



MARKUP #1 ->

MARKUP #1 · CONFLICTS WITH MANDATORY STATE STATUTE

BOARD & COUNSEL REVIEW

Property. Provisions regarding County right of entry and compliance with Manatee County Land Development Code are attached hereto as Exhibit B and incorporated herein.

2.06 **Members' Easement of Enjoyment.** Every member shall have a non-exclusive easement for the use and enjoyment of the Common Property, in common with the other members, which shall be appurtenant to and to pass with the member's title to a Lot. Such rights shall, however, be subject to the provisions of this Declaration, the Articles and the By-Laws, and subject to the following provisions:

ISSUE #1

(a) The right of the Association to establish and publish rules and regulations governing the use of the Common Areas affecting the welfare of Association members.

(b) The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Association, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. After the Turnover Date no such dedication or transfer shall be effective unless an instrument signed by the Owners entitled to cast two thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication or transfer.

(d) The right of Developer to grant additional non-exclusive easements in, on, under, through or over Common Property to owners of property not part of the Neighborhood for the purposes of access, ingress, egress, utilities or drainage.

(e) The right of the Association through the Board, with the written consent of Developer prior to the Turnover Date, and without such consent thereafter, to grant such drainage, utility and access easements over the Common Property or any part thereof, to governments having jurisdiction, providers of utilities or Developer, provided such easement, in the judgment of the Board, will not unreasonably interfere with the use of the Common Property for its intended purpose.

(f) The terms of this Declaration, the Manatee County Land Development Code and the terms of all governmental approvals affecting the development of the Neighborhood.

(g) All easements herein described are easements appurtenant, running with the land; they shall at all times inure to the benefit of and be binding upon the undersigned, all of their grantees, and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

(h) Each Member's easement with respect to the Mailboxes is restricted to the Mailbox specifically assigned to the Lot owned by such Member.

DEVELOPER, BUILDER AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL FOR ANY LAKE, RECREATION AREA, NATURE AREA OR ANY OTHER COMPONENT OF THE COMMON PROPERTY. ANY OWNER OR INDIVIDUAL USING SUCH AREAS SHALL DO SO AT HIS/HER OWN RISK AND HEREBY FOR HIMSELF/HERSELF AND HIS/HER FAMILY MEMBERS, TENANTS, AND GUESTS, AGREES TO INDEMNIFY AND HOLD DEVELOPER, BUILDER AND THE ASSOCIATION HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OR LOSSES ARISING FROM SUCH USE.

DEVELOPER, BUILDER AND THE ASSOCIATION MAKE NO GUARANTY OR WARRANTY THAT ANY NEIGHBORHOOD ENTRANCE GATES AND/OR KEYPAD ENTRY OR SIMILAR SYSTEMS WILL PROVIDE PROTECTION FROM ENTRY BY UNAUTHORIZED PERSONS INTO THE NEIGHBORHOOD OR FROM THE CONSEQUENCES ARISING FROM SUCH ENTRY. DEVELOPER,

Sec. 2.06 (p. 5): Governing document purports to suspend a Member's voting rights for any unpaid assessment or covenant/rule violation without meeting the statutory threshold of more than \$1,000 AND more than 90 days delinquent under Fla. Stat. § 720.305(4).

Statutory / Legal Reference: Fla. Stat. § 720.305(4)

Statutory Comparison: Under Fla. Stat. § 720.305(4), an association may suspend the voting rights of a unit or parcel or member only for the nonpayment of a fee, fine, or other monetary obligation due to the association that is more than \$1,000 AND more than 90 days delinquent, and such suspension must be approved by the Board at a properly noticed Board meeting with proof of such monetary obligation provided to the owner 30 days before the suspension takes effect. Voting rights may never be suspended for non-monetary rule violations or minor assessment delinquencies of \$1,000 or less.

CURRENT WORDING IN DOCUMENT:

The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Pursuant to Fla. Stat. § 720.305(4), a Member's voting rights may be suspended by the Board of Directors at a duly noticed Board meeting only if the Member is delinquent in the payment of a monetary obligation due to the Association of more than \$1,000 AND more than ninety (90) days past due, following at least thirty (30) days' written notice of such monetary obligation. Voting rights shall not be suspended for non-monetary covenant or rule infractions.