

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 XVI, Section 16.4] Mandatory Transfer Fee and Capital Working Fund Assessment

Upon every sale, gift, devise, or lease of a Condominium Unit, the transferee or lessee shall pay a non-refundable application fee of three hundred fifty dollars (\$350.00) per person, regardless of marital or family relationship, plus a non-refundable working capital fee equal to three (3) months of regular condominium assessments.

ISSUE #1

Section 4: [Article V, Section 5.4] Annual Waiver of Structural Integrity Reserve Study and Reserve Funding

The Board of Administration of this ten-story residential condominium building may defer conducting any structural reserve study indefinitely, and a majority of the Board of Directors may vote each budget cycle to waive funding for all structural and non-structural reserve accounts.

Section 5: [Article VIII, Section 8.6] Suspension of Voting Rights and Common Element Access Without Notice

Any Unit Owner whose account is more than ten (10) days past due in any amount, or who is alleged to be in violation of any Rule or Regulation, shall automatically forfeit all voting rights and the right to use the parking lot, elevators, and common laundry facilities without requirement of a formal Board vote or fourteen (14) days' notice.

Section 6: [Rule 15.3] Official Records Inspection Delay and Hourly Supervision Fee

The Association shall have forty-five (45) business days following receipt of a certified request to make Official Records available for inspection, and the requesting Unit Owner must prepay a supervision charge of fifty dollars (\$50.00) per hour for management staff to monitor the inspection.

MARKUP #1 ->

MARKUP #1 · CONFLICTS WITH MANDATORY STATE STATUTE

BOARD & COUNSEL REVIEW

Sec. Article XVI, Section 16.4 (p. 1): Screening/transfer fee of \$350 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:

Mandatory Transfer Fee and Capital Working Fund Assessment - Upon every sale, gift, devise, or lease of a Condominium Unit, the transferee or lessee shall pay a non-refundable application fee of three hundred fifty dollars (\$350.00) per person, regardless of marital or family relationship, plus a non-refundable working capital fee equal to three (3) months of regular condominium assessments.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Mandatory Transfer Fee and Capital Working Fund Assessment - Upon every sale, gift, devise, or lease of a Condominium Unit, the transferee or lessee shall pay a non-refundable application fee of three hundred fifty dollars (\$150) per person, regardless of marital or family relationship, plus a non-refundable working capital fee equal to three (3) months of regular condominium assessments.