governmental unit for public utilities or other public purposes consistent with the intended use of such property.

ISSUE #1

(b) Maintenance. Commencing with the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Community Areas in a continuous and satisfactory manner and for the payment of taxes assessed against the Community Areas and any improvements and any personal property thereon accruing from and after the date these convenants are recorded. Such taxes shall be prorated between Developer and the Association as of the date of such recordation. The Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Community Areas (upon completion of construction by Developer), including, but not limited to, landscaping, roadways, drainage structures, street lighting fixtures and appurtenances, except public utilities. All such work shall be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Maintenance of the street lighting fixtures shall include the fixtures within the Community Areas and shall further extend to payment for electricity consumed in the illumination of such lights. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article V hereof. Assessments for the Community Areas shall be against all Units equally; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by the failure of a Member to comply with the lawfully adopted rules and regulations of the Association shall be levied as a special assessment against such Member. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Community Areas or abandonment of his right to use the Community Areas.

(c) Developer's Right to Community Areas. Developer shall have the right, from time to time, to enter upon the Community Areas and upon adjacent properties for the purpose of constructing any facilities on the Community Areas that Developer elects to build.

(d) Street Lighting. The Association may install street lighting, and shall have the obligation for maintenance of any street lighting facilities from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first. In the event the Developer, in its sole discretion, elects to install such street lighting, Developer shall be entitled to all rebates or refunds of the installation charges and the Association hereby assigns such rebates or refunds to Developer and the Association shall forthwith pay same to the Developer.

(e) Recreation Facilities and Additional Community Areas. The Recreation Facilities shall include, but not be limited to, pools and accompanying sundecks, bath facilities and shall specifically exclude those portions of the Community Areas constituting roads, access tracts, water bodies, beaches, parks, ponds, or bike paths dedicated for such purposes by the Developer, at the sole discretion of the Developer and made subject to this Declaration (pursuant to Section 2 of Article II) without the submission of additional recreation areas. The maximum number of units that will utilize the Community Areas is 640, of all of the lands of the The Lakeshore Community are subjected to the terms of this Declaration without additional Recreational Facilities being provided.

The decision to declare additional Community Areas and Recreational Facilities shall be at the sole discretion of the Developer and as required by governmental regulations.

(f) Designation of Restricted Community Areas.

(1) By the Developer - The Developer hereby reserves the right to designate certain Recreation Facilities of the Community Areas as Restricted Community Areas and certain Owners who may use the designated area ("Beneficiary Owners") in any Supplemental Declaration without the consent of any Owners or the Association. The cost and expenses for any Restricted Common Area shall be against the designated Beneficiary Owners equally, subject to the same condition as assessments for Community Areas.

MARKUP #1 ->

MARKUP #1 · CONFLICTS WITH MANDATORY STATE STATUTE — BOARD & COUNSEL REVIEW

Sec. 5. (p. 4): Outdated reserve waiver clause contradicts mandatory post-milestone SIRS requirements.

Statutory / Legal Reference: Fla. Stat. § 718.112(2)(f) (HB 1021)

Statutory Comparison: Effective under HB 1021, condominium and cooperative associations cannot waive or reduce reserves for items required by a Structural Integrity Reserve Study (SIRS), nor use structural reserve funds for non-scheduled purposes without statutory exemptions.

CURRENT WORDING IN DOCUMENT:

No Owner may waive or escape liability assessments for such maintenance by non-use Community Areas or abandonment of his right to use the Community
(c) Developer's Right to Community Developer shall have the right, from time to time, to enter upon the Community Areas adjacent properties purpose of constructing any facilities on Community Areas that Developer elects to build.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Provided, however, that reserve funding for components covered by a Structural Integrity Reserve Study (SIRS) pursuant to Fla. Stat. § 718.112(2)(g) cannot be waived, reduced, or used for any purpose other than their designated structural replacement.