

APPENDIX 1: Florida Condominium Resale Disclosure Checklist

Required Documents to Provide to Prospective Buyers:

1. Declaration of Condominium

- Source: Highlands County Clerk of Courts or association records.
- www.highlandsclerkfl.gov/official-records-search
- <https://acclaim.hcclerk.org> search -Lake Damon South Cond
BOOK 740 PAGE 952+

2. Articles of Incorporation of the Association

- Source: Florida Division of Corporations (Sunbiz.org) Annual Report Filing
- <https://acclaim.hcclerk.org> search -Lake Damon South Cond
BOOK 740 PAGE 971+

3. Bylaws of the Association

- Source: Association records and/or Unit Binder
- <https://acclaim.hcclerk.org> search -Lake Damon South Cond
BOOK 740 PAGE 979+

4. COVENANTS AND RESTRICTIONS

- Source: Association's official Lake Damon South Condo Association Binder.
- <https://acclaim.hcclerk.org> search -Lake Damon South Cond
BOOK 740 PAGE968, BOOK 940 PAGE726, BOOK 748 PAGE46
BOOK 978 PAGE212, BOOK 909 PAGE865, BOOK 1004 PAGE904

5. Most Recent Year-End Financial Information

- Source: Treasurer's report: 2025 -2026 Budget, Profit and Loss Budget vs Actual
- Most up-to-date Balance Sheet

6. Frequently Asked Questions and Answers (FAQ) Sheet/ APPENDIX 2

7. Governance Form

- Summary of governance structure, election rules, and owners rights.

8. Disclosure of Milestone Inspections or Structural Integrity Reserve Studies (NOT applicable)

Note: These documents must be provided to the buyer(s) more than three business days (excluding Saturdays, Sundays, and legal holidays) prior to the execution of the contract. Failure to do so grants the buyer the right to cancel the contract within three business days after receiving the documents.

Florida Not For Profit Corporation
LAKE DAMON SOUTH CONDOMINIUM ASSOCIATION, INC.

Filing Information

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Principal Address

312 GROVE CIRCLE
AVON PARK, FL 33825

Changed: 01/21/2017

Mailing Address

312 GROVE CIRCLE
AVON PARK, FL 33825

Changed: 01/21/2017

Registered Agent Name & Address

PALMER, REBECCA S
312 GROVE CIRCLE
AVON PARK, FL 33825

Name Changed: 01/21/2017

Address Changed: 01/21/2017

**Officer/Direail
Name & Address**

Title PD

Thomas, Brenda
357 GROVE CIRCLE
AVON PARK, FL 33825

Title VPD

Stern, Mark
305 GROVE CIRCLE
AVON PARK, FL 33825

Title SD

Graf, Joe
307 GROVE CIRCLE
AVON PARK, FL 33825

Title TR

PALMER, REBECCA
312 GROVE CIRCLE
AVON PARK, FL 33825

Annual Reports

Report Year	Filed Date
2023	03/23/2023
2024	03/15/2024
2025	03/25/2025

MB
112.00

AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

LAKE DAMON SOUTH CONDOMINIUM #1

Imy Heidloff, Vice President, amends the Declaration of Condominium #1 of Lake Damon South, with new Covenants and Restrictions to our present Declaration as recorded in the following official Records Books dated this day May 11, 2017.

Book 740 Page 968

Book 748 Page 46

Book 909 Page 865

Book 949 Page 726

Book 978 Page 212

Book 1004 Page 904

Imogene (Imy) Heidloff

Imy Heidloff, Vice President Condominium #1

Alan Kayser

Witness

Michelle Koon

Witness

STATE OF FLORIDA

HIGHLANDS COUNTY

I hereby certify that on this day before me, an officer duly qualified to take acknowledgements of Condominium #1 personally appeared as Vice President Imy Heidloff and acknowledged before me that she executed the same in behalf of said Condominium #1 and was authorized to do so.

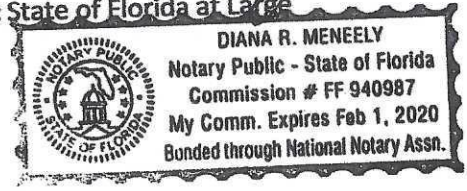
Witness my hand and official seal in the State and County named above.

Dated this 11th day of May, 2017

Diana R. Meneely

Notary Public State of Florida at Large

5/2017



PREPARED BY: REBECCA PALMER
312 GROVE CIRCLE
AVON PARK, FL 33825



Lake Damon Villas South Condominium Association, Inc. I, II, III

Covenants and Restrictions

The following covenants and restrictions are published to assure that all homeowners, prospective homeowners, and realtors are aware of the details between Association responsibilities and Unit Homeowners' responsibilities.

These covenants and responsibilities/restrictions will be applicable upon acceptance by all three Associations.

Condominium Association Fees (COA)

Association fees are due quarterly (JAN 1, APRIL 1, JULY 1, OCT 1) .

They are considered late after the 15th of the month due. At that time, a \$10 fee will be assessed. After 30 days, an additional \$10 will be assessed. After the second quarter fee is delinquent, a lien can be assessed by the Association.

Homeowners are also responsible for HOA quarterly fees and are paid to the HOA separately.

INSURANCE

Proof of homeowner's insurance must be provided the Association Board of Directors yearly.

PETS

Only one pet per unit. Indoor cat only. All dogs must be on a leash. Must pick up after dogs. No dogs to be left outside on chains or ropes. No exotic pets: such as Boa Constrictors, pythons, monkeys, etc. Second pet at Board discretion.

BUSHES/TREES/FLOWERS

The COA is responsible for the common areas ONLY. Bushes, trees and flower maintenance or removal of such is NOT included in condo lawn care services. It is the responsibility of the unit owner and the subsequent owners. Property must be maintained year around. The COA reserves the right to charge fees to maintain neglected properties. Two written warnings will be issued, two weeks apart. If no compliance within that period, at Board Members' discretion, a penalty fee of \$100 and cost for maintenance will be assessed to owner each month until compliance is met.

SEPTIC SYSTEM

Managed properly, your septic system will operate properly. A handout of items to avoid putting into your system will be provided to each household.

SEPTIC SYSTEM FYI

Managed properly, your septic system will operate properly. Knowing what should or should not go down into your tank is important.

As a general rule, avoid putting anything into the system that will not decompose easily. Avoid overuse of your garbage disposal.

Be careful with household cleaners. The system depends on "friendly" bacteria to function properly. Many disinfectants, bleaches and cleaners are designed to kill bacteria. Use organic and biodegradable household products whenever possible.

Do not put hazardous substances into the system.

Grease and oil can spoil a system by clogging up the drain field.

Below is a list of chemicals, objects and trash that should NEVER be flushed down toilets or drains.

Pesticides, oils, unwanted cooking oils

Cigarette butts

Coffee grounds

Diapers (all fabrics), feminine hygiene products, all wet wipes

Dental floss, cotton swabs

Dirt, kitty litter

Drugs, prescription medicines

Paper towels, clothes dryer sheets, Kleenex tissues WET WIPES

Additional information can be obtained from the following web pages giving information on products that are available to promote the biological action needed to keep your system in good working order. The information above was compiled from these web pages.

Mr. Rooter Plumbing
InspectAPedia

2/27/17

CONSTRUCTION/EXTERIOR ADDITIONS/WINDOWS/SPRINKLER SYSTEM

1. All construction, exterior additions and window repair/replacement **MUST HAVE PRIOR BOARD APPROVAL.**
 - a. A detailed drawing must be provided for Board approval.
 - b. Must be done by a licensed and insured contractor only.
 - c. All required county permits filed.
 - d. Any construction or landscaping must not compromise utilities, septic or sewer systems (drain field). If later damage is observed through inspection, the homeowner is responsible for repairs.
 - e. Homeowner needs to provide extra insurance for structure. The Association is not responsible for repair or maintenance of said structure.
 - f. Color needs to coordinate with condo units.
 - g. Homeowner is responsible for maintaining structure in good order.
2. Association is responsible for exterior windows and doors. Original windows and doors will be repaired first or be replaced by like kind. If owner upgrades the, replacement window, the Association is only responsible for repair of said window.
3. The sprinkler system can only be modified or maintained by authorized maintenance personnel or licensed contractor.

DRIVEWAYS

Driveways are not part of Association maintenance. Any alterations or replacement must remain concrete, no pavers.

VISITORS

Visitors must be informed regarding consideration of any condo regulations.

RECREATIONAL VEHICLES/COMMERCIAL VEHICLES

Limit 3 days for recreational vehicles parked in driveway to pack, unpack, or clean only. No overnight stays in recreational vehicles. No commercial vehicle parking on street overnight.

SIGNS

Only realtor and homeowner "For Sale" signs are permitted. No personal or business signs.

SELLING

Need signed document stating buyer has read and agrees to abide by covenants and regulations of both COA and HOA (clubhouse and pool) and understands fees collected by both are buyer's responsibility.

RENTING

No unit can be purchased for income property. Because this is mostly a 55+ community, owner may under extenuating circumstances (death, illness, pending sale, etc.) for a short period of time (3-6 months), rent with a signed rental form (available from the Board) and Board approval of renter. Homeowner is still responsible for all fees due the Association and for renter's compliance of COA and HOA rules.

YARD SALES

Garage/yard sales are not permitted.

CLOTHESLINES

No clotheslines are permitted.

FENCES

No fences on condo unit properties.

PAINT COLOR

Color of exterior of units is decided by majority vote at the Association's membership meeting.

ACCESS TO UNITS

If homeowner is to be gone for a length of time, a key to the unit must be made available to the Association Board in case any emergency should arise. Example; hurricane, broken pipes, etc. The Association shall maintain a list of key holders.

FIRE EXTINGUISHERS

Note: Association II has purchased fire extinguishers for their members and has them serviced every two years at Association expense.

NONCOMPLIANCE OF COVENANTS AND RESTRICTIONS

Two written warnings will be given, two weeks apart, for any infraction of these covenants and restrictions. If no compliance within that period, at Board members' discretion a penalty fee of \$100 and costs will be assessed the owner each month until compliance is met.

3/22/17

pjn

LAKE DAMON CONDOMINIUM ASSOCIATIONS I, II and III

Application for Temporary Rental

Approval of the Board of Directors is required before a unit may be rented. Please read the Association's Covenants and Regulations before completing this form. Rental is applicable for 3-6 months.

Owner's Name _____
Address _____ Phone _____

Renter Information: (list every occupant)

Name _____
Name _____
Name _____

Pets (dog or cat): Limit one. Read Covenant and Restrictions carefully regarding pets so there are no misunderstandings.

Renter's Current Address _____ Phone _____

Dates to Rent Condominium: From _____ To _____

I/We understand and accept full responsibility for all actions of our tenants regarding all matters effecting the Condominium Association and the Lake Damon Homeowners' Association community.

Owner(s) Signature _____ Date _____

Approved () _____ Date _____
Disapproved () _____ Date _____

BOARD OF DIRECTORS: CONDO I. CONDO II. CONDO III

3/22/17
pjn

Construction By-Laws

1. Any porch, patio or lanai construction or expansion must be approved by the Board.
 - a. Such construction must be done by licensed contractors, with drawings and specifications submitted prior to request.
 - b. Request must meet all county codes and safety regulations; i.e., wiring, access, fire alarms, etc.
 - c. Must be insured by homeowner.
2. Any construction or landscaping must not compromise utilities, septic or sewer systems (drain field). If later damage is observed through inspection, the homeowner is responsible for repairs.
3. Exterior window maintenance shall include repair and replacement of like kind windows now in existence. (A reasonable cost must be considered.) Any upgrades must be at homeowner's expense.
4. All driveway alterations or replacement must be at homeowner's expense and must remain concrete as base construction.
5. All construction and additions must be decorated or painted in coordinated or complimenting colors of the current Association color scheme.
6. No fences or barriers that restrict neighboring visibility or comfort.
7. The sprinkler system can only be modified or maintained by authorized maintenance personnel or licensed contractor.

01/31/2017

Lake Damon South Condo Association #1

Income:

Maintenance Fees (\$1000/qtr per unit)
 Deferred Capital Improvement (\$200/qtr per unit)
Total Income

Budget 2025-2026

\$ 1000/qtr \$ 68,000.00
 200/qtr. 13,600.00
 1200/qtr \$ 81,600.00

Expenses:

Property – Grounds

Mowing
 Spraying
 Pump Electric
 Pump Maintenance
 Irrigation Maintenance
 Trimming -Common grounds
Total Grounds

\$ 5,800.00
 3,700.00
 1,800.00
 1,000.00
 2,500.00
 70.00
\$ 14,870.00

Property – Buildings

Septic and Plumbing
 Building Maintenance
 General Maintenance
 Stucco
 Insurance
Total Buildings

\$ 1,500.00
 6,100.00
 40,000.00
\$ 47,600.00

Contingency

Property Improvements

\$ 3,500.00 \$ 3,500.00

Administrative:

Bank Fees
 Florida Corporate Fees
 Legal Fees
 Management Fees
 Office Expenses
 Taxes and Tax Preparation
Total Administrative

\$ 50.00
 130.00
 400.00
 800.00
 250.00
 400.00
2,030.00

Total Expenses

\$ 68,000.00

Transfer to Deferred Capital Improvement Acct.

\$ 13,600.00
\$ 81,600.00

The budget of the association does not provide for full funding of reserve accounts for capital expenditures and deferred maintenance that my result in special assessments. Owners may elect to provide for reserve accounts pursuant to Section 720.303(6), Florida Statutes, upon obtaining approval of not less than a majority of the total voting interest of the association by vote of the members at a meeting or by written consent.

Lake Damon South Condo Assoc.
Profit & Loss Budget vs. Actual
July 2024 through January 2025

	Jul '24 - Jan 25	Budget
Ordinary Income/Expense		
Income		
Maintenance Fees	61,200.00	81,600.00
Total Income	61,200.00	81,600.00
Expense		
Administrative		
Attorney Fees	334.00	0.00
Bank Fees	0.00	50.00
FL Corporation Fees	68.00	130.00
Management Fees	400.00	800.00
Office Expenses	73.86	200.00
Taxes & Tax Preparation	1,113.00	200.00
Total Administrative	1,988.86	1,380.00
Buildings		
Building Maintenance		
General Maintenance	0.00	4,231.00
Stucco	0.00	1,500.00
Building Maintenance - Ot...	0.00	1,043.00
Total Building Maintenance	0.00	6,774.00
Insurance	0.00	60,000.00
Septic and Plumbing	1,168.31	500.00
Total Buildings	1,168.31	67,274.00
Contingency		
Property Improvements	0.00	1,000.00
Total Contingency	0.00	1,000.00
Grounds Maintenance		
Irrigation Maintenance	1,287.98	800.00
Mowing	3,358.99	5,808.00
Pump Electric	1,270.83	1,542.00
Pump Maintenance	3,162.98	200.00
Spraying	2,463.52	3,456.00
Trimming - common areas	35.00	140.00
Total Grounds Maintenance	11,579.30	11,946.00
Total Expense	14,736.47	81,600.00
Net Ordinary Income	46,463.53	0.00
Other Income/Expense		
Other Income		
Interest Income - Truist		
CD - Contingency 9528	261.49	
CD -9501	837.30	
MM -DCI - 1341	213.93	0.00
Total Interest Income - Truist	1,312.72	0.00
Total Other Income	1,312.72	0.00
Net Other Income	1,312.72	0.00
Net Income	47,776.25	0.00

Lake Damon South Condo Assoc.
Balance Sheet
As of January 31, 2025

	<u>Jan 31, 25</u>
ASSETS	
Current Assets	
Checking/Savings	
Checking -Truist	
Contingency - 1922	11,628.36
General checking - 1922	44,642.92
Total Checking -Truist	<u>56,271.28</u>
Savings - Truist	
CD -9501	32,857.84
MM - Def Cap Impr 1341	24,096.64
Total Savings - Truist	<u>56,954.48</u>
Total Checking/Savings	<u>113,225.76</u>
Accounts Receivable	
Accounts Receivable	5,500.00
Total Accounts Receivable	<u>5,500.00</u>
Total Current Assets	<u>118,725.76</u>
TOTAL ASSETS	<u><u>118,725.76</u></u>
LIABILITIES & EQUITY	
Equity	
Opening Bal Equity	73,728.64
Retained Earnings	-2,779.13
Net Income	47,776.25
Total Equity	<u>118,725.76</u>
TOTAL LIABILITIES & EQUITY	<u><u>118,725.76</u></u>

THE BUDGET OF THE ASSOCIATION DOES NOT PROVIDE FOR RESERVE ACCOUNTS FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE THAT MAY RESULT IN SPECIAL ASSESSMENTS. OWNERS MAY ELECT TO PROVIDE FOR RESERVE ACCOUNTS PURSUANT TO SECTION 720.303(6), FLORIDA STATUTES, UPON OBTAINING APPROVAL OF NOT LESS THAN A MAJORITY OF THE TOTAL VOTING INTEREST OF THE ASSOCIATION BY VOTE OF THE MEMBERS AT A MEETING OR BY WRITTEN CONSENT.

APPENDIX 2: Lake Damon South Condominium Association, Inc.

Frequently Asked Questions and Answers

As required by Florida Statutes § 718.504(2)

Effective Date: [May 12, 2024]

1. What are my voting rights in the condominium association?

Each unit at Lake Damon South Condominium Association is entitled to one vote. Voting rights are exercised by the unit owner(s) as described in the association's governing documents and Florida Statutes Chapter 718.

2. What restrictions exist in the condominium documents on my right to use my unit?

Units are designated for residential use only. Leasing, occupancy, pet ownership, vehicle parking, and exterior modifications are subject to specific rules found in the Declaration, Bylaws, and Covenants and Restrictions of the Association.

3. How much are my assessments to the condominium association for my unit type, and when are they due?

As of [2024], the annual assessment is \$[4800], payable in [quarterly] installments of \$[1200]. Assessments are due on the [first day] of each [quarter].

4. Do I have to be a member in any other association?

YES. Unit owners at Lake Damon South Condominium Association are required to be members of the Homeowner's Association. As of 2024, the annual assessment is \$[420], payable in [quarterly] installments of \$[105]. Assessments are due on the [first day] of each [quarter].

5. Am I required to pay rent or land use fees for recreational or other commonly used facilities?

No, there are no separate rents or land use fees. Use of common elements is included in the regular assessments.

6. Is the condominium association or any other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000?

As of the date above, Lake Damon South Condominium Association is [not involved] in any such court cases.

Disclaimer:

The statements contained herein are only summary in nature. A prospective purchaser should refer to all references, exhibits, and documents offered for sale by the developer or unit owner.

Prepared by:

Lake Damon South Condominium Association, Inc.

357 Grove Circle

Avon Park, FL 33825

Phone: 318-955-0645

Email: brenda914thomas@gmail.com

CONDOMINIUM GOVERNANCE FORM

**DEPARTMENT OF
BUSINESS AND PROFESSIONAL REGULATION
Division of Florida Condominiums, Timeshares,
and Mobile Homes**

Address: 2601 Blair Stone Road

Tallahassee, Florida 32399-1030

Telephone: 850.487.9948

Facsimile: 850.488.7149

Toll Free Telephone:(in Florida only) 1.800.226.9101

Web Address:

www.myfloridalicense.com/condo



This publication is intended as an informal educational overview of condominium governance as per F.S. 718.503(2)(a). In the event of a conflict, the provisions of chapter 718, Florida Statutes, rules adopted by the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation, the provisions of the condominium documents, and reasonable rules adopted by the condominium association's board of administration prevail over the contents of this publication.

Role of the Board of Directors

General

1. The board of directors has a fiduciary duty to the unit owners and has the responsibility to act with the highest degree of good faith and to place the interests of the unit owners above the personal interests of the directors.
2. The board must abide by the condominium documents, the condominium laws and regulations and the rules of the association.
3. The board manages the day to day affairs of the association.
4. The board has the authority to levy assessments, and maintain, repair and replace the common elements or association property.
5. The board of directors may hire a property management firm subject to its own primary responsibility for such management.
6. Provide a substantive written response to an inquiry submitted to the board by certified mail. The response must be sent within 30 days, or within 60 days if the board requests a legal opinion, or within 10 days of receiving the division's advice, if the board requests advice from the division.
7. The association must make its records available for unit owner inspection within 10 working days after receiving a written request.

Meetings and Notices

1. Except in the case of valid emergencies, Associations must provide at least 48 hours' notice of board and committee meetings, posted conspicuously on the association property.
2. Notice of the annual meeting with the agenda, the budget meeting also with agenda, and any meetings at which the board will vote on a special assessment or make changes to rules concerning unit use must be mailed, electronically transmitted or delivered to unit owners and posted on the condominium property at least 14 continuous days in advance of the meeting.
3. Written notice of a unit owner's meeting other than an annual meeting must include an agenda; be mailed, hand delivered, or electronically transmitted to each unit owner; and be posted in a conspicuous place on the condominium property within the timeframe specified in the bylaws. If the bylaws do not specify a timeframe, then notice must be provided at least 14 continuous days before the meeting.
4. Written notification of any special assessment must state the specific purpose of the special assessment.
5. A copy of the proposed annual budget along with the budget meeting notice must be mailed, electronically transmitted or delivered to each unit owner.
6. A budget must be proposed and adopted no later than 14 days before the beginning of the fiscal year.
7. The association must provide notice of any legal action by which the association may be exposed to liability in excess of insurance coverage so that unit owners may intervene and defend on their own behalf.
8. Board must allow unit owners or their designated representatives to speak at board and committee meetings subject to reasonable restrictions.
9. Associations must provide notification of a hearing before a committee of other unit owners before the board can levy a fine or suspension against a unit owner.

Elections

1. The association must provide by mail or personal delivery, a first notice of an election no less than 60 days prior to the election.
2. The association must provide a second notice of the election, along with a ballot, an inner envelope, an outer envelope and copies of any timely submitted candidate information sheets, no less than 14 days or more than 34 days before the date of the election .

Association Finances

1. Unless the governing documents provide otherwise, the board of directors has the authority to levy assessments, including special assessments
2. The board must prepare an annual budget of the revenues and expenses and hand deliver, electronically transmit or send a copy to the unit owners at least 14 days prior to the budget meeting. The budget must include all estimated revenues and expenses and reserves for certain deferred maintenance and capital expenditures projects.
3. Within 90 days after the end of the fiscal year, or annually on a date provided in the bylaws, the association must prepare a financial report for the preceding fiscal year. No later than 120 days after the end of the fiscal year or other date as provided in the bylaws, the association must mail to each unit owner at the address last furnished to the association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner.
4. Within 5 days of the written request from the unit owner, the most recent financial reporting document must be provided to the unit owner.
5. The report must be prepared as follows:

Financial Reporting:

6. If an associations revenues do not exceed \$150, 000 (\$150, 000 or less than that amount) then the association must prepare a report of cash receipts and expenditures.
7. Financial Statement:
8. **Compiled** –An association with total annual revenues of more than \$150,000 and less than \$300,000. Section 718.111(13), F.S.; Rule 61B-22.006, F.A.C.
9. **Review** –An association with total annual revenues of \$300,000 and less than \$500,000;
10. **Audit** –An association with total annual revenues of \$500,000 and above;

Role of the Unit owners

General

1. Each unit owner who is offering the unit for sale must provide to each person who has entered into a contract for the purchase of the condominium unit a copy of this governance form, a current copy of the declaration of condominium, articles of incorporation, bylaws and rules of the association, a copy of the latest annual financial report, and the document entitled "Frequently Asked Questions and Answers" that may be obtained from the association.
2. Unit owners must abide by the condominium documents, the condominium laws and regulations and the rules of the association.
3. Unit owners must pay their share of the common expenses. Failure to do so may result in liens or possible foreclosure by the association.
4. Unit owners may use the common elements in a manner that will not hinder or infringe on the rights of the other unit owners.

5. Unit owners must provide the association access to their units during reasonable hours for the following purposes:
 - a. To maintain, repair or replace any common elements;
 - b. To prevent damage to the common elements or other units;
 - c. To maintain the unit as required by the declaration of condominium; or
 - d. To prevent damage to the common elements or to a unit or units.
6. Unit owners may not make any alterations to their units that would adversely affect the safety or soundness of the common elements or any portion of the association or condominium property the association maintains.

Unit Owners have the Right to:

1. Attend and participate in board and committee meetings except for meetings between the board or a committee and the association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice or board meetings at which the board is discussing personnel matters.
2. Petition the association board to address an item of business at the next regular or special meeting of the board, if 20% of the voting interests petition the board.
3. Unit owners may record board, committee or unit owner meetings subject to reasonable restrictions.
4. Have exclusive ownership and possession of their condominium unit.
5. Membership in the association and full voting rights as provided in the declaration of condominium. However an association may also suspend the voting rights of a member due to nonpayment of any monetary obligation due the association which is more than 90 days delinquent. The suspension ends upon full payment of all obligations currently due or overdue the association.
6. Use the common elements and association property without paying a use fee unless provided for in the declaration of condominium, approved by a majority vote of the association, or unless the charges relate to expenses incurred by an owner having exclusive use of the common element or association property.
7. Use the condominium's common elements, common areas and recreation facilities together with their invited guests, in accordance with the condominium documents and properly adopted rules and regulations of the association. However, the association may suspend the right of a unit owner or a unit owner's occupant, licensee, or invitee to use common elements, common facilities or any other association property for a document or rule violation or when being more than 90 days delinquent in the payment of any monetary obligation due the association. This does not apply to limited common elements intended to be used only by that unit, common elements that must be used to access the unit, utility services provided to the unit, parking spaces or elevators.
8. The association may suspend for a reasonable period of time, the right of a unit owner or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association.
9. If a unit owner is delinquent for more than 90 days in paying any monetary obligation due to the association, the association may suspend the right of a unit owner or a unit owner's occupant, licensee, or invitee to use common elements, common facilities or any other association property until the monetary obligation is paid. This does not apply to limited common elements intended to be used only by that unit, common elements that must be used to access the unit, utility services provided to the unit, parking spaces or elevators.

10. If a unit owner is delinquent more than \$1000 and more than 90 days delinquent in paying any monetary obligation due to the association, the association may suspend the right to vote.
11. Inspect the association's official records subject to the reasonable rules adopted by the association. Unit owners may make or obtain copies at the reasonable expense, if any, of the unit owner.
12. Attend and participate in unit owner meetings.
13. Vote on issues presented for a unit owner vote and elections. Bring any concerns or problems to the board of directors' attention.
14. Apply to the circuit court of the county in which the condominium is located for a receiver if the association fails to fill vacancies on the board sufficient to constitute a quorum.
15. Participate in the voluntary mediation or mandatory, non-binding arbitration processes to resolve certain disputes.
16. Vote to cancel any grant or reservation made by a declaration, lease, or other document, and any contract made by an association prior to turnover of control to the unit owners other than the developer.
17. Bring action for damages or injunctive relief or both against the association, another unit owner, a tenant or invitee.

Elections, Voting

1. Unit owners may submit a notice of their intent to be a candidate for election to the board no less than 40 days prior to the election.
2. Unit owners may submit candidate information sheet no less than 35 days prior to the election.
3. Unit owners may vote for the board by written, secret ballot or voting machine if there are more candidates than vacancies. Associations with 10 or fewer units may opt out of the statutory election procedures and hold elections as provided in their bylaws.
4. Unit owners may vote in person or by limited proxy for all matters (other than election of directors) in which the law provides that a vote of the unit owners must be taken. Examples of these issues include, but are not limited to: amending the governing documents, waiving reserves and altering the common elements.
5. Unit owners may vote at a meeting or by written agreement with a majority of all unit owners to recall any board member.

Association Budget

1. Unit owners may vote for an alternate budget if the developer controls the board and the adopted budget provides for assessments in excess of 115 percent of assessments for the prior fiscal year.
2. Unit owners may petition the board for a special meeting of the owners to consider an alternate budget if a unit owner controlled board adopts a budget providing for assessments in excess of 115 percent of the previous year's assessments. Upon written application by 10 percent of the voting interests received within 21 days following the adoption of the budget the board shall call the special meeting of the association.

You should refer to the specific statutory section or rule for each cited provision. You may visit www.MyFloridaLicense.com/condo or contact the Division at the address on this brochure to obtain a digital copy of the statute or the administrative rules and for more information, publication and resources provided by the Division of Condominiums, Timeshares, and Mobile Home.