

Subdivision, running with the land, and shall be deemed for the benefit of all the lands in the Subdivision; and they shall be and remain in full force for 25 years from the 1st day of November, A.D., 1955, at which time they shall be automatically extended for successive periods of ten years each unless by vote of a majority of the then owners of the residential lots of this Subdivision it is agreed to change them in whole or in part.

18. GRANTOR MAY ASSIGN:

Three Bays Properties #1, Inc. may assign any and all its rights, powers, obligations and privileges under this instrument to Snapper Creek Lakes Club, Inc., or to any other corporation, association or person.

19. RESTRICTIONS UNIFORM:

The foregoing restrictions shall be applicable to all lots in said Subdivision, with the exception of Tract A.

20. MAINTENANCE CHARGE AND FEES

Section 1. The Board of Governors of SNAPPER CREEK LAKES CLUB, INC. shall have the right and power to subject the properties situated in SNAPPER CREEKS LAKES SUBDIVISION except streets, ways, and parks, except Tract "A," to an annual maintenance charge, and capital improvement assessments, as further described in the Charter and By-Laws of Snapper Creek Lakes Club, Inc. (the "Club"), and in the amounts to be determined in accordance with and as permitted by the Club's Charter and By-Laws.

Section 2. The said maintenance charge and assessment funds may be used as follows:

- A. For lighting, improving and maintaining the streets and dedicated right of way areas maintained for the general use of the owners and occupants of land included in said subdivision.

Sec. 17 (p. 12): Declaration duration/automatic-renewal clause relies on private renewal language without addressing Florida Marketable Record Title Act (MRTA, Ch. 712) 30-year statutory extinguishment.

Statutory / Legal Reference: Fla. Stat. Ch. 712 (§§ 712.05 - 712.06), § 720.303(2)(e) & § 720.3032

Statutory Comparison: Under Florida's Marketable Record Title Act (Ch. 712), residential HOA covenants expire by operation of law 30 years after their root of title despite private 50- or 90-year terms or automatic 10-year renewal clauses, unless the Board timely records a Summary Notice of Preservation (§ 712.05(2)(b)) or Statement of Marketable Title Action (§ 720.3032). Furthermore, § 720.303(2)(e) requires the Board to consider the desirability of preserving the covenants from MRTA extinguishment at the first board meeting after the annual meeting each year.

CURRENT WORDING IN DOCUMENT:

DURATION OF RESTRICTIONS: The foregoing agreements, covenants, restrictions and conditions shall constitute an easement and servitude in and upon the lands conveyed in Snapper Creek Lakes 11 Subdivision, running with the land, and shall be deemed for the benefit of all the lands in the Subdivision, and they shall be and remain in full force for 25 years from the 1 st day of November, A.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Notwithstanding the stated term or automatic renewal periods above, pursuant to Fla. Stat. Chapter 712 and §§ 720.303(2)(e) and 720.3032, the Board of Directors shall annually consider preservation of these covenants at the first board meeting (excluding the organizational meeting) following each annual meeting of the members, and shall record a Summary Notice of Preservation or Statement of Marketable Title Action in the County Public Records prior to the expiration of thirty (30) years from the root of title.