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 XIII, Section 13.1] Estoppel Certificate Issuance and Preparation Fee

Upon written request in connection with the sale or refinancing of a Unit at MILAM CONDOMINIUM SOUTH, INC., the Association shall issue an estoppel certificate within twenty-one (21) business days after receipt of the request, conditioned upon advance payment of a non-refundable estoppel preparation fee of $450.00.

ISSUE #1

Section 4: [Article III, Section 3.6] Election of Directors by Proxy and Proxy Duration

Directors of MILAM CONDOMINIUM SOUTH, INC. may be elected by general or limited proxy at the annual meeting, and Unit Owners must sign their ballot with their Unit numbe. Every proxy executed by a Unit Owner shall remain valid and effective for a period of eleven (11) months from the date of execution.

Section 5: [Article VII, Section 7.8] Annual Budget and Waiver of Reserves

At MILAM CONDOMINIUM SOUTH, INC., the Board of Administration shall include reserve accounts for roof replacement, building painting, and pavement resurfacing in the annual budget; provided, however, that the unit owners may vote to waive or reduce all reserves for the next fiscal year by a simple majority vote at a membership meeting.

Section 6: [Rule 10.3] Satellite Dishes and Solar Energy Collectors

No satellite dishes or antenna shall be permitted on any balcony, patio, or exclusive-use area at MILAM CONDOMINIUM SOUTH, INC. without prior written approval of the Board, and solar panels are prohibited on all roof surfaces.

MARKUP #1 ->

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

Sec. Article XIII, Section 13.1 (p. 1): Estoppel certificate fee provision violates statutory preparation fee caps under Fla. Stat. § 718.116(8).

Statutory / Legal Reference: Fla. Stat. § 718.116(8)

Statutory Comparison: Under Fla. Stat. § 718.116(8), an association must issue an estoppel certificate within 10 business days after receiving a written or electronic request (and waives any fee if not delivered within 10 business days). Preparation fees are strictly capped by statute (base statutory cap of $299 as adjusted by DBPR CPI schedule, plus statutory surcharges only for expedited 3-day delivery or delinquent accounts).

CURRENT WORDING IN DOCUMENT:

Estoppel Certificate Issuance and Preparation Fee - Upon written request in connection with the sale or refinancing of a Unit at MILAM CONDOMINIUM SOUTH, INC., the Association shall issue an estoppel certificate within twenty-one (21) business days after receipt of the request, conditioned upon advance payment of a non-refundable estoppel preparation fee of $450.00.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Pursuant to Fla. Stat. § 718.116(8), the Association shall issue an estoppel certificate within ten (10) business days after receipt of a written or electronic request, failing which any fee shall be waived/refunded. Estoppel preparation fees shall not exceed the maximum amounts permitted under Fla. Stat. § 718.116(8) and the current DBPR CPI fee schedule.