

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 13.6] Estoppel Certificate Issuance and Fee

Upon written request from a Unit Owner or mortgagee in connection with a sale or refinancing at RO-MONT GARDENS ANDOVER CONDOMINIUM "H", the Association shall issue an estoppel certificate of assessments within twenty-one (21) business days of the request and payment of a non-refundable \$450.00 preparation fee.

Section 4: [Article VII, Section 7.8] Accounting Records and Financial Reporting

Accounting records and reports of RO-MONT GARDENS ANDOVER CONDOMINIUM "H" shall be maintained according to good accounting practices, and within ninety (90) days after the end of the fiscal year the Board shall mail or furnish to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months.

Section 5: [Article III, Section 3.6] Election of Directors and Proxy Voting

At each annual election of RO-MONT GARDENS ANDOVER CONDOMINIUM "H", directors may be elected by general or limited proxy cast by Unit Owners in good standing, and every proxy shall remain valid and effective for a duration of eleven (11) months from the date of execution unless earlier revoked.

Section 6: [Rule 9.1] Official Records Inspection and Copying

Official records of RO-MONT GARDENS ANDOVER CONDOMINIUM "H" shall be made available for inspection by a Unit Owner within thirty (30) working days after receipt of a written request submitted to the Management Office. Photographing or scanning Association official records with a cell phone, tablet, or portable device is prohibited during inspection.

MARKUP #1 ->

MARKUP #1 · CONFLICTS WITH MANDATORY STATE STATUTE

BOARD & COUNSEL REVIEW

Sec. Article XIII, Section 13.6 (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 Fee - Upon written request from a Unit Owner or mortgagee in connection with a sale or refinancing at RO-MONT GARDENS ANDOVER CONDOMINIUM "H", the Association shall issue an estoppel certificate of assessments within twenty-one (21) business days after receipt of the request and payment of a non-refundable \$450.00 preparation fee.

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.

ISSUE #1