

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 VII, Section 7.4] Landscaping Standards and Backyard Storage

All Lots within URBANA AT THE RESIDENCES AT DOWNTOWN DORAL NEIGHBORHOOD ASSOCIATION, INC. must be sodded with 100% St. Augustine sod only, and xeriscaping

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. Furthermore, no storage shed, artificial turf, boat, or vegetable garden may be installed or stored in any rear yard or fenced backyard even if not visible from the street or adjacent parcels.

Section 4: [Article VI, Section 6.2] Architectural Review of Interior Modifications and Solar Collectors

No interior modification, interior remodel, or central air-conditioning replacement within URBANA AT THE RESIDENCES AT DOWNTOWN DORAL NEIGHBORHOOD ASSOCIATION, INC. may be commenced even if not visible from the exterior without prior written approval of the Architectural Review Committee, which may deny any application without stating a reason. Solar collectors shall not be installed and exterior drying of clothes is forbidden on any Lot.

Section 5: [Article IV, Section 4.5] Director Recall and Official Records Inspection

Any Director of URBANA AT THE RESIDENCES AT DOWNTOWN DORAL NEIGHBORHOOD ASSOCIATION, INC. may be recalled and removed from office only for cause and by a vote of at least 75% of all voting interests. Official records requests shall be fulfilled within 25 working days, and owners may not photograph or scan records with cell phones or portable devices.

Section 6: [Article V, Section 5.3] Delinquent Assessment Interest, Late Fees, and Estoppel Certificates

Delinquent assessments owed to URBANA AT THE RESIDENCES AT DOWNTOWN DORAL NEIGHBORHOOD ASSOCIATION, INC. not paid within 10 days shall accrue interest at 24% per annum and incur a late charge of \$65.00 or 10% of each installment, and the Association may record a claim of lien and foreclose the lien with attorney's fees without further notice. Estoppel certificates shall be issued within 20 business days of request for a non-refundable fee of \$425.00.

MARKUP #1 ->

MARKUP #1 · CONFLICTS WITH MANDATORY STATE STATUTE

BOARD & COUNSEL REVIEW

Sec. Article VII, Section 7.4 (p. 1): Covenant prohibits or unlawfully restricts Florida-Friendly Landscaping in direct violation of Fla. Stat. § 373.185.

Statutory / Legal Reference: Fla. Stat. § 373.185(3)(b)

Statutory Comparison: Florida Statute § 373.185(3)(b) explicitly provides that deed restrictions, covenants, or local rules may not prohibit or be enforced so as to prohibit any property owner from implementing Florida-Friendly Landscaping on their land.

CURRENT WORDING IN DOCUMENT:

Landscaping Standards and Backyard Storage - All Lots within URBANA AT THE RESIDENCES AT DOWNTOWN DORAL NEIGHBORHOOD ASSOCIATION, INC. must be sodded with 100% St. Augustine sod only, and xeriscaping is prohibited. Furthermore, no storage shed, artificial turf, boat, or vegetable garden may be installed or stored in any rear yard or fenced backyard even if not visible from the street or adjacent parcels.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Provided, however, that pursuant to Fla. Stat. § 373.185(3)(b), nothing herein shall prohibit or be enforced to prohibit any owner from installing and maintaining Florida-Friendly Landscaping, drought-tolerant turf, or native flora approved by the University of Florida IFAS Extension.