

ISSUE #1

MARKUP #1 ->

(3) **“Articles of Incorporation”** or **“Articles”** means the Articles of Incorporation for The Villas of Chestnut Creek Owners Association, Inc., a Florida not-for-profit corporation in the form attached hereto as **Exhibit “A”** and incorporated herein by reference, as amended from time to time.

(4) **“Assessment”** means a charge against a Lot and its owner as defined in Article 5 of this Declaration or any unpaid fine which may become a lien.

(5) **"Association"** shall mean and refer to The Villas of Chestnut Creek Owners Association, Inc., a Florida not-for-profit corporation established for the purposes set forth herein.

(6) **“Board”** shall mean the Board of Directors of the Association, appointed or elected in accordance with the Bylaws of the Association.

(7) **"Bylaws"** shall mean and refer to the Bylaws of the The Villas of Chestnut Creek Owners Association, Inc., in the form attached hereto as **Exhibit “B”** and incorporated herein by reference.

(8) **"Cluster Housing"** shall mean and refer to Dwelling Structures each of which contains two single story Dwelling Units, each Dwelling Unit of which constitutes an improvement to an individual platted Lot.

(9) **“Common Area”** or **“Common Property”** shall mean and refer to those tracts of land, together with any improvements thereon, which are actually and specifically dedicated by plat, deeded or leased to the Association or shall mean easements, licenses and servitudes, owned or leased by the Association, or the use of which has been granted to the Association, together with all improvements thereon for the use and enjoyment of all Owners of Lots, as herein defined, and designated in said plat dedication, deed or lease as **"Common Property"** or **"Common Area"**. The term **"Common Property"** shall also include any personal property acquired by the Association for the use and benefit of the Members.

(10) **"Common Expenses"** means all expenses properly incurred by the Association in the performance of its powers and duties.

(11) **"Declaration"** shall mean and refer to this 2nd Amended and Restated Declaration of Covenants and Restrictions for The Villas of Chestnut Creek, as it may be amended or supplemented from time to time.

(12) **"Dwelling Unit"** shall mean and refer to any residential structure intended as an abode for one family and constructed upon a Lot.

MARKUP #1 · CONFLICTS WITH MANDATORY STATE STATUTE

BOARD & COUNSEL REVIEW

Sec. 5 (p. 4): 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:

of this Declaration or any unpaid fine which may become a lien.
(5) "Association" shall mean and refer to The Villas of Chestnut Creek Owners Association, Inc., a Florida not-for-profit corporation established for the purposes set forth herein.

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.