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 XV, Section 15.1] Retroactive Rental Restriction Amendment

Effective upon recording of this Amendment to the Declaration of LEE MANOR CONDOMINIUM, a minimum lease period of twelve (12) months and a strict rental cap of ten percent (10%) of all Units shall govern the Condominium. This leasing restriction applies immediately to all owners with no grandfathering, and all existing leases shall terminate upon expiration of their current term.

ISSUE #1

Section 4: [Article VIII, Section 8.2] Delinquent Assessment Interest and Late Charges

Assessments and installments on such assessments not paid within ten (10) days from the date when they are due at LEE MANOR CONDOMINIUM shall bear interest at the rate of twenty-four percent (24%) per annum from the due date until paid, and shall incur an administrative late fee of $75.00 per delinquent installment.

Section 5: [Article IV, Section 4.9] Recall and Removal of Board Directors

Any member of the Board of Administration of LEE MANOR CONDOMINIUM may only be recalled and removed from office for cause by an affirmative vote of seventy-five percent (75%) of all voting interests in the Condominium at a special meeting called for that purpose.

Section 6: [Rule 6.2] Parking Garage and Electric Vehicle Charging

Assigned parking spaces at LEE MANOR CONDOMINIUM are restricted to passenger automobiles only. Because of common electrical load concerns, electric vehicle charging stations and EV chargers are prohibited within all limited common element and assigned resident parking spaces.

MARKUP #1 ->

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

Sec. Article XV, Section 15.1 (p. 1): Clause applies new rental restrictions retroactively in direct violation of Fla. Stat. § 718.110(13).

Statutory / Legal Reference: Fla. Stat. § 718.110(13)

Statutory Comparison: An amendment prohibiting or regulating the duration or frequency of rentals only applies to unit owners who consent to the amendment or who acquire title after the amendment's recording date.

CURRENT WORDING IN DOCUMENT:

Retroactive Rental Restriction Amendment - Effective upon recording of this Amendment to the Declaration of LEE MANOR CONDOMINIUM, a minimum lease period of twelve (12) months and a strict rental cap of ten percent (10%) of all Units shall govern the Condominium. This leasing restriction applies immediately to all owners with no grandfathering, and all existing leases shall terminate upon expiration of their current term.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

In accordance with Fla. Stat. § 718.110(13), these leasing restrictions apply only to unit owners who consented to this amendment in writing or who acquired title to their unit after the recording date of this amendment.