

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 13.1] Transfer Fee and Security Deposit on Sales and Leases

Every proposed sale, conveyance, or lease of a Condominium Unit requires a \$300.00 non-refundable processing and screening fee payable to the Association, together with a common element security deposit equal to two (2) months' rent before any tenant may take occupancy.

ISSUE #1

Section 4: [Article V, Section 5.8] Inspection and Copying of Condominium Official Records

Official Records of the Association shall be made available for inspection by a Unit Owner within twenty-one (21) business days after receipt of a written request. No Unit Owner may inspect records more than once in any six-month period, and financial records, vendor contracts, and engineering reports may not be copied or photographed.

Section 5: [ArticleXV, Section 15.4] Administrative Fining Authority of the Board

The Board of Administration is empowered to levy fines up to \$250.00 per violation, or \$250.00 per day for a continuing violation up to \$5,000.00, directly upon majority vote of the Board at any regular meeting. Any fine remaining unpaid after thirty (30) days shall be added to the Unit Owner's assessment ledger and secured by a claim of lien.

Section 6: [Article VIII, Section 8.3] Suspension of Voting Rights and Use Rights

The Board of Administration may immediately suspend the voting rights and common element access key fobs, including elevator and parking access to the Unit, of any Unit Owner who is more than fifteen (15) days delinquent in the payment of any assessment, fine, or fee.

MARKUP #1 ->

MARKUP #1 · CONFLICTS WITH MANDATORY STATE STATUTE

BOARD & COUNSEL REVIEW

Sec. Article XIII, Section 13.1 (p. 1): Screening/transfer fee of \$300 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:

Transfer Fee and Security Deposit on Sales and Leases - Every proposed sale, conveyance, or lease of a Condominium Unit requires a \$300.00 non-refundable processing and screening fee payable to the Association, together with a common element security deposit equal to two (2) months' rent before any tenant may take occupancy.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Transfer Fee and Security Deposit on Sales and Leases - Every proposed sale, conveyance, or lease of a Condominium Unit requires a \$150 non-refundable processing and screening fee payable to the Association, together with a common element security deposit equal to two (2) months' rent before any tenant may take occupancy.