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 FERNWOOD OF KEY BISCAYNE CONDOMINIUM ASSOCIATION, INC. may lease, sell, or transfer a Unit without prior written approval of the Board of Administration. Every lease or purchase application must be accompanied by a non-refundable screening fee of $250.00 per applicant, and any lease renewal shall require an additional $175.00 transfer fee.

ISSUE #1

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

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

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

The Board of Directors of FERNWOOD 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 violating the Declaration, Bylaws, or Rules upon 5 days' notice without prior hearing, and any unpaid fine shall constitute a continuing lien against the Unit subject to foreclosure.

Section 6: [Rules and Regulations, Section 9] Official Records Inspection and Copying

Unit Owners requesting to inspect the official records of FERNWOOD OF KEY BISCAYNE CONDOMINIUM ASSOCIATION, INC. shall submit a written request by certified mail. The Association shall make the official records available for inspection within 30 working days after receipt of the request, and no photographs or scanning with a cell phone or portable device shall be permitted 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:

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

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

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