

Your Homestead Homeowners Association

In recent weeks, a few Homestead owners have expressed objections to the lawsuit because they do not want to have a homeowners association. However, the fact is that you already have an HOA, and you are already a member of it. The question in the lawsuit is not whether to have an HOA, but instead who gets to run it.

HOAs are created with restrictive covenants, and paragraph 4.1 of your restrictive covenants that were recorded in 1992 plainly state that: "There is hereby established an Owners Association to be known as the 'Homestead Owners Association.'" That statement is all the law requires to formally create the HOA.

Every Homestead owner is already a member of the HOA. Paragraph 4.2 of the restrictive covenants state that:

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Condominium Unit in Homestead shall be, by virtue of such ownership, a member in the Homestead Owners Association.

The HOA already exists, and every homeowner is a member. The only way that could change would be an amendment to the restrictive covenants.

You might be asking what the problem is if you already have an HOA. The problem is that 18 Paradise, which had no involvement before 2013, has complete and absolute control over the HOA and your restrictive covenants. The HOA exists, but under the restrictive covenants, the HOA has an "advisory capacity only to the Declarant."

18 Paradise can not only enforce the restrictive covenants however it wants, but also change them as it pleases. Paragraph 8.2.1 states that

So long as the Declarant retains ownership of the Common Open Space the Declarant specifically reserves for itself, its successors and assigns the absolute, unconditional right to alter, modify, change, revoke, rescind or cancel any and all of the restrictive covenants contained in this Declaration or hereinafter included in any subsequent Declaration

18 Paradise has no involvement with the neighborhood, but it can write and rewrite whatever rules it wants for us.

In August 2019, 18 Paradise used this power to add special assessments to its powers and then billed homeowners an extra \$50,000. In December 2019, 18 Paradise amended the Declaration to permit retroactive increase and then raised the fee from \$36 to \$93. There is no limit to what 18 Paradise could do with its absolute right to amend the restrictive covenants.

In addition to increasing the fee, 18 Paradise controls the development restrictions in the restrictive covenants. In 2018, one homeowner complained when a neighbor planned to install a vinyl fence because the covenants say wood or masonry only, but 18 Paradise decided to allow the vinyl. No appeal was possible because 18 Paradise is the final word.

The question is not whether to have an HOA or not. Rather, the question is whether you will have any say in the restrictive covenants for your own neighborhood. If you oppose the lawsuit, then you are in favor of 18 Paradise retaining complete control over your HOA and your restrictive covenants.