

ISSUE #1

Declaration, be responsible for the management, maintenance and operation of the Common Areas, including, without limitation, all property taxes and other assessments which are liens against the Common Areas from and after the date of recordation of this Declaration. The Association will indemnify, defend and hold harmless Declarant, its successors and assigns, and their affiliates, partners, employees and agents against, in respect of, and reimburse the same on demand for, any and all claims, demands, losses, costs, expenses, settlements, obligations, liabilities, damages, recoveries and deficiencies, including, but not limited to, interest, penalties, attorneys' and paralegals' fees and disbursements (even if incident of any appeals), Declarant, its successors or assigns, and their partners, affiliates, officers, stockholders, directors, employees, or agents incur or suffer, which arise, result from, or relate to, the ownership, operation or management of the Common Areas or any other activities of the Association after the date of this Declaration, other than any act resulting from the gross negligence or willful misconduct by Declarant. To the extent necessary, the Association shall levy a Special Assessment against Owners other than Declarant to cover the costs of indemnity.

Section 12.3. **Rules and Regulations.** The Association, through its Board of Directors, may make and enforce reasonable Rules and Regulations governing the use of the Properties, which Rules and Regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines, which shall constitute a lien upon the Owner's Lot or Lots, and suspension of the right to vote and the right to use Common Areas, and exclusion from the Properties of any contractor, subcontractor, agent or other invitee who fails to comply with the provisions of such Rules and Regulations. The Board shall, in addition, have the power to seek relief in any court for violations or to abate unreasonable disturbances. Imposition of sanctions shall be subject to the procedures for disciplinary action provided by law.

Except to the extent prohibited by law, the Association, through the Board, by contract or other agreement, shall have the right to enforce all applicable federal, state and local laws, ordinances and regulations and to permit any governmental or quasi-governmental agency to enforce such parties' rules and ordinances on the Properties.

Section 12.4. **Implied Rights.** The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE 13. ASSESSMENTS

Section 13.1. **Creation of Assessments.** There are hereby created Assessments for expenses for the Association as may from time to time be authorized by the Board of Directors to be commenced at the time and in the manner set forth in this Article. There shall be four (4) types of Assessments: (a) Common Assessments for Common Expenses for the benefit of all Members of the Association; (b) Special Assessments as described in Section 13.5 below; (c) Neighborhood Assessments as described in Section 13.4 below; and (d) Benefit Assessments as described in 13.6 below.

Common Assessments shall be allocated one (1) Assessment to each Lot subject to this Declaration.

MARKUP #1 ->

MARKUP #1 · CONFLICTS WITH MANDATORY STATE STATUTE

BOARD & COUNSEL REVIEW

Sec. 12.3. (p. 29): HOA clause permits placing a lien on a parcel for unpaid fines without the statutory \$1,000 minimum threshold.

Statutory / Legal Reference: Fla. Stat. § 720.305(2)
Statutory Comparison: Under Fla. Stat. § 720.305(2), a fine of less than \$1,000 may not become a lien against a parcel.

CURRENT WORDING IN DOCUMENT:
Declaration. Sanctions may include reasonable monetary fines, which shall constitute a lien upon the Owner's Lot or Lots, and suspension of the right to vote and the right to use Common Areas, and exclusion from the Properties of any contractor, subcontractor, agent or other invitee addition, have the power to seek relief in any court for violations or to abate unreasonable disturbances.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):
Pursuant to Fla. Stat. § 720.305(2), a fine of less than \$1,000 may not become a lien against a parcel.