



MARKUP #1 ->

Article 7
Rights and Obligations of the Association

Section 1. The Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof.

Section 2. Personal Property and Real Property for Common Use. The Association may acquire, hold, and dispose of tangible and intangible personal property and real property. The Association shall accept any real or personal property, leasehold, or other property interests within the Project conveyed to it by the Declarant.

Section 3. Rules and Regulations. The Board may make and enforce reasonable rules and regulations governing the use of the Common Areas and the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines which shall constitute a lien upon the Owner's Unit and suspension of the right to vote and the right to use the Common Area. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by the Governing Documents and applicable law, and every other right or privilege reasonably to be implied from the existence of any such right or privilege or reasonably necessary to effectuate any such right or privilege.

Article 8
Assessments

Section 1. Creation of General Assessment. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board. General assessments shall be allocated equally among all Lots within the Project from time to time and shall be for expenses (including those itemized in Article 4 of this Declaration) determined by the Board to be for the benefit of the Association as a whole.

Each Owner, by acceptance of his or her deed, is deemed to covenant and agrees to pay these assessments. All such assessments, together with interest at the highest contract rate allowable under the laws of Florida from time to time relating to usury for residential real estate loans, costs, and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made.

Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Lot at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board which may include, without limitation, acceleration of the annual assessment for delinquents.

MARKUP #1 · CONFLICTS WITH MANDATORY STATE STATUTE

BOARD & COUNSEL REVIEW

Sec. 3. (p. 13): 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:

monetary fines which shall constitute a lien upon the Owner's Unit and suspension of the right to vote and the right to use the Common Area. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable 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.

ISSUE #1