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

This Declaration of Condominium establishes the governance framework, common element maintenance obligations, and property covenants for all Condominium Units within the Association in the State of Florida.

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

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

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

No Unit Owner at EAGLE CAY CONDOMINIUM, INC. may lease, sublease, or convey a Unit without prior written approval of the Board of Administration. Every application for sale or lease approval shall be accompanied by a non-refundable transfer and applicant screening fee of $250.00 per applicant, and any lease renewal shall require a $150.00 renewal screening fee.

ISSUE #1

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

The Board of Administration of EAGLE CAY CONDOMINIUM, INC. shall establish reserve accounts for roof replacement, building painting, pavement resurfacing, and structural components; 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 Administration of EAGLE CAY CONDOMINIUM, INC. may impose a fine of up to $200.00 per violation against any Unit Owner or occupant after giving seven (7) days notice of the violation. All unpaid fines shall become a continuing lien against the Condominium Unit enforceable by foreclosure in the same manner as unpaid common expense assessments.

Section 6: [Rule 9.1] Official Records Inspection and Copying

Official records of EAGLE CAY CONDOMINIUM, 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 Management Office. Photographing or scanning Association official records with a cell phone, tablet, or portable device is prohibited during 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:

Lease and Transfer Screening Fee - No Unit Owner at EAGLE CAY CONDOMINIUM, INC. may lease, sublease, or convey a Unit without prior written approval of the Board of Administration. Every application for sale or lease approval shall be accompanied by a non-refundable transfer and applicant screening fee of $250.00 per applicant, and any lease renewal shall require a $150.00 renewal screening fee.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Lease and Transfer Screening Fee - No Unit Owner at EAGLE CAY CONDOMINIUM, INC. may lease, sublease, or convey a Unit without prior written approval of the Board of Administration. Every application for sale or lease approval shall be accompanied by a non-refundable transfer and applicant screening fee of $150 per applicant, and any lease renewal shall require a $150.00 renewal screening fee.