

ISSUE #1

MARKUP #1 ->

governing the use of the Properties and Common Properties and Village Common Properties, which rules and regulations shall be consistent with the rights and duties established by the Declaration. ~~Sanctions may include but are not intended to be limited to reasonable monetary fines which shall constitute a lien upon the affected Owner's Residential Unit and suspension of the right to vote and the right to use the Common Property and/or Village Common Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate disturbances.~~

(t) Implied Rights. The Association may exercise any other right or privilege given to it expressly by the Declaration, any Supplemental Declaration, its Articles of Incorporation or its Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it in said documents or reasonably necessary to effectuate any such right or privilege. Unless otherwise specifically prohibited, any and all functions, responsibilities, authorities, duties, powers, and obligations of the Association shall be fully transferable, in whole or in part, to any Village or Residential Association, developer, governmental unit, condominium, apartment, public body, or similar entity. Any instrument effecting such a transfer shall specify the duration thereof and the means of revocation.

ARTICLE VI
Membership

Declarant and each Owner, shall be a Member of the Association, provided that any such person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member; and further provided that for the purposes of this Article, Declarant shall be entitled to retain the rights of a Member for each Residential Unit owned by a builder who in its normal course of business has purchased the Residential Unit for the purpose of constructing thereon a dwelling for resale. Such builder shall not become a Member so long as such builder does not occupy the Residential Unit as a residence or lease same to anyone as a residence. If the builder has not sold the Residential Unit one (1) year after completion, or if the builder or any tenant or lessee of the builder occupies the Residential Unit at any time for residential purposes, the builder shall thereafter become a Member and Declarant shall not thereafter exercise membership rights as to that Residential Unit. However, the builder shall assume the assessment obligations as to the Residential Unit upon acquisition to title to same.

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

Sec. M (p. 6): 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:
to reasonable monetary fines which shall constitute a lien upon the affected Owner's Residential Unit and suspension of the right to vote and the right to use the Common Property and/or Village Common Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate 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.