

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 XII, Section 12.3] Lease and Transfer Application Screening Fees

No Unit Owner may sell, lease, or transfer any Unit without prior written approval of the Board of Administration. Every sale or lease application shall be accompanied by a non-refundable application and background screening fee of \$250.00 per adult applicant (including married spouses), plus an annual lease renewal screening fee of \$125.00 upon any extension or renewal of an existing lease.

Section 4: [Article VI, Section 6.4] Waiver of Reserves by Majority Vote

The Board of Administration shall include reserve accounts for roof replacement, building painting, pavement resurfacing, and structural components in the annual budget; provided, however, that the members may, by a simple majority vote at a duly called meeting of the Association, vote to waive or reduce the funding of all statutory and structural integrity reserves for the ensuing fiscal year.

Section 5: [Article XIV, Section 14.2] Fines, Suspensions, and Assessment Lien Enforcement

The Board of Administration may levy a fine of up to \$150.00 per day, up to a maximum aggregate of \$2,500.00, against any Unit Owner, tenant, or invitee for any violation of the Declaration, Bylaws, or Rules. Fines shall become effective immediately upon written notice from the Board unless the Unit Owner requests a hearing before the Board within seven (7) days, and any unpaid fine shall be collected as a special assessment secured by the Association's statutory lien against the Unit.

Section 6: [Rules and Regulations, Section 8] Official Records Inspection Procedure

Unit Owners requesting to inspect Official Records of the Association must submit a notarized written request stating the specific proper purpose for the inspection. The Management Company shall schedule an appointment within thirty (30) days of receipt, charge an administrative supervision fee of \$45.00 per hour, and charge \$1.00 per page for copies. Photographing or scanning documents with cell phones or personal devices is strictly prohibited.

MARKUP #1 ->

MARKUP #1 · CONFLICTS WITH MANDATORY STATE STATUTE

BOARD & COUNSEL REVIEW

Sec. Article XII, Section 12.3 (p. 1): Screening/transfer fee of \$250 exceeds statutory \$150 maximum limit.

Statutory / Legal Reference: Fla. Stat. § 718.112(2)(i)

Statutory Comparison: Florida Statute § 718.112(2)(i) limits transfer and screening fees to a maximum of \$150 per applicant (excluding married couples or parent/child applicants where only a single fee may be charged).

CURRENT WORDING IN DOCUMENT:

Lease and Transfer Application Screening Fees - No Unit Owner may sell, lease, or transfer any Unit without prior written approval of the Board of Administration. Every sale or lease application shall be accompanied by a non-refundable application and background screening fee of \$250.00 per adult applicant (including married spouses), plus an annual lease renewal screening fee of \$125.00 upon any extension or renewal of an existing lease.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Lease and Transfer Application Screening Fees - No Unit Owner may sell, lease, or transfer any Unit without prior written approval of the Board of Administration. Every sale or lease application shall be accompanied by a non-refundable application and background screening fee of \$150 per adult applicant (including married spouses), plus an annual lease renewal screening fee of \$125.00 upon any extension or renewal of an existing lease.

ISSUE #1