



Silver Oaks Phase II Homeowners Association
P.O. Box 2177
Crestview, FL 32536-2177

ESTOPPEL CERTIFICATE RESOLUTION

Resolution Number 2021-001

WHEREAS, Silver Oaks Phase II Owners Association, Inc., a Florida Not-For-Profit Corporation ("Association") is the entity authorized through FS 720 and the Association By-Laws, Article VII Section 1(c), to exercise for the Association all powers, duties and authority vested in or delegated to this Association;

WHEREAS, the Florida Legislature enacted Chapter 2017-93, Laws of Florida and the new law took effect on July 1, 2017;

WHEREAS, the Board of Directors of the Association desires to comply with the statutory requirements of Chapter 2017-93, Laws of Florida.

WHEREAS, FS 720.30851(8) states: The authority to charge a fee for the preparation and delivery of the Estoppel Certificate must be established by a written resolution adopted by the Board or provided by a written management, bookkeeping, or maintenance contract and is payable upon the preparation of the Certificate.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Association as follows:

Section 1. Estoppel Certificate. The Association hereby agrees to accept from a requestor an Estoppel Certificate that includes all information as provided in FS 720.30851, issued in the year 2020 by the State of Florida (attached).

Section 2. Response time. Within 10 business days after receiving a written or electronic request for an Estoppel Certificate from a parcel owner or the parcel owner's designee, or a parcel mortgagee or the parcel mortgagee's designee, the Association shall issue the Estoppel Certificate. The Association shall designate on its website a person or entity with a street or e-mail address for receipt of a request for an Estoppel Certificate issued pursuant to FS 720.30851. The Estoppel Certificate must be provided by hand delivery, regular mail, or e-mail to the requestor on the date of issuance of the Estoppel Certificate.

Section 3. Authority to Prepare and Sign. An Estoppel Certificate may be completed by any Board member, authorized agent, or authorized representative of the Association, including any authorized agent, authorized representative, or employee of a management company authorized to complete this form on behalf of the Board or Association.

The Board of Directors of the Association hereby designates the Treasurer as the preparer and signer of Estoppel Certificates; in the absence of the Treasurer, another officer (President, Vice President, or Secretary) may prepare and sign the Estoppel Certificate.

Section 4. Effective Period. An Estoppel Certificate that is hand delivered or sent by electronic means has a 30-day effective period. An Estoppel Certificate that is sent by regular mail has a 35-day effective period. If additional information or a mistake related to the Estoppel Certificate becomes known to the Association within the effective period, an amended Estoppel Certificate may be delivered and becomes effective if a sale or refinancing of the parcel has not been completed during the effective period. A fee may not be charged for an amended Estoppel Certificate. An amended Estoppel Certificate must be delivered on the date of issuance, and a new 30-day or 35-day effective period begins on such date.

Section 5. Estoppel Certificate Fee. An Association or its authorized agent may charge a reasonable fee for the preparation and delivery of an Estoppel Certificate, which may not exceed \$250, if, on the date the Certificate is issued, no delinquent amounts are owed to the Association for the applicable parcel.

By order of this resolution, the Board votes to charge \$150⁰⁰ for the preparation of an Estoppel Certificate; any change will require a new resolution.

If an Estoppel Certificate is requested on an expedited basis and delivered within 3 business days after the request, the Association may charge an additional fee of \$100.

If a delinquent amount is owed to the Association for the applicable parcel, an additional fee for the Estoppel Certificate may not exceed \$150.

An Association waives the right to collect any moneys owed in excess of the amounts specified in the Estoppel Certificate from any person who in good faith relies upon the Estoppel Certificate and from the person's successors and assigns.

If an Association receives a request for an Estoppel Certificate from a parcel owner or the parcel owner's designee, or a parcel mortgagee or the parcel mortgagee's designee, and fails to deliver the Estoppel Certificate within 10 business days, a fee may not be charged for the preparation and delivery of that Estoppel Certificate.

A summary proceeding pursuant to s. 51.011 may be brought to compel compliance with this section, and the prevailing party is entitled to recover reasonable attorney fees.

The fees specified in this section shall be adjusted every 5 years in an amount equal to the total of the annual increases for that 5-year period in the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items. The Department of Business and Professional Regulation shall periodically calculate the fees, rounded to the nearest dollar, and publish the amounts, as adjusted, on its website.

Section 6. Multiple Estoppel Certificates. If Estoppel Certificates for multiple parcels owned by the same owner are simultaneously requested from the same Association and there are no past due monetary obligations owed to the Association, the statement of moneys due for those parcels may be delivered in one or more Estoppel Certificates, and, even though the fee for each parcel shall be computed as set forth in subsection (6), the total fee that the Association may charge for the preparation and delivery of the Estoppel Certificates may not exceed, in the aggregate:

- (a) For 25 or fewer parcels, \$750.
- (b) For 26 to 50 parcels, \$1,000.
- (c) For 51 to 100 parcels, \$1,500.
- (d) For more than 100 parcels, \$2,500.

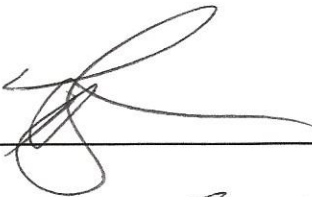
Section 7. Refund. If the Certificate is requested in conjunction with the sale or mortgage of a parcel but the closing does not occur and no later than 30 days after the closing date for which the Certificate was sought the preparer receives a written request, accompanied by reasonable documentation, that the sale did not occur from a payor that is not the parcel owner, the fee shall be refunded to that payor within 30 days after receipt of the request. The refund is the obligation of the parcel owner, and the Association may collect it from that owner in the same manner as an assessment as provided in this section. The right to reimbursement may not be waived or modified by any contract or agreement. The prevailing party in any action brought to enforce a right of reimbursement shall be awarded damages and all applicable attorney fees and costs.

Voted and approved by the Board of Directors this 20th day of July 2021.


Silver Oaks Phase II Owners Association, Inc.

Sign: 

Print: Christopher J Alvarado, President

Sign: 

Print: Derek Smith, Vice President

Sign: 

Print: Melissa Peacock, Secretary

Sign: 

Print: Eileen Hertz, Treasurer