

MARKUP #1 ->

signs which may be displayed; there shall not be, however, more than one "For Sale" sign on any property under contiguous ownership, and no "For Sale" or "For Rent" sign shall be in excess of 6" x 8" in size.

Section 22 Board Policy: A single tube may be attached to a "For Sale" sign if it meets the following conditions:

1. It has no writing, advertising or logos on it.
2. The words "Free Take One" are permitted.
3. Its size is no larger than necessary to accommodate normal 8 1/2 x 11 paper
4. It is a solid, neutral or clear color.
5. Written notice of violations will be sent by mail to both the homeowner and the realtor.

MAINTENANCE - I, II and III

Building(s) and other structures, when completed, shall be maintained in a like-new condition and shall be kept freshly painted including sidewalks, driveways and roofs. The color of paint shall not be changed without the written consent of the Grantor.

ISSUE #1

~~No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the premises on the afore described land, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and, in addition all of the landscaping including the grass shall be kept as befitting a high-quality lawn and any plants, grass, shrubs, etc. that might die or become other than luxuriant and well formed shall be promptly replaced and should the Grantee fail to keep premises in the afore described condition, then the Grantor may enter upon the land and repair, replace, install or maintain the offending portion and such entry shall not be deemed a trespass and a lien shall arise in favor of the Grantor to the extent of the expenses to accomplish the afore stated.~~

NO TEMPORARY BUILDING - I, II and III

No tents and no temporary or accessory building or structure shall be erected without the written consent of the Grantor.

WAIVER OF RESTRICTIONS - I, II and III

The failure of the Grantor to enforce any building restrictions, covenant, condition, obligation, right or power herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce thereafter these rights as to the same violation or as to a breach of violation occurring prior or subsequent thereto.

PROHIBITION AGAINST DIGGING WATER WELLS - I, II and III

On all the aforementioned tracts digging or drilling of water wells is hereby prohibited on the aforementioned property, except upon the written approval of Grantor and proper governmental authority.

VEHICLES ON COMMON AREAS - I, II and III

Automobiles, truck and motorcycles of every description shall be prohibited access to or progress over the Common Areas, and transportation devices in addition to walking, shall be limited to bicycles,

MARKUP #1 · CONFLICTS WITH MANDATORY STATE STATUTE

BOARD & COUNSEL REVIEW

Sec. 4 (p. 3): Covenant authorizes unlawful self-help termination of essential residential utilities, warrantless self-help lot/unit entry or demolition, lockouts, or denial of ingress/egress.

Statutory / Legal Reference: Fla. Stat. § 720.305(2)(a), & § 83.67

Statutory Comparison: Under Florida law, an association may only suspend common area recreational use rights; interrupting essential utility services (water, electricity, gas, sewer) or blocking physical/vehicular ingress and egress to an owner's residence is strictly prohibited by Fla. Stat. § 720.305(2)(a) and § 718.303(3).

CURRENT WORDING IN DOCUMENT:

premises on the afore described land, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and, in addition all of the landscaping including the grass shall be kept as befitting a highquality lawn and any plants, grass, shrubs, etc.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Under no circumstances shall any suspension of privileges impair the right of an Owner or occupant to have vehicular and pedestrian ingress to and egress from their Lot or Unit, nor shall the Association disconnect essential residential utility services, execute non-judicial self-help entry/demolition, or conduct non-judicial lockouts, in accordance with Fla. Stat. § 720.305(2)(a), & § 83.67.