



Estoppel Certificate

Date of Issuance:

Parcel Owner(s):

Parcel Address:

Parcel Lot #:

Parking Locations: Not specifically marked, but 2 spaces approximately in front of parcel.

Association Legal Counsel: AriasBosinger Law
845 E. New Haven Avenue
Melbourne, FL 32901
(321) 351-1899

Estoppel Fees: ☐ \$25, 10 Business Days
☐ \$50, 3 Business Days
☐ \$150, Member in Arrears

Total Estoppel Fees:

Requestor Name:

Regular Periodic Assessment: \$140 per month

Periodic Assessment Paid Through:

**Next Assessment
Due On:**

**In the Amount
of:**

Other Monies Owed:
(Detailed Listing thru
Estoppel Effective Period)

Other Fees: There are no capital contribution, resale, transfer, or other fees due.



Violation Notices:

Board Approval:

☐

Yes

☐

No, rental properties capped at 41% (64 units) within the complex.

Right of First Refusal:

Association members have no right of first refusal.

Parcel Membership:

The parcel is not a member of any other Association(s).

Association Insurance:

The Association maintains general liability of the common areas and D&O insurance via:

World Insurance Associates, LLC
4650 S. Hopkins Ave.
Titusville, FL 32780
(321) 383-4554

Estoppel Valid Through:

☐

30 days from issuance (Hand-delivery or e-mail)

☐

35 days from issuance (US mail)

Estoppel Certificate Issued By:

Arthur D. Flowers Jr.
President, The Meadows South Association, Inc.
3828 Wethersfield Circle
Titusville, FL 32780
dflowers81@hotmail.com
(321) 266-9916



Assertions

- 1) Per 720.30851, The Meadows South Association, Inc. will issue an Estoppel Certificate within 10 business days after receiving a written or electronic request for an estoppel certificate from a parcel owner, the parcel owner's designee, a parcel mortgagee, or the parcel mortgagee's designee.
- 2) 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. No fee will be charged for an amended estoppel certificate and a new 30 or 35-day effective period begins on the date of issuance of the amended estoppel certificate.
- 3) The Association waives the right to collect any monies 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.
- 4) If an association receives a request for an estoppel certificate from a duly authorized person as stated above and fails to deliver the estoppel certificate within ten (10) business days, a fee may not be charged for the preparation and delivery of the estoppel certificate.
- 5) The maximum 10-day preparation fee for an estoppel certificate is \$250. The maximum, 3-day, expedited preparation fee for an estoppel certificate is \$350. If the parcel owner is delinquent in dues & assessments at the time of the estoppel certificate request, the maximum statutory charge is limited to \$150.
- 6) The Meadows South Association estoppel certificate preparation and delivery policy is published on its website: www.msahoa.com. The policy was adopted by the Association's Board of Directors on February 15, 2025 at a duly noticed Board meeting.
- 7) If the certificate is requested in conjunction with the sale or mortgage of a parcel, but the closing does not occur for which the certificate was sought, the Association shall refund the estoppel fee provided the requestor notifies the Association, in writing, within 30 days of the scheduled closing and provides reasonable documentation that the sale did not occur from a payor. Any such estoppel fees will be refunded within 30 days of the request.
- 8) The refund is the obligation of the parcel owner. The Association may collect it from that owner in the same manner as an assessment as provided in Florida statute. 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.