



may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exemption from Assessments. Until the developer no longer controls the homeowner's association, or until such earlier time as the developer selects, the developer shall be exempt from the payment of the developer's share of all assessments and operating expenses. However, during any period of time in which the developer is exempt from the assessments, the developer hereby covenants and agrees to be responsible for any operating expenses that exceed the assessments receivable from other members of the association.

ARTICLE V. ARCHITECTURAL CONTROL.

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. If the Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after all required plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

Section 1. Review Personnel. The Architectural committee may employ experts or contract with individuals or companies as necessary to assist in the review process.

Section 2. Fees. The Association may elect to charge an architectural review fee, not exceeding \$75.00 plus the cost of the review personnel in section 1 above, if any.

Section 3. Construction Subject to Review. All construction or modifications (except interior alterations not affecting the external structure or appearance of any structure) on any Lot or within the Common Area must be approved in advance by the Architectural Committee. Modifications subject to review specifically include, but are not limited to, painting or other alteration of the exterior of the structure (including doors, windows and trim); replacement of roof or other parts of structure other than with duplicates of the original material; installation of antennas, satellite dishes or receivers, solar panels or

MARKUP #1 ->

MARKUP #1 · CONFLICTS WITH MANDATORY STATE STATUTE

BOARD & COUNSEL REVIEW

Sec. 3. (p. 6): Architectural control clause unlawfully regulates interior modifications not visible from the exterior.

Statutory / Legal Reference: Fla. Stat. § 720.3035(1) & (4) (HB 1203)

Statutory Comparison: Under Fla. Stat. § 720.3035 as amended by HB 1203, an HOA may not require review or approval for interior modifications or air-conditioning systems not visible from the parcel exterior, and any denial of an architectural request must include written notice stating with specificity the rule or covenant relied upon.

CURRENT WORDING IN DOCUMENT:

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SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Pursuant to Fla. Stat. § 720.3035(1) and (4), architectural approval shall not be required for interior modifications not visible from the exterior of the structure, and any written denial must specify the exact published covenant, rule, or guideline violated.

ISSUE #1