

Section 1: [Article I, Section 1.1] Definitions, Purpose, and Governing Act

This Declaration of Covenants, Conditions, and Restrictions (or Declaration of Condominium) establishes the governance framework, maintenance obligations, and property covenants for all Lots and Units within the Association in the State of Florida.

Section 2: [Article II, Section 2.1] Membership and Voting Rights

Every record Owner of a fee or undivided fee interest in any Lot or Unit shall be a mandatory Member of the Association and shall be entitled to one (1) vote per Lot or Unit in all Association affairs.

Section 3: [Article XII, Section 12.2] Sale and Lease Screening and Transfer Fees

No Unit Owner at BAHIA MAR OF KEY BISCAYNE CONDOMINIUM ASSOCIATION, INC. may lease, sublease, or transfer a Unit without prior written approval of the Board of Directors. Every lease or purchase application shall be accompanied by a non-refundable screening fee of \$250.00 per applicant, and any lease renewal shall require a \$175.00 transfer fee.

Section 4: [Article VI, Section 6.5] Annual Budget and Waiver of Reserves

The Board of Administration of BAHIA MAR OF KEY BISCAYNE CONDOMINIUM ASSOCIATION, INC. shall establish reserve accounts for roof replacement, building painting, pavement resurfacing, and major capital items; provided, however, that the Unit Owners may by a majority vote at a duly called membership meeting vote to waive or reduce the funding of all reserves for the upcoming fiscal year.

Section 5: [Article XIV, Section 14.3] Fining Procedure and Continuing Lien for Fines

The Board of Directors of BAHIA MAR OF KEY BISCAYNE CONDOMINIUM ASSOCIATION, INC. may summarily impose a fine of up to \$200.00 per violation per day against any Unit Owner or tenant for any violation of the Declaration, Bylaws, or Rules after giving seven (7) days notice of the violation without a hearing committee, and any unpaid fine shall become a continuing lien against the Condominium Unit enforceable by foreclosure.

Section 6: [Rule 8.4] Official Records Inspection and Portable Scanning Restrictions

Official records of BAHIA MAR OF KEY BISCAYNE CONDOMINIUM ASSOCIATION, INC. shall be made available for inspection by a Unit Owner within thirty (30) working days after receipt of a written request submitted to the Board. Unit Owners may not photograph or scan official records using a cell phone, tablet, or portable device during any inspection.

MARKUP #1 ->

MARKUP #1 · CONFLICTS WITH MANDATORY STATE STATUTE

BOARD & COUNSEL REVIEW

Sec. Article XII, Section 12.2 (p. 1): Screening/transfer fee of \$250 exceeds statutory \$150 maximum limit.

Statutory / Legal Reference: Fla. Stat. § 718.112(2)(i)

Statutory Comparison: Florida Statute § 718.112(2)(i) limits transfer and screening fees to a maximum of \$150 per applicant (excluding married couples or parent/child applicants where only a single fee may be charged).

CURRENT WORDING IN DOCUMENT:

Sale and Lease Screening and Transfer Fees - No Unit Owner at BAHIA MAR OF KEY BISCAYNE CONDOMINIUM ASSOCIATION, INC. may lease, sublease, or transfer a Unit without prior written approval of the Board of Administration. Every lease or purchase application shall be accompanied by a non-refundable screening fee of \$250.00 per applicant, and any lease renewal shall require a \$175.00 transfer fee.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Sale and Lease Screening and Transfer Fees - No Unit Owner at BAHIA MAR OF KEY BISCAYNE CONDOMINIUM ASSOCIATION, INC. may lease, sublease, or transfer a Unit without prior written approval of the Board of Administration. Every lease or purchase application shall be accompanied by a non-refundable screening fee of \$150 per applicant, and any lease renewal shall require a \$175.00 transfer fee.

ISSUE #1