III MEMBERS

3.01 DUES

Annual membership dues or assessments shall be levied on a calendar-year basis and must be paid by the owner(s) of each dwelling unit whether occupied or unoccupied. Membership dues shall be assessed against each occupant of a dwelling unit. At least one membership dues shall be paid for each dwelling unit. Fees equal to two dues shall be assessed to dwelling units not having a registered, resident member. Prior to closing, an Estoppel Fee of $150 will be charged prior to closing. *(Amended 9/14/22)*

Dues or assessments shall be considered due and payable by January 31 of the year for which they apply. Purchasers of homes after January 1 of any year shall pay dues calculated on a prorated basis for the balance of that year. *(Amended 11/12/08)*

Non-Payment of Dues – Non-payment of dues by an owner of a dwelling unit in Sun City Center, who if dues were paid would be authorized the use of CA facilities, will result in denial of the use of CA facilities until such dues are paid. This denial will extend to all non-paying occupants of said dwelling. Announcement of the street address of said dwelling unit, the name(s) of the non-paying owner(s) and any other known occupants of said dwelling unit will be communicated to the Association membership by whatever modes the Board deems appropriate to include, but not limited to, the use of Association bulletin boards, written notification to Association clubs and activities, and notice in the "News of Sun City Center", an Association newsletter sent to the addresses of all members. *(Added 2/9/05)*

Refunds may be made only under the following circumstances: *(Amended 10/11/06)*

A. Applicant for refund must present proof of transfer of ownership and all membership credentials.

B. When a dwelling unit is sold, dues or assessments may be refunded on a prorated basis from the date of settlement, if presented within the first 60 days after settlement, with evidence showing that settlement has been made.

C. Any new home buyer who takes title to the dwelling from Dec. 16th to 31st will be exempt from dues or assessments until Jan 1st of the new year.

D. Upon the death of one member in a dwelling unit occupied by more than one member, the dues or assessments for that member may be refunded on a prorated basis from the date of death, if a death certificate is provided to the Association within the first 60 days after the death. No refunds will be made for deaths after October 31st. *(Added 4/10/13)*

E. When a unit is a rental, upon receipt of a signed annual lease stating there is only one occupant, the dues or assessments for the second occupant may be refunded on a prorated basis from the date of occupancy, if presented within the first 60 days. No refunds will be made after October 31st. *(Added 4/10/13)*

Rental Units - For each rental unit in Sun City Center, the owner or his agent, is required to register the names of each tenant, the dates of the rental contract (start and end) and verification that at least one renter is over age 55 or that an appropriate waiver has been granted by the CA. (Ref. 3.04.A.) The annual dues shall be paid for each tenant by the owner or his agent at the time of registration. *(Amended 10/12/11)*

In the event there is no tenant to be registered on the annual dues date, the owner shall pay dues for two memberships which will be credited towards any future rental contract registered in that calendar year.

This regulation will be strictly enforced. Failure to comply will result in the loss of the use of CA facilities for all occupants of the unit for the next calendar year.

Non-Usage – Non-usage of the recreational and other facilities of the CA does not relieve members and/or owners of the obligation to pay the annual membership dues or any applicable fees or assessments as established in Board Policy 3.02. *(Added 1/12/11)*

3.02 MEMBERSHIP FOR RESIDENTS OF SUN TOWERS (formerly Lake Towers)

Members of the CA, who move to Sun Towers and who have been members in good standing of the CA for at least one year immediately prior to moving to Sun Towers, may obtain a special CA membership, upon payment of an amount which is equal to the regular membership dues. Exceptions to the one-year residency may be made at the discretion of the Board.

Sun Towers members must pay dues for continued renewal of membership. Once membership is dropped for an individual due to non-payment of dues or moving outside of Sun City Center boundaries, it cannot be reinstated.

Written notice of delinquency will be sent per same procedures as applied to owners (Reference 3.03 Late Fees/Liens). If no reply is received in thirty (30) days after an overdue letter is sent, a phone call is made to the member to explain rules and to determine whether continued membership is desired. In case member is not reached, Sun Towers management shall be contacted to determine whereabouts of member. Should member be away for care but remain a Sun Towers resident, delay action.

Otherwise, membership will be terminated in any of the following cases:

a. Management verifies member is no longer a Sun Towers resident and member is not found to be occupying another SCC residence.

b. Member does not pay dues, or apply for financial hardship, within 30 days after contact.

3.03 LATE FEES/LIENS *(Revised 6/9/10)*

A. All dues, assessments or other lawful claims made by the Community Association must be paid in full by check or money order and mailed or delivered to designated bank on or before the due date for such payment. If the due date falls on a non-business day, the due date is the first business day after the due date. After the due date, payments shall be delivered or mailed directly to the CA office and will incur late charges and interest at the following rates: (*Revised 1/27/14 to conform with current procedure)*

1. A late fee of seven percent (7%) shall be added to all unpaid balances effective the first day after the due date.

2. On the thirty-first calendar day after the original announced due date, an additional seven percent (7%) late fee shall be added.

3. Effective January 1, 2011, beginning on the sixty-first calendar day after the original announced due date, interest shall be assessed on all unpaid balances (including late fees) at the rate of .0493 percent (.000493) per day, which equates to a rate of eighteen percent (18%) per annum based on a 365 day year.

4. There will be a $35.00 NSF (Non-Sufficant Funds) fee charged to all members if their payment is returned. This fee will be used to offset administrative and bank costs incurred by the organization *(Added 3/11/26)*

B. All liens filed as a result of non-payment of dues, assessments or other lawful claims shall include appropriate claims for penalties, legal fees, recording fees and interest.

C. The following procedure shall be followed: *(Amended 10/9/13)*

1. Within 15 days after the original due date, a statement, with 7% late fee added, will be sent to members along with a copy of this policy and Policy 3.04 Financial Hardships.

2. When a balance remains unpaid after 40 days from the original due date, a second statement will be sent notifying the member that payment must be received within 15 days. The statement will reflect the sum of the unpaid balance on the 30th day (including the previously accessed 7% late fee) plus an additional 7% of that balance. Information will also be included regarding the possibility of a lien against the property.

3. When a balance remains unpaid after 60 days from the original due date, a certified letter (intent to file) shall be sent notifying the member that payment must be received within 45 days, the Association will have the right to file a lien against their property.

4. On the 105th day after the original due date, a Claim of Lien, properly prepared for signature by the Corporate Treasurer, should be executed and filed by the CA in the public records of Hillsborough County.

5. Upon CA receipt of the duly recorded Claim of Lien, a copy shall be forwarded to the owner of record.

6. In those cases where the dues or assessments are not collected, the lien shall be updated and filed annually.

3.04 FINANCIAL HARDSHIPS *(Revised 6/12/24)*

A. Financial hardship assistance is available in warranted cases to resident owners of the property for which a waiver is requested.

B. A resident owner of the property applying for financial hardship assistance must have been a member of the community in good standing for a period of three years prior to applying for assistance and complete a full financial disclosure as shown on Exhibit 3.04.A.

C. After receiving the application for Hardship, Member Services shall:

1. Determine if a signed and recorded Membership Agreement is on file. If not, they will advise the applicant that the Membership agreement must be signed before the process can begin.
2. Advise the applicant that payment of dues and late payment fees will be deferred from the date the request is received by Community Association Member Services and accepted by the Panel until a final decision is made by the Board of Directors.
3. Financial statements for all members living at the applicant's address must be included with the application, regardless if only one member is applying for hardship relief.

D. All financial hardship cases will be reviewed by a Panel consisting of (3) directors or officers who have been appointed by the President of the Board. Any recommendation for financial relief from normal payment of membership dues for financial hardship reasons requires approval of at least two (2) members of the Panel. If required, a representative of the Panel will have Member Services set up an interview between the member and the Panel.

E. The Community Association Manager will establish procedures to be followed by CA staff and the Panel to protect the anonymity and privacy of the member requesting financial relief

F. Based upon the the Panel's review and/or interview of the applicant and financial status, the Panel will approve or disapprove the Application. The review will include and be determined based upon the requested financial statements, as disclosed in the documents provided in Exhibit 3.04.A, including the applicant's most recent Federal Income Tax return filed. If an application is denied, payment of dues will be due within thirty (30) days of notice to the member of the Panel's decision and late payment fees will then be assessed in accordance with the time frames established in Board Policy 3.03.

G. If a member's application is denied, Member Services will notify the applicant and may offer the member a deferment of annual dues payment by establishing a payment plan between the member and the CA which includes a right to lien in case of default.

H. If the Panel determines that payment of full or partial annual dues from the Hardship Fund is appropriate, the request will be forwarded to the Board for decision in accordance with Bylaw II, Section 4. The member will be formally notified of the Board's decision.

I. Applications for hardship financial relief must be submitted annually prior to February 28 of the current year for the relief to be considered for the current year.

J. The amount of the relief will be limited to the amount of funds available in the Hardship Fund limited to the amount of dues for the current year.

K. Community Association Membership dues may not be used to pay for any relief granted to any other member.

L. Non-usage of the recreational and other facilities of the CA does not relieve members and/or owners of the obligation to pay the annual membership dues or any applicable fees or assessments.

3.05 AGE AND FAMILY RESTRICTIONS *(Added 5/9/07)*

The Hillsborough County Land Development Code spells out in Article III, Special Districts, Section 3.01.09 Sun City Center Senior Citizen Overlay District.

"Each dwelling unit within the overlay shall have as an occupant at least one person not less than 55 years of age and no person 18 years of age or under shall reside in the dwelling for a period of time exceeding 30 calendar days per year."

"It shall be the responsibility of the Sun City Center Community Association, its designees or its successors to ensure that accurate records of occupancy requirements have been met and maintained."

Furthermore, "the occupancy requirements contained in deed restrictions and/or covenants shall prevail." As stated in the Public Notice dated August 18, 1999, the Sun City Center Community Association will pursue an enforcement program against any age restriction violation.

A. ENFORCEMENT OF AGE 55 REQUIREMENT

1) Membership Services will monitor the Age Reports for all platted units and individual homeowner associations to verify that all individual platted units are in compliance with Department of U.S. Department of Housing and Urban Development (HUD) regulations. Membership Services will also monitor records of occupancy to verify the CA as a community also meets the HUD requirements.

2) The CA President may grant age waivers for CA membership after the HOA grants the residency waiver. Membership Services will then process waiver requests, where there is a HOA in a unit, after verifying the HOA unit and the CA as a community both meet the 80% over 55 HUD occupancy regulations. *(Amended 1/12/11)*

3) Membership Services will process both occupancy and CA waiver requests, where there is no HOA, after verifying the individual unit and the CA as a community both meet the 80% over 55 HUD occupancy regulations.

4) All waiver requests must be in writing and contain proof of age.

5) No waivers will be issued for individual occupants under the age of 50. *(Amended 1/12/11)*

6) No waivers will be granted for renters under age 50. *(Amended 10/12/11)*

7) Waiver requests will be reviewed by a Corporate Officer for compliance with CA policy. The Corporate Officer will initial and date the waiver request and forward to the CA President for signature.

8) No person under the age of 18 may reside in a dwelling for more than 30 calendar days per year. A visit that lasts more than four (4) hours on any given day, constitutes residency of one (1) day for the purpose of this restriction. *(Amended 10/12/11)*

ENFORCEMENT OF AGE RESTRICTIONS

1) When an allegation of an underage individual living in the community surfaces, a Corporate Officer will send a letter to the property owner informing the owner of the allegation. The letter will point out applicable law and the CA's responsibility in enforcing the law. The letter will give the owner 15 days to respond on how the violation of the Age and Family Restrictions will be corrected.

2) If the owner does not respond to the original letter within 15 days, a certified letter will be sent.

3) If the owner does not respond to the certified letter within 15 days, the case will be forwarded to the CA's attorney who will take appropriate action. The attorney will furnish the CA a copy of all correspondence.

C. **EXCEPTIONS**

Any exceptions to the above policy shall be approved by the CA Board of Directors.

3. 06 CAPITAL FUND FEE *(Revised 10/26/16) (Revised 4/28/20 (Revised 7/20/21)*

At the time of closing on the resale of a residence within Sun City Center by a buyer who is not an owner of a residence within Sun City Center or who has not owned or jointly owned a

residence in Sun City Center within three (3) years of the date of closing, the Association shall cause to be collected from that buyer, a standard/customary Capital Fund Fee in the amount of $3,000 effective September 1, 2021. All fees collected shall be placed into the Capital Fund account. The Capital Fund is restricted to funding capital projects within the Community Association. *(Amended 5/9/12)(Amended 10/9/13) (Amended 10/26/16 (Amended 4/28/20 (Amended 7/20/21)*

Buyers who own one residence in Sun City Center are responsible for the payment of the Capital Fund Fee on the purchase of all additional residences in Sun City Center. (*Added 10/9/13)*

A. If the $3,000 Capital Fund Fee is not collected at the time of closing, a letter shall be sent to the buyer(s) reminding them of this responsibility.

B. A buyer who does not pay this Capital Fund Fee within 30 days after the date of closing will be considered delinquent. The buyer will pay a late penalty of $210 for the next 30 days after the delinquent date. This penalty will escalate to $420 for a delinquency in excess of 60 days after the delinquent date. *(Amended 1/11/12) (Amended 4/28/20)*

C. At the time of the first delinquent date (which is 30 days from the date of closing), a certified letter shall be sent to the buyer notifying the buyer that payment, including late penalty, must be received within 30 days.

D. If payment is not received before the second delinquent date (which is 60 days from the date of closing), a final certified letter shall be sent from our Attorney of Record notifying the buyer that payment plus late fees must be received within 15 days.

E. If payment is not received within aforementioned 15 days, the necessary actions, to include Claim of Lien, shall be executed as determined by the CA Board of Directors and/or our Attorney of Record.

F. Effective January 1, 2011, beginning on the sixty-first calendar day after the original announced due date, interest shall be assessed on all unpaid balances (including late fees) at the rate of 0.0493 percent (0.000493) per day, which equates to 18 percent (18%) per annum based on a 365 day year. *(Added 1/12/11)*

3.07 EXEMPTIONS FROM CAPITAL FUND FEE *(Revised 1/11/12)*

The following are guidelines in determining applicability for exemption from payment of the $3,000 Capital Fund Fee.

A. Except as provided herein, the transfer of title to a property shall cause the Capital Fund Fee to be due.

1. The temporary transfer of title to a property shall not trigger the Capital Fund Fee.

a. For example, the transfer of title for estate planning purposes in which the owner of said property continues to reside in said residence, but has transferred ownership to his or her revocable trust; or

b. Upon the owner's death, if the property is transferred to said person's estate for probate administration or to his or her revocable trust for distribution; or

c. Transfer to a bank as a form of collateral.

2. Transfer via a gift or inheritance (however, this will not qualify for "prior ownership" in B. immediately below because property is not acquired via arms length transaction).

B. A claim to prior ownership interest in a residence must be based on the acquisition of the residence for the "fair market value" and the transaction must be duly recorded with the Hillsborough County Clerk (i.e., must present not only recorded deed but evidence that property was acquired via an arms length transaction).

1. Prior ownership is dependent upon the purchase of a residence and the presentation of a duly recorded document evidencing ownership from the Hillsborough County Clerk.

a) Property must have been acquired via an arms' length transaction; a transfer for lack of consideration, or inadequate consideration will not qualify; and

b) The attainment of ownership interest acquired via gift, inheritance, or transfer for less than fair market value does not meet the purchase requirement.

C. Properly documented and recorded prior ownership interest in a residence by either married spouse when jointly purchasing a residence exempts both from payment of the Capital Fund Fee.

D. The payment of the Capital Fund Fee at the time of purchase of a residence by multiple buyers (other than married spouses), of which one buyer owns, or owned within the last three (3) years, an interest in a residence, will be prorated among all buyers with only those first time buyers paying their apportionment.

For example, if there are two buyers who are not married, one of them currently owns an interest in a residence in Sun City Center and the two buyers purchase a residence so that they are joint owners. The Capital Fund Fee is $3,000 and in a typical scenario, the whole fee would be due; however, because one of the buyers is exempt, the Capital Fund Fee should be pro rata 50/50, and the other buyer is responsible for 50% of the Capital Fund Fee.

The pro rata share shall be determined by the number of buyers and <u>not</u> based upon the respective ownership interests. For example, Buyer A, who is 90 years old, purchases a residence with her daughter, Buyer B. Buyer A meets the ownership requirements as defined herein and she will own 90% of the residence and Buyer B will own the remaining 10%. Buyer B does not meet the ownership requirements as

defined herein and pursuant to the deed, at Buyer A or Buyer B's death, the property will be distributed to the survivor. Under this scenario, Buyer B is responsible for 50%, or $1,500 of the Capital Fund Fee.

E. Except as provided herein, a buyer of a residence within Sun City Center who meets the ownership requirements as defined in Section 3.06 (i.e., said person currently owns a residence in Sun City Center or he or she meets the requirements of F. immediately below) will not be required to pay the Capital Fund Fee if said individual has already sold his or her initial residence.

1. In the event the "initial" residence (or any successor residences owned by the buyer in Sun City Center) has been placed on the market for sale (the closing has not occurred and the deed has not been transferred) the Capital Fund Fee will still be due upon the purchase of the second (or any subsequent) residence.

2. However, upon the sale of the original residence (the deed must have been transferred), the Capital Fund Fee will be returned without interest.

    a. Notwithstanding, the Capital Fund Fee will not be returned if the buyer owns two or more residences and he/she purchases additional residences. *(Amended 10/9/13)*

    b. Additionally, the Capital Fund Fee will not be returned if the residence has been used as a rental property or does not become the primary residence within three (3) months of purchase. *(Amended 10/9/13)*

    c. The Capital Fund Fee will be returned to the buyer, without interest, within thirty (30) days of the Buyer, or the Buyer's agent, presenting to the Sun City Center Community Association a photocopy of the warranty deed, or like document, which has been recorded in the Hillsborough County Public Records, evidencing that the residence has been transferred pursuant to sale. Notwithstanding, the Sun City Center Community Association reserves the right to request additional documentation from the Buyer to substantiate the sale of the residence if the Sun City Center Community Association, in its sole discretion, determines there is reason to request the same.

F. The time period for a buyer who has previously owned and sold a residence in Sun City Center but, has now decided to purchase a new residence, to still be considered an owner for purposes of this section shall be three (3) years.

Exception to this three (3) year period may be made on a case-by-case basis by the President (or Vice President in the absence of the President) upon written request by the buyer. *(Added 3/8/06)*



Sun City Center Community Association, Inc.
1009 N. Pebble Beach Blvd.
Sun City Center, FL 33573
(813) 633-3500

Dear Applicant:

In order to process a Hardship request for relief from payment of Community Association dues, we ask the applicant to provide the following information:

1. Complete the enclosed application

2. Submit a copy of your last Federal income tax form, or the affidavit form that you are not required to File Taxes.

3. Submit your most recent bank(s) statements for checking, savings, and any other types of accounts

4. Submit proof of pension and Social Security incomes.

You may hand-deliver or mail the information packet to the Community Association Office 1009 N. Pebble Beach Blvd, to the attention of Member Services. If you mail it, please contact Member Services at 813-633-3500 within a week to make sure your application was received. The Hardship Panel may, if required, call you to set up an appointment for a personal interview. The review process will take approximately 30 days and you may be requested to provide some additional information. You will receive a written answer to your request, after final approval by the Hardship Panel and the Community Association Board of Directors.

Payment of your dues and late payment fees will be deferred from the date the request is accepted by the Panel until a final decision has been reached.

Finally, your name and the personal information you provided will be kept confidential and not used for any other purpose.

Sincerely,

Member Services

NOTE: Non-usage of the recreational and other facilities of the CA does not relieve members and/or owners of the obligation to pay the annual membership dues or any applicable fees or assessments.

Sun City Center Community Association, Inc.
1009 N. Pebble Beach Blvd.
Sun City Center, FL 33573
(813) 633-3500

AFFIDAVIT

I, _____ attest that I do not file Income Taxes.
(Applicant Name)

_____ _____
Signature Printed Name

_____
Date

_____
Signature of Notary Public

_____
Notary Public (Typed, Printed or Stamped)

Sun City Center, Community Association
Application for Waiver of Annual Association Dues

Name: _____ **CA Member ID #:** _____

Address: _____ **Date:** _____

Telephone #: _____

MONTHLY EXPENSES

UTILITIES	
Power: Elect and Gas	
Water & Sewer	
TV/ Cable	
Phone	
HOME EXPENSES	
Rent/Mortgage	
Insurance	
Property Taxes	
Food	
MEDICAL	
Doctors	
Prescriptions	
Dental	
Insurance	
Automobile/Golf Cart	
Vehicle Loan	
Vehicle Maintenance	
Insurance	
Gas	
Charity	
Donations	
Credit Cards	
Balance	
Monthly Payment	
MONTHLY TOTAL	
ANNUAL TOTAL	

ANNUAL INCOME

Members at the Residence	Member	Second Member
Social Security		
Bank and Investments		
Interest and Dividends		
Pension		
Wages		
TOTAL Annual Income		

MEMBER ASSETS

Real Estate Owner Name		
Savings Balance		
Checking Balance		
Investments	Total Amount/Balance	
Stocks		
Certificates of Deposit		
Savings Bonds		
Life Insurance		

Exhibit 304.A
revised June 12th, 2024