

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 VII, Section 7.2] Conduct of Board and Member Meetings

At all meetings of the Board of Administration and Unit Owners of PORTOFINO OF COCONUT GROVE CONDOMINIUM ASSOCIATION, INC., video recording of board or member meetings is strictly prohibited, and owners may not record proceedings or address the Board beyond a speaking limit of 1 minute per agenda item.

ISSUE #1

Section 4: [Article XI, Section 11.7] Estoppel Certificate Issuance and Fees

Upon written request by a Unit Owner or mortgagee in connection with the sale or refinancing of a Unit at PORTOFINO OF COCONUT GROVE CONDOMINIUM ASSOCIATION, INC., the Association shall deliver an estoppel certificate within 21 business days after receipt of the request, conditioned upon payment of a non-refundable estoppel preparation fee of \$450.00.

Section 5: [Article IX, Section 9.5] Hurricane Shutters and Exterior Storm Protection

Exterior hurricane shutters, storm shutters, and impact glass modifications are prohibited on any balcony or window aperture at PORTOFINO OF COCONUT GROVE CONDOMINIUM ASSOCIATION, INC., or the Board may deny at sole discretion any Unit Owner application to install hurricane shutters or code-compliant storm protection.

Section 6: [Article XII, Section 12.2] Sale and Lease Screening and Transfer Fees

No Unit Owner at PORTOFINO OF COCONUT GROVE CONDOMINIUM ASSOCIATION, INC. may lease, sell, or transfer a Unit without prior written approval of the Board of Administration. Every lease or purchase application must be accompanied by a non-refundable screening fee of \$250.00 per applicant, and any lease renewal shall require an additional \$175.00 transfer fee.

MARKUP #1 ->

MARKUP #1 · CONFLICTS WITH MANDATORY STATE STATUTE

BOARD & COUNSEL REVIEW

Sec. Article VII, Section 7.2 (p. 1): Meeting rule unlawfully prohibits owners from audio or video recording association meetings.

Statutory / Legal Reference: Fla. Stat. § 718.112(2)(c) (HB 1021) & F.A.C. Rule 61B-23.002(9)-(10)

Statutory Comparison: Under Fla. Stat. § 718.112(2)(c) (as amended by HB 1021, effective July 1, 2024) and F.A.C. Rule 61B-23.002, every unit owner has the statutory right to attend and speak on all designated agenda items, to tape-record or videotape open meetings, and (for condominiums with >10 units) to ask questions of the Board at least four times per year regarding construction/repair projects, revenues/expenditures, and condominium operations. Conditioning the statutory right to speak or record on filing a written request 48 hours before the meeting commences - when board notices and agendas themselves may be posted only 48 hours prior - creates an unenforceable procedural barrier.

CURRENT WORDING IN DOCUMENT:

Conduct of Board and Member Meetings - At all meetings of the Board of Administration and Unit Owners of PORTOFINO OF COCONUT GROVE CONDOMINIUM ASSOCIATION, INC., video recording of board or member meetings is strictly prohibited, and owners may not record proceedings or address the Board beyond a speaking limit of 1 minute per agenda item.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Pursuant to Fla. Stat. § 718.112(2)(c) (HB 1021) & F.A.C. Rule 61B-23.002(9)-(10), any owner may audio or video record open meetings of the Board or Membership and shall have the right to speak for at least three (3) minutes on any designated agenda item at the meeting without a 48-hour pre-filing forfeit.