abandoned vehicle left on private property.**

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**COMMON AREAS**

The Common Areas of the Association are maintained in accordance with the restrictions set forth under guidelines below. The Common Areas include the Clubhouse, Pool, and surrounding grounds, the Community Entranceway and surrounding grounds, and all easements leading to those grounds.

**Signs:** Signs for Garage Sales, Houses for Sale, etc. shall not be allowed on any Common Areas.

**Common Area Use:** A basketball backboard will not be installed at the Clubhouse Parking Lot or on any other Common Area.

**Sprinkler System:** Four (4) keys for the sprinkler system control boxes are assigned to:

- The Landscape Director
- One other Board Member
- A contractor in charge of the sprinkler system
- A spare key in the clubhouse

**Plantings:** The dollar amount, spent annually for the planting of flowers and small colorful plants in the front entrance and clubhouse areas, is decided annually by the Board of Directors, and included in the contractual agreement with the Landscape Vender who cares for these areas.

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**COMPLIANCE**

Violations of the Declaration of Covenants, Conditions and Restrictions will be pursued through a series of progressive steps to an ultimate determination of the charged violation. A Compliance Committee shall investigate all charged violations, which must be submitted to the Committee in

**COMPLIANCE (continued)**

writing or become known to the Committee through its own witnessing of the charged violation.  
The Board of Directors may act as the Compliance Committee.

The charged violator, after authorized notification, will have a minimum of ten (10) days to correct the violation. At the end of ten (10) days a follow-up report will be made to report the status of the violation. If violation has been corrected, no further action is to be taken. If not, all documentation will be forwarded to the Attorney for any necessary legal action.

It is policy of this board to declare a moratorium on sending violation letters during the hoiliday season, December 1 to December 31 each year. Only violation letters of a “serious nature” will continue to be sent, including violation letters emanating from our attorney.

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**COPY MACHINE**

There is a copy machine located in the Board Office, to be used for Association business, with authorized groups and individuals to be permitted use of the machine.

The Association copy machine shall have sufficient capabilities to accommodate the major needs of the Association to accomplish its business. The copy machine’s use will be limited to authorized members for the Association business only.

Association authorized groups, such as the Social Club, Women’s Club, or any other group comprised solely of Association members, will have free use of the copy machine and related supplies for clubhouse business only.

Members requesting copies for personal use will be charged five cents per copy.

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**COST ESTIMATES**

Members having the authority to spend Association funds for the purpose of purchasing any commodity for the Association will use prudent and expedient care.

All expenditures of over \$1000.00 needs to enter into the bidding process.

All estimates/quotes are to be reviewed and discussed at a workshop by the Board of Directors.

The estimates agreed upon will be placed onto the agenda for the next Board Meeting. They will be voted on and approved at that time.

All service contracts are to be reviewed, bids collected, and written to begin on September 1<sup>st</sup> and end on August 31<sup>st</sup> of each calendar year. In addition, the following protocols will be followed:

1. There will be NO AUTOMATIC RENEWAL CLAUSE in any service contract.

### **COST ESTIMATES (continued)**

2. There will be a minimum of 3 written bids collected every year for each service. All efforts must be exhausted to get three (3) or more bids, but in the event that three (3) bids cannot be obtained, the board member obtaining the bids must document who was called, how many contractors were contacted for bids, and what the responses were.
3. All bids/proposals are to be obtained no later than August 1<sup>st</sup>.
4. All bids/proposals will be provided to all board members at least 2 weeks prior to vote.
5. No bid or proposal will be considered if there is any perception of any conflict of interest, either for the Board of Directors or for the Vender.
6. There will be a clause in the contract that allows FSHOA to cancel for valid reason and with reasonable notice to the vender.
7. Current and prospective venders are not permitted to attend any meeting at which contract decisions are discussed or at which contract decisions are voted upon.
8. All contract decisions for paid services will be based on competitive cost-effective pricing and best value for the community we serve.
9. The FSHOA board is prohibited from selecting companies owned or employed by FSHOA residents.

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### **DELINQUENT ASSESSMENT PAYMENTS AND LIENS (Member and Tenant Collections)**

The Annual Assessment Amount is established by the Board of Directors in an amount which will cover anticipated expenditures for the year and **is paid once in every calendar year by the annual due date of October 1<sup>st</sup>** by all FSHOA member homeowners. **Dues reminder notices** will be posted in the Newsletter in the months of August, September, and October.

#### **Lien Claim Action:**

**Accounts which are 30 days past due will be promptly processed for Lien Claim action.** A 45-day written notice of demand for payment to the delinquent homeowner will be provided. This notice must be sent via Regular Mail *and* Certified Mail, Return Receipt Requested. This notice will include a detailed listing of amounts outstanding, accrued interest, and cost of certified mail postage. It also includes notification that **member privileges are suspended until payment is received**. These privileges include, but are not limited to, use of the FSHOA clubhouse or pool by owner, tenants, or guests, voting in elections or other member decided processes. The Treasurer will coordinate release of suspensions with the Clubhouse Director when payments are received.

If payment is not received within the 45-day notice period, statements will be forwarded to the Attorney instructing to place liens on the delinquent properties.

#### **Foreclosure Action:**

If Lien settlement does not occur within 45 days of filing the lien, information is provided to the Board promptly, and the Board must review the account to determine whether or not **foreclosure action is to be initiated.**

### **DELINQUENT ASSESSMENT PAYMENTS AND LIENS (continued)**

**Once lien OR foreclosure action is taken, all correspondence, including billing statements or invoices, between the Association and the Member are sent directly to the Attorney. Any checks received are forwarded directly to the Attorney for appropriate coordination. Any requests (estoppels) from closing agents on these properties are also forwarded to the Attorney for appropriate handling.**

#### **Interest:**

**Interest, at the highest allowable percentage rate, as stated in the most current Florida State Statutes, per annum (18% at time of this revision) will be charged to delinquent accounts that are 30 days or more past due.** Interest will accrue from the date the payment was due. The accountant will calculate interest accruals monthly for posting.

#### **Collection Costs:**

**All Attorney fees and all other related costs of collection accrued by the Association for lien and foreclosure processes will also be charged to the delinquent account.**

#### **Sale of Home:**

If a "For Sale" sign appears on a member's property, a notice will be sent immediately informing them of their delinquent dues, if applicable. If dues are not received within **five (5) days**, a follow-up letter will be written informing them that **a lien is forthcoming.**

#### **Fines on Delinquent Assessments:**

If a member is delinquent for more than 90 days in paying any monetary obligation due the FSHOA, the FSHOA may levy a fine of **\$100 per violation** against the member, tenant, guest, or invitee, **for each day** of continuing violation, **for up to 10 days.** **A single written notice will be mailed or hand-delivered to that member, informing of FSHOA's intent to levy such fine.** Fines may not exceed \$1000 total per occurrence in aggregate (\$100 x 10 consecutive days). **Any legal fees and costs accrued to enforce collection of this fine may be added to exceed a total of greater than \$1000.**

#### **Tenant Collections:**

**If the parcel is occupied by a tenant and the parcel owner is delinquent for more than 90 days in paying any monetary obligation due FSHOA, the association will demand that the tenant pay to the association all future monetary obligations related to that parcel.**

The demand is continuing in nature, and upon written demand, until the association releases the tenant or the tenant discontinues tenancy in that parcel.

A tenant who acts in good faith in response to a written demand from FSHOA is immune from any claim from the parcel owner.

(a) If the tenant prepaid rent to the parcel owner before receiving the written demand from the association and provides written evidence to FSHOA of that payment, within 14 days after receiving the demand, the tenant shall receive credit for the prepaid rent for the applicable period and must make any subsequent rental payments to FSHOA to be credited against the monetary obligations of the parcel owner to the association. The association shall provide the tenant with

**DELINQUENT ASSESSMENT PAYMENTS AND LIENS (continued)**

written receipts for any payments made. The association shall mail written notice to the parcel owner stating the demand that the tenant pay monetary obligations to the association.

(b) The tenant is not liable for increases in the amount of the monetary obligations due unless the tenant was notified in writing by FSHOA of the increase at least 10 days before the date on which the rent is due. **The tenant shall be given a credit against rents due to the parcel owner in the amount of assessments paid to the association (tenant subtracts payments made to FSHOA, from monetary obligations due to parcel owner, throughout this process).**

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**DESIGNATION OF OFFICERS**

The principal officers of the Association shall be President, Vice-President, Secretary, and Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary.

The Treasurer may seek assistance in the performance of the tasks set for this office, either through a professional agent or through a resident volunteer, upon the majority approval of the Board of Directors. All other officer assistants must be resident volunteers.

The Board of Directors partners professional assistance for the Treasurer through hire of a registered CPA firm, and they complete the following tasks:

1. Collections of Dues payments
2. Sending of Delinquency Letters
3. Sending Intent-to-Lien Letters
4. Reimbursing board members for Association expenditures
5. Accepting and Paying all invoices (unscheduled expenses or unexpected amounts will need to be approved by the Treasurer)
6. Fielding of calls concerning collections from all residents
7. The preparation of the annual budget

The Treasurer receives statements for reconciliation with our receipts and records, and mirrors all recordkeeping in the Association software.

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**DIRECTORS, OFFICERS, AND TERMS OF OFFICE**

The number of Directors is nine (9), and they are elected by the Association Membership for terms of office for a three-year term. None of these Directors shall be eligible to serve for more than two consecutive three-year terms.

The principle Officers of the Association shall be President, Vice-President, Secretary, and Treasurer. Although the seats on the board are elected by all voting members, the Officers and specific Director Positions are decided by the Board of Directors at an Organizational Meeting.

In agreement with the Florida Statutes, Section 617.0809:

In the event of an **interim vacancy** on the Board of Directors (when vacancy occurs between annual elections, OR after the Election Process has begun, but prior to the end of the resigned member’s 3-year term), the Board of Directors shall appoint, approve, and vote on an eligible member to serve on the Board for the remainder of the resigned member’s term. The appointed Board Member shall not be on the ballot for the next election UNLESS the term of the vacant seat would have expired at that time.

An appointee is not required to serve in the same functional capacity as the resigning director. The Board may re-assign their positions at any time to best match directors with required functions.

At the end of a Board Member’s “appointed term”, they may be placed onto an election ballot for a second term on the Board of Directors. The completion of the appointed term counts as one term for that appointee.

There must always be 3 board members with 3 years remaining on their term, 3 board members with 2 years remaining, and 3 board members with 1 year remaining. There should always be exactly 3 positions elected at the Annual Meeting, with all other vacancies filled by appointment.

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**FINANCIAL RESERVES**

Financial reserves are established and maintained in an amount which will cover anticipated major expenditures such as Maintenance (pool & building repair, etc.) and Exigencies (legal liability, etc).

At the end of each fiscal year, it is the responsibility of the Board of Directors to review the financial status of the Association 1) in respect to its nonprofit status, 2) in regard to Federal and State laws, and 3) for the needs of the Association for the next fiscal year. Adjustments to the

reserves and/or income will then be implemented, based on the Board's findings and after consultation with the Association's CPA or financial consultant.

**FINANCIAL RESERVES (continued)**

Already established financial reserves will be documented (Reserve Schedule) and maintained which will cover anticipated major repair and replacement expenditures.

Financial Reserves are structured as follows: Entrance Reserve, Clubhouse Reserve, Pool reserve, Deferred Maintenance Reserve, and Insurance Reserve.

Annual funding of the Reserves is determined by means of a formula that is based upon estimated useful life and estimated replacement cost or deferred maintenance of each reserve item.

In the event of a reserve shortfall, the membership of the association, upon a majority vote, in which a quorum is established, may provide for less reserves than required. In the event that a quorum is not established, the reserves, as included in a fully funded budget, shall go into effect.

Reserve provisions may be adjusted annually to take into account any changes in estimates of cost or useful life of a scheduled reserve item. Any such adjustments must be documented on the Reserve Schedule, and, as part of the annual budget process, should be reviewed with the Association's CPA or financial consultant.

Use of Maintenance, Repair, and Replacement Reserve Funds is restricted to those components detailed on the Reserve Schedule. Any use of Reserve Funds for purposes other than what is detailed on the Reserve Schedule REQUIRES MEMBERSHIP APPROVAL.

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**FISCAL YEAR**

The fiscal year begins on October 1 of each calendar year and ends on September 30 of the following calendar year.

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**GATE / POOL / RESTROOM KEYS**

Access to the Clubhouse Pool is controlled through issuance of keys to the locked gate at the clubhouse entrance. Resident Members in good standing, their families and guests, and their tenants desiring to use the Clubhouse Pool shall gain access through the locked gate at the Clubhouse entrance. This gate shall be locked at all times, and access to the area shall be by an approved key card.

The issuance of all key cards will be under the strict control of the Clubhouse Director.

A ten dollar (**\$10.00**) **deposit** is required for a key card for any member who has not had a key card previously. A **second key card** will require a twenty-five (**\$25.00**) dollar deposit.

**GATE / POOL / RESTROOM KEYS (continued)**

A **lost key card** will require a twenty-five (\$25.00) dollar replacement fee. The Treasurer or Clubhouse Director will deactivate the lost key card. If the lost key card is found, the original card will be reactivated if the replacement card is returned, and will in turn have the twenty-five (\$25.00) dollar fee refunded to the member returning the lost key card. The replacement card will then be deactivated.

**Damaged key cards** will be replaced with a new key card without charge, providing the holder of the damaged card key returns the card key. The damaged card will be deactivated, and the new key card will be activated and recorded for that member.

**No children will be issued a key card – only adult members.**

**No more than two (2) key cards will be issued per lot number.**

**All key card deposits are refundable when key card is returned to the treasurer.**

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**INITIATION FEES**

Resident non-members who elect to join the Association will NOT be charged an initiation fee.

The following incentives have been established by FSHOA Board, for nonmembers wishing to join the Fairway Springs Homeowners Association as follows:

1. Any nonmember who joins the Fairway Springs Homeowners Association will not be charged association dues for the first 5 years (60 months) of his/her membership. \*

A joinder shall be signed by the nonmember, witnessed, notarized, and the Corporate Seal affixed, before being recorded with the county. A copy of the joinder shall be provided to the FSHOA Board of Directors for recording with the Treasurer and Welcoming Director, and filed in the permanent lot file

2. The new member will be given complete member privileges, and reimbursement of all recording fees, immediately upon providing proof of filing of joinder with the county.

**\*NOTE: The waiver of dues is NOT transferable to future home owners on these properties.**

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**LEGAL EXPENDITURES**

Board Members having the authority to spend Association funds for the purpose of taking legal action for the Association must use prudent and expedient care.

To assure continuity of legal action, board member awareness of legal expenditures, and prudent use of Association funds for same, the following protocol is followed:

1. The FSHOA Board of Directors will direct their legal agent to NOT file or respond to any outside inquiry pertaining to FSHOA unless the request is first approved by or initiated from the FSHOA Board or from the current FSHOA accounting firm.
2. The FSHOA Board of Directors will not initiate and/or utilize the attorney’s services for any Non-Member issue without a specific board vote on that issue.
3. The FSHOA Board of Directors will not initiate and/or utilize the attorney’s services to bring action against a resident for compliance issues without the consent of the current or acting compliance director.
4. The FSHOA Board Officers will keep other Board Members apprised of any communication requests or meetings with the attorney. An attempt will be made to communicate the legal issue to the other Officers or to the Board of Directors prior to any such engagement of the attorney’s services.
5. The FSHOA Compliance Director may contact the attorney concerning compliance issues via email communication.
6. All meetings with the FSHOA attorney must be recorded and recordings forwarded to Secretary for transcription to be filed into the Attorney Communications File.
7. All phone calls to the FSHOA attorney must be documented by a follow-up email or letter from the attorney and a copy filed by the Secretary into the Attorney Communications File.
8. All email communication with or responses from the FSHOA attorney will be printed and filed by the Secretary into the Attorney Communication File.

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**MANAGEMENT ADMINISTRATION**

A management company may be employed to administer the operations of the Association at the discretion of the Board of Directors and the membership.

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**MINUTES**

The secretary will record minutes of all Board of Directors’ Meetings and Workshop Meetings. Committee Meetings minutes will be recorded by the chairperson of each committee. All Board of Director Meeting minutes and Committee minutes are kept in the current year’s Minutes Book in the Board of Director’s office.

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**NEWSLETTER**

A Newsletter is published monthly, and hand-delivered by a team of volunteers, for the benefit of Fairway Springs residents. It contains information regarding policy changes, activities within the community, and items of interest.

All member and non-member residents and non-resident owners receive the monthly Fairway Springs Newsletter.

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**OUTSIDE SECURITY SERVICES**

Outside Security Services are not deemed a necessary expense to protect the property of the Fairway Springs Association nor of Fairway Springs residents.

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**PROXIES**

Members in good standing who will be unable to attend any membership meeting at which voting may be expected to occur and who wish to cast a vote at such meeting may request a Proxy Statement from the Secretary or designated representative at such times and places that such Proxy Statements are stated to be available.

Requests for a Proxy Statement must be filed with the Secretary before the appointed time of the meeting. Proxy statements are then endorsed by the absent member and submitted to the Secretary at the meeting by the member representing the absent member. This “representing” member also must be in good standing in order to vote for the absent member and will be provided a written ballot only when both the absent member and the “representing” member are in good standing.

To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy.

A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically given.

A proxy is revocable at any time at the pleasure of the person who executes it.

**PROXIES (continued)**

Directors may NOT vote by proxy NOR by secret ballot at board meetings, except that secret ballots may be used in the election of officers. This statement also applies to the meetings of any committee, when a final decision will be made regarding the expenditure of association funds, and to any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the community.

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**REIMBURSEMENTS**

Any person who volunteers to perform any service, including any officer or director, without compensation, except reimbursement for actual expenses, is considered an agent of our nonprofit organization when acting within the scope of any official duties performed as a volunteer service. Such persons shall incur no civil liability for any act or omission by such person which results in personal injury or damage as long as the organization is exempt from taxation.

All Directors of the Fairway Springs Homeowners Association, Inc. shall be reimbursed for mileage incurred doing association business. Receipts shall be presented to Treasurer, signed, mileage noted, and noted how the mileage was incurred.

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**SIGNS**

No sign of any character shall be displayed or placed upon any Lot, except "For Sale" signs, which may refer only to the particular Lot on which displayed. The size of the sign shall not exceed thirty-six (36) inches by twenty-four (24) inches.

Association may enter upon Lot and remove and destroy any signs, which do not meet these criteria.

All signs advertising "**For Rent**" or "**For Sale**" will also have the words "**DEED RESTRICTIONS APPLY**". The Association will provide signs or lettering upon request.

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**SOLICITATIONS**

The United States Supreme Court ruled on July 17, 2002 that individuals, (i.e. Jehovah's Witnesses, political individuals, etc.) are allowed to solicit. If someone comes to your door and you tell them you are not interested and they persist; please, call the police and report as harassment. We have a "No Soliciting" sign, hoping it will "discourage" solicitors.

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### STANDING COMMITTEES

Standing Committees may be established to accomplish or to compliment the functions and responsibilities of the Board of Directors. The reporting relationship to the Board of Directors and the functions and responsibilities of the Standing Committees are set forth in appropriate statements below.

Current Standing Committees are:

**Riverchase Development Committee:**

This committee is formed to research and monitor the permitting process for the owner to develop the land behind Fairway Springs into the Riverchase II Community, and to stand for the rights and interests of our community and of our residents. A board member or other designee will head this committee and report all findings to the Board of Directors, and provide minutes and other documentation for the Association records.

**Document Review Committee:**

This committee is formed to review and update our Covenants, Conditions, and Restrictions and all related documents. It is intended to be an ongoing instrument to review the FSHOA Policy Manual, compare to minutes, and to recommend updates to all documents and policies. The current board's Secretary or designee will chair this committee and present all drafts for changes to the Board of Directors for approval. Minutes of meetings and all supporting documentation will be provided for Association records.

**Compliance Committee:**

This committee provides constant monitoring and enforcement of our Deed Restrictions for all residents and non-resident owners. The Compliance Director chairs this committee and reports all findings to the Board of Directors. Minutes of meetings, copies of letters and citations, and documentation of all legal counsel will be provided for Association records.

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### STORM DRAINAGE PONDS

The Storm Drainage Ponds are the responsibility of the individual lot owner whose property abuts the individual pond.

An easement is granted by each lot owner whose property abuts a Storm Drainage Pond and each of these lot owners will be responsible for that portion of the pond which legally falls within the perimeter of their lot.

Owners of each Lot upon which is located any Drainage Easement, Drainage facilities or Retention Areas shall be solely responsible for the upkeep and maintenance of such drainage Easements, Facilities and Retention Areas, including, but not limited to, any required water purification, weed

**STORM DRAINAGE PONDS (continued)**

and insect controls, fencing and policing; and if any such Drainage Easement, Drainage Facilities, or Retention Areas shall be located on more than one Lot, the obligation for maintenance shall fall jointly upon the owners of such Lots.

Therefore, those individuals who live on retention areas shall be obligated to equally share all maintenance, jointly, with all others sharing property on that same retention area. If lot owner(s) do not maintain said lot(s), the Association may, but is not obligated to, maintain the lot and recover its costs from the owner(s).

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**TELEPHONE DIRECTORIES**

A current and up-to-date Fairway Springs Telephone Directory of all resident members, non-members, and non-resident owners will be maintained.

The Homeowners association will update the Fairway Springs Telephone Directory annually, soon after the annual meeting each March. An announcement is to be inserted into the Fairway Springs Newsletter informing residents that the directory will be updated by a certain date, so that any changes, additions, deletions, etc. can be made by the residents regarding their data in the directory.

The most current updated edition of the telephone directory will always be available to all residents on the community website.

Telephone Directories (hard copies) will only be distributed to member residents, upon request.

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**UNAPPROVED VEHICLES POLICY for Fairway Springs**

**Defining Policy for Fairway Springs Deed Restrictions regarding "no commercial vehicles"**



The following described vehicles shall be prohibited from parking at any time in the Fairway Springs community except when picking up or delivering passengers or merchandise or during the performance of work or services at the location:

**A. Commercial Vehicles.** Any commercial vehicle, including the following:

1. Any vehicle in which the driver is ordinarily hired for transport, including, but not limited to, taxis, limousines, or buses; or
2. Any vehicle with uncovered exterior logos, signs, letters, numbers, advertising, or irregular and distinct coloring which **creates the appearance of a commercial vehicle**, or
3. Any unmarked vehicle with commercial paraphernalia or equipment attached, strapped, or affixed to the exterior of the vehicle, including, but not limited to, **storage containers, racks, ladders, panel rigs, pipes**; or
4. Any unmarked vehicle with an excessive amount of commercial equipment or supplies within the interior of the vehicle which is **exposed or in plain view** from another parking space or from the sidewalk, including, but not limited to, pesticide, paint buckets, propane tanks, cabling, uncovered or unsecured tools or other supplies; or
5. Any unmarked vehicle, which because of its irregular height, length, shape, or weight, is not a **conventional private passenger vehicle** and is more suited for a commercial purpose.
6. Police cars or other cars which are owned by or contain the logo of a County emergency service provider shall not be considered a commercial vehicle under this definition.

**B. Recreational Vehicles.** Any boat, boat trailer, self-contained camper, mobile home, trailer, pop-up camper/tent trailer, horse trailer or similarly oriented vehicle. Private or public school or church buses are unapproved vehicles under both this section and the commercial vehicle section. **A motor home may be present to load or unload for a period of 3 days**

**C. Inoperative Vehicles.** Any vehicle with a malfunction of an essential part required for the legal operation of the vehicle or which is partially or totally disassembled by the removal of tires, wheels, engine, or other essential parts required for legal operation of the vehicle **shall not be permitted outside of an enclosed garage.**

**D. Abandoned Vehicles.** Any vehicle left unmoved in an unassigned parking space for more than 14 consecutive days, unless the owner provides written notice to the Board in advance that he or she will be away and unable to move the vehicle for a

period greater than 14 days. In cases where a violation is committed, a notice will be placed on the vehicle, and if no response is received within seven (7) days, it will be subject to the Association's towing policy.

**E. Other Equipment and Machinery.** Any agricultural, industrial, construction or similar machinery or equipment is not permitted outside of an enclosed garage.

**F. Car covers** will be permitted for passenger vehicles only and will be maintained and kept clean and used for protection of the vehicle.

**NOTE: A passenger vehicle (Car, Van or Truck) that is used to conduct business BUT has no markings, logos, additional welded part, boxes, etc AND looks exactly like a passenger vehicle - is NOT considered a commercial vehicle for the purposes of this Policy.**

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### **DO YOU WANT TO BE ON THE BOARD OF DIRECTORS?**

The volunteerism of the members of the board of directors demonstrates a meaningful willingness to better their community, care for their neighbors, and to look after all general interests and concerns that have the potential to effect all members of the community. **Regardless of their title, obligations as a Board Member are to:**

1. **Enforce all documents**, including a) FSHOA Covenants, Bylaws, and Restrictions, b) HOA Florida Statutes, Chapter 720, and c) Not-For-Profit Corporations Florida Statutes, Chapter 617.
2. Establish and follow **sound and transparent fiscal practices** and recordkeeping (receipts, mileage, etc.).
3. **Discuss and decide legal actions** against homeowners out of compliance.
4. **Respond to all Board communications promptly**, whether by email, phone, or in writing.
5. **Vote decisively on all matters**, yea or nay, or state reason of abstention (conflict of interest, etc.).
6. **Attend and participate in all scheduled board meetings and workshops.** If unable to attend, give notice to all other board members, provide a report of topics under current consideration for presentation at the missed meeting to the Secretary to be included in the agenda, and a written report that can be attached to the minutes.

### **JOB DESCRIPTIONS**

There are 4 Officers (President, Vice-President, Treasurer, Secretary) and 5 Directors (Compliance, Architectural Control, Landscape and Maintenance, Clubhouse and Common Grounds, Welcoming and Membership), making up a total of 9 members on the Board. Assistant Treasurer or Assistant Secretary, can be appointed, but have no vote. **All Board Members, regardless of their decided title, are expected to “cross-train” in at least one other office or directorship.** This affords a continuity of services to the community when Board Members go on vacation, are on out-of-state business trips, become ill, or make a decision to terminate association with the Board of Directors. Although there are duties associated with specific offices or directorships, any Board Member may be called on at any time to adjust their duties to accommodate better efficiency and service to the community that we serve. Descriptions follow.

I. **PRESIDENT**: The president of FSHOA is vested with the rights as **CEO of the not-for-profit corporation** known as Fairway Springs Homeowners Association. The character of the Board of Directors is shaped through their style of leadership and mentoring. The president’s duties include, but are not limited to:

1. He/She **presides at all board and workshop meetings**, or appoints a designee in his/her absence.
2. The president **does not routinely vote at board meetings**. He/She may vote **only to break a tie, to veto a motion, or to complete a quorum**.
3. He/She acts as the **liaison** between Fairway Springs and the county, neighboring communities, public utility officials, legal professionals, and individual residents, as needed. He/She **meets with business leaders, county officials, designated CPA and attorney, and other community leaders** at the Board’s recommendation.
4. Attains competence in the **knowledge of all governing documents of FSHOA and of the State of Florida** (for HOA’s and for not-for-profit organizations).
5. Works closely with the treasurer to **ensure FSHOA fiscal interests** are met, is a co-signer on FSHOA checks and accounts, and is a consultant to budgetary concerns.
6. **Investigates (or appoints a committee to investigate), any interest of the community** or group of individuals within the community, if said interest may cause conflict or affect property values or that could change the way of life for our residents.
7. He/She works closely with other Board Members to **assure that the goals of the community are established and met** to the best of the Board’s ability.
8. He/She is an effective communicator, fields communications from the membership, and **helps to disseminate information through email, the newsletter, public notice, the website, or other means** to keep other

Board Members and the community informed of board business and community business, respectively.

9. Organizes, reviews articles, and **oversees the distribution of the monthly newsletter to the community**. Provides a **monthly written article** for the newsletter.
10. **Identifies and oversees training of potential association leaders.**
11. Participates to **co-sign checks and vender contracts** for the association as needed.

II. **VICE-PRESIDENT**: The Vice-President is vested with all the powers which are required to **perform duties of the President whenever the President is actually absent or otherwise unable to act or fulfill the duties of that office**. Additional duties of this office include, but are not limited to:

1. He/She **investigates all needs of repair in the infrastructure of the community**, including roads, sidewalks, gutters, drains and sewers, utility wires, road signs, poles and lighting, pond culverts, and other related issues. He/She makes appropriate contacts to public and county professionals to correct all problems and issues, monitors the progress of same, and reports to the Board and to the community all remedies completed and in progress.
2. He/She acts as the **Sergeant-at-Arms at all meetings and workshops**, enforcing an appropriate code of conduct and reminds all speakers on the board and the general membership of time limitations, assuring an orderly assembly.
3. **Stays abreast of ALL current board activities and issues** through effective communication with the President and other Board Members.
4. He/She **oversees nominations and vetting** (member is in good standing) of those nominees who seek positions on the Board of Directors.
5. Prior to and during the Annual Board Meeting, he/she **oversees the needs of the Elections Committee, and witnesses that the duties of this committee** are being conducted in the manner dictated in our Covenants, Bylaws, and Restrictions.
6. He/She **coordinates voting precinct activities** at the FSHOA clubhouse with the Pasco County Board of Elections.
7. He/She cross-trains with the Clubhouse Director on management of the **resident's card-key access system** and on the **use of surveillance software** to assure a continual service to the community.
8. Provides a **monthly written article for the newsletter**.

9. **Serves at the discretion of the president as needed.**
10. **Is prepared to preside over meetings or to lead board activities in the absence of the President.**
11. Participates to **co-sign checks** for the association as needed.

III. **SECRETARY**: The Secretary **preserves the association's history, maintains all of its meeting and legal records and documents, and protects the liability of the Board and of the community through an efficient recording system.** The duties of this position include, but are not limited to:

1. He/She **records and takes minutes** (or appoints designee to take minutes) of all Board meetings and workshops, types same minutes on FSHOA letterhead, distributes to Board Members for approval, and files into the appropriate Minutes Book in the clubhouse office.
2. The Secretary is the **purchasing agent** for the association. Orders all office supplies (copy paper, stamps, envelopes, poster board, etc.), at the request of any board member.
3. **Revise all forms** as needed.
4. **Update Policy Book**, forward copies of all updates to Board Members for reference, and provide copies to general membership of all new or updated policies as appropriate. Electronic copies of all policies are backed up to a storage device and new implementation statements are included in the appropriate meeting minutes.
5. The Secretary is **in charge of all Annual Meeting organizational protocols** (design of ballots, teller reports, instructional letter, etc.).
6. **Keep up to date with all changes or additions to the Florida HOA and not-for-profit corporation Statutes, and Robert's Rules of Order.** Informs Board members of such changes and of breaches in all policy.
7. Check **telephone messages** every couple of days and relay any information to the appropriate officer or director.
8. Participate as a **co-signer on association checks** as needed.
9. **Affix the FSHOA corporate seal to documents, witness and verify signatures.** It is helpful, but not mandatory, if the Secretary is a Notary Public.
10. Work closely with the Treasurer and Welcoming Director to **keep all board members informed of any new residents, members, and renters**, distributing new names, phone numbers, and addresses appropriately.

11. **File all documents**, including letters of resignation, appointment forms, bids for jobs, resident and professional contact letters, etc.
12. **Immediately following the Annual and Organizational Meetings, send letters and copies of the minutes from both meetings to the following contacts: County Board of Commissioners, County Board of Elections, FSHOA designated CPA, FSHOA designated attorney, HOA Publishers, all Banks, website administrator, and, most importantly, submit the Annual Report Notice with the State of Florida, Division of Corporations.**
13. Send Organizational Meeting results to the **phonebook registrar** for updating purposes.

IV. **TREASURER**: The Treasurer is the **custodian of the funds, collections, investments, securities, and financial records of the association**. He/She is the financial conscience of the Board and of the community. The duties of this office include, but are not limited to:

1. Act as **liaison between the Board of Directors and the association's auditor/CPA**. Advice is sought and shared with other Board members.
2. **Attend all meetings and workshops**, and report on financial status of budget and reserve funding concerns.
3. **File appropriate tax forms** in a timely manner.
4. **Monitor the annual audit** done by the CPA and report back.
5. **Organize and implement an annual operating budget**.
6. **Maintain, update, and assure funding for association Reserve Funds** for repairs, replacement, and upkeep of all common assets.
7. **Invest funds** to assure the best and safest returns.
8. Implement safeguards to protect association funding by **monitoring bank solvency ratings, investment vehicle returns, and other risk factors on a regular basis**. Suggest changes as appropriate.
9. Arrange for **annual insurance review** for protection of common assets.
10. **Organize and communicate all collection schedules of association dues and special assessments**.
11. **Check association mailbox daily**, as possible, and distribute mail appropriately.
12. **Take possession of the association's laptop computer for purposes of updating all financial records**.

13. **File all transaction histories/receipts** in treasurer's desk in the clubhouse office.
14. **Report all delinquent accounts to the Board of Directors** when a decision to place liens or to foreclose on properties becomes necessary. This information should be kept in confidence among Board members only. The treasurer may call a meeting of the Board to accomplish these discussions, if necessary.
15. **Consult attorney, as advised by the Board of Directors, on liens and foreclosures.**
16. **Conducts all financial transactions for the association**, paying vendors, seeking a co-signer on all checks. The Treasurer is generally the first signer on all association checks.
17. Participates to **co-sign association checks** as needed.

V. **COMPLIANCE DIRECTOR**: The Compliance Director is the association's **enforcement officer of the Deed Restrictions** for our community. **Diligence, documentation, and uniformity of action** are the key factors to success in this position. The duties of this position include, but are not limited to:

1. **Maintain intimate knowledge of all association governing documents, especially FSHOA Covenants, Bylaws, and Restrictions.**
2. **Drive or walk the property weekly** (or have team do so) to document any compliance issues of residents.
3. **Follow up and fill out appropriate documentation** for all compliance issues found by you or your team.
4. **Communicate regularly on all compliance issues** with the President as they occur, ensuring swift and consistent treatment of each case. Since the President is many times the one who receives complaint phone calls, they must be aware of all cases.
5. **Draft new compliance policies & letters for noncompliant residents, forward to all board members for approval, and note all responses.**
6. **Record dates and times of all compliance issues** in records so that association action can be taken appropriately and timely.
7. **Keep records of costs** of association actions to remedy compliance issues, so that provisions can be made to recover all costs and expenses of enforcement.

8. **Follow-up on any complaints** received from residents that are of a possible compliance nature, and **document all phone calls, emails, or letters received, and action taken**. The person filing the complaint should remain anonymous to the resident who is out of compliance.
9. **Attends all Board Meetings and Workshops, and reports all compliance activity** by lot number only (no names or addresses). Compliance actions can be of a confidential nature, and should be kept between members of the Board of Directors only.
10. **Work closely with the Architectural Control Director, and members of the Compliance and Architectural Control Team**. This team is a group of volunteers who help monitor compliance issues, architectural issues, seek board approval for decided actions, and report on actions taken or not taken by residents.
11. Since documentation is the essential part of success, **photographs should be taken of infractions to document severity and sequence of improvement in each case**. Copies of such photographs should be maintained in files and given to noncompliant residents in letters of notification to assure clarity of violation.
12. **Seek legal guidance when necessary**. Only Officers and Compliance Director may directly seek legal counsel unless accompanied by same.

VI. **ARCHITECTURAL CONTROL DIRECTOR**: This director is **key in the continuing aesthetic appearance of our community**, in accordance with our Covenants, Bylaws, and Restrictions. The duties of this Director include, but are not limited to:

1. Provide a means for residents to obtain a **“Request for Approval” form for all architectural changes they want to make to the exterior of their home**. Requests may range from paint color, roof material and color, fence type and placement, to the addition of a pool, a cage, or a paved walkway, as well as any other outside improvements.
2. **Review requests** for job approval, as submitted on “Request for Approval” form. **Call for approval from the Compliance and Architectural Team, as necessary**.
3. **Distribute permits** and copy of approved request form to residents upon approval of job requested.



4. **Attend all Board meetings and Workshops** to report on architectural findings and needs.
5. **Visit work sites to monitor progress**, timely completion of job, and adherence to architectural and compliance restrictions.
6. **Follow-up on any disapproved requests with letters, stating the reason of disapproval immediately.** After 30 days of submitting a request for approval, the resident may assume approval is given.
7. **Assure all forms, letters, and other documentation are signed, dated, and filed in appropriate resident files in clubhouse office.**
8. **Work closely with the Compliance Director and the Compliance and Architectural Control Team** to insure consistent and timely action and resolution of all issues.

VII. **LANDSCAPING AND MAINTENANCE DIRECTOR:** This Director is responsible for the **upkeep, maintenance, and landscape design for all grounds of common nature.** The entrance to our community is the first impression we make, and reflects on us all. The duties of this Director include, but are not limited to:

1. Assure that all **common grounds are kept mown, trimmed, and edged on a regular basis** to maintain a neat appearance.
2. **Schedule annual trimming of all trees on common grounds** to assure no branches are endangering damage to clubhouse, signage, or cause obstruction to use of clubhouse parking lots, sidewalks, or other common right of way.
3. **Maintain seasonal plantings of floral and greenery at entrance** of FS in tasteful and colorful manner.
4. **Apply fertilizer, weed control, and pest control to common grounds** to assure efficient control of all growth.
5. **Trim bushes and other decorative plantings that abut the clubhouse** to maintain a neat and attractive appearance.
6. **Maintain all irrigation systems that service all common grounds.**
7. **Maintain all lighting systems that service all common grounds.**
8. **Assist in placement and removal of outdoor holiday lighting and decorations of common grounds.**

9. Be prudent and **gather multiple bids on all jobs** to assure the best use of association funds.
10. **Attend all Board Meetings and Workshops**, reporting on jobs completed and those that are due.
11. **Write a monthly article for the newsletter.**
12. **Work closely with Compliance Director** to help assess resident properties for yard and tree maintenance.
13. **Order maintenance of foreclosed or other empty properties** as needed.

VIII. **WELCOMING DIRECTOR**: This Director is **the first face that a new resident encounters upon moving into our community**. He/She needs a working knowledge of the community, nearby businesses, restaurants, and schools, as well as a friendly smile and demeanor. **He/She is also the contact for non-members to become members of our association**. The duties of this Director include, but are not limited to:

1. Become very **well informed on our Covenants, Bylaws, and Restrictions** so that new residents can freely ask questions upon visit.
2. **Visit each new resident homeowner or renter** to greet, welcome to our community, and deliver a "Welcome Packet".
3. **Update "Disclosure Statement" annually** to reflect any appropriate changes in dues or policies. Include in packet and have each new resident sign two copies. One copy goes to the resident; the other is filed in the resident clubhouse office file.
4. **Update "New Resident Info Sheet"** as needed. Include in packet and fill out completely during your visit with new resident. This is retained for updating clubhouse file records, phonebook directory, and to refer to when writing a welcome message in the newsletter.
5. **Include copy of FS Deed Restrictions (long and short versions) to each new resident's Welcome Packet, and go over important areas of interest during visit.**
6. **Explain modes of communication** (email, website, newsletter, meetings), and invite new residents to attend and participate in Board Meetings.

7. **Compose a welcome letter** with your contact information to include in each packet.
8. **Explain architectural permits, clubhouse parking permits, and point out contact information** for all members of the board in the phonebook.
9. **Explain watering guidelines** for Pasco County, and garbage collection/recyclables schedules.
10. **Explain how to get access keys for clubhouse pool area.** Also know whom to contact to reserve clubhouse use for private party.
11. **Be well versed on all clubs and groups** that meet at the clubhouse and when. Invite them to join. Provide them with a current newsletter calendar.
12. **Collect coupons, giveaways from local businesses, and brochures on local points of interest** to include in welcome packet. Collect giveaways, catalogs, and info from FS business owners.
13. **Inform the board of any new resident that moves in, and tell if they are interested in assisting in board activities.**
14. Work closely with the other board members to **assure that any new resident moving into a non-member home is approached to become an association member.** The Notary Officer must be present for signing.
15. **Attend all Board Meetings and Workshops,** and report all findings.
16. **Write monthly newsletter article,** welcoming/listing all new residents.

IX. **CLUBHOUSE DIRECTOR:** This director **maintains the clubhouse and pool areas, inside and out,** to assure that the gathering place for our community is in sound condition, an attractive and comfortable respite, and a clean and soothing environment in which to relax at poolside. This Director's duties include, but are not limited to:

1. **Maintain the rules of usage** of the clubhouse for personal parties.
2. **Schedules resident reservations,** and collects usage fees and deposits.
3. **Organizes pre and post inspection with resident user** to assure any damage is documented, and security deposit retained for repair.
4. **Manages distribution of all clubhouse card keys** to residents in good standing, and deactivates cards of those who fall out of compliance.

5. **Maintains surveillance equipment** and monitors footage recorded by clubhouse security cameras.
6. **Maintains all assets inside the clubhouse and by the pool area**, including but not limited to furnishings, appliances, carpeting, lighting, painting, window treatments, television and DVD player, office computer, and pool furniture.
7. **Oversees and schedules annual indoor pest control** inspections and treatments.
8. **Maintains a current inventory** of all clubhouse assets.
9. **Collects multiple bids on large jobs** to assure best use of association funds.
10. **Decorates the interior of the clubhouse for the holiday season (and removes same), and organizes and assists in the placement of outdoor holiday lighting around the exterior of the clubhouse and at the entrance of the community, with the assistance of the Landscape Director.**
11. **Attends all Board Meetings and Workshops**, and reports all clubhouse activity.
12. **Writes monthly newsletter articles.**
13. **Schedules all weekly, monthly, and seasonal maintenance and repair of the clubhouse pool, pool pump, and decking.**
14. **Maintains the Clubhouse Parking Lot** as an attractive and safe adjunct to the facility. This may include resurfacing, attending to drainage problems, replacing or adding signage, and maintenance of adjoining walkways and aprons.
15. **Communicates with the Club and Group leaders and the Clubhouse Resident Volunteer Librarian** to evaluate needs and report to the board.