

HOA Documents Owner Comments and Recommendations

Declaration of Condominium

- General Comments
 - Chris-Peter-Francis - My thought is that the attorney could easily show all of the changes that need to be done based on Florida Law. Then that document could be voted on basically saying that these are changes that HAVE to be done.
 - ***The Board has expressed to Chris and Peter that the attorney does not have a redline version of the documents, and has asked the attorneys for a list of items that are required by FLA law but they say they do not have this.***
 - Chris-Peter-Francis - One of the problems I had was that it was clearly stated that we would have a zoom meeting with the attorney to address the proposed changes. That meeting never happened. The email I'm referring to is 2/26/25 from Bernard Doogue.

I feel that if we had been able to speak with the attorney and get insight with regards to language etc some of the confusion could have been cleared up. It would be nice to see what changes are being made because of Florida Law and which changes are being proposed for the good of the association.

 - ***The Original contract with the Attorney did not include a provision for a group meeting with Owners. The contract was enacted before Bernard was Property Manager, he was unaware of the contract specifics, and his announcement was done inadvertently without the Attorney's knowledge.***
 - Ron - As to the elevator, I think that will require significant discussion. I'm guessing that a compromise might be possible where the Bld AB owners pay a larger share. I'm guessing that we might have trouble finding two AB owners who are willing to step into full maintenance and give up the deal they have. I would be willing to do so provided that the stairs on CD are not maintained by association. I may be alone in my building so maybe something like 12 shares and each AB owner has two and CD owner has one.
 - ***The Board feels that this is a building A&B issue, If Ron wants to coordinate with the A&B Owners on this issue we have time since a vote will not be occurring for a few months. Also, the C&D Owners will most likely approve any change.***
 - Ron - Section 10.3 of our CURRENT Declaration require the Association to provide proof of insurance to each unit owners mortgagee. This is an important provision that is missing from the new Decs. My mortgagee requires this every year.
 - ***Attorney response - Section 10.3 – The Condominium Act does not require condominium associations to provide proof of insurance to mortgage holders annually. Also, I am not aware of any condominium association which undertakes the burden of keeping up with all mortgage holders of units and annually providing all of***

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them with the association's property insurance policy. That being said, should a mortgage holder request such proof of insurance, there is no reason for the Association to deny that request.

- Ron - It seems to me that any amendments to the articles would have to be approved by the Lenders of each unit. The original articles have a Lender approval. Is it practical to get these approvals? By what authority do we feel that we can impact lenders rights without their approval? This could become a can of worms if such approval isn't achieved.

- ***Attorney response - Mortgagee approval for amendments to declarations of condominium –
The Condominium Act does not require that condominium associations obtain mortgagee approval for amendments to declarations of condominium unless the amendments specifically impact the rights of such mortgage holders. See Section 718.110(11), Florida Statutes ("The Legislature finds that the procurement of mortgagee consent to amendments that do not affect the rights or interests of mortgagees is an unreasonable and substantial logistical and financial burden on the unit owners and that there is a compelling state interest in enabling the members of a condominium association to approve amendments to the condominium documents through legal means.") As a result, it is only in rare instances that amendments to condominium declaration require mortgage holder consent.***

- 2.15 - Guest
 - Remove ***"who is physically present in or"***
 - Remove ***"person" and replace with "non-family member"***
- 4.1 - Limited Common Elements
 - Jack - 4.1 D Storage Areas: Change the wording of 4.1D to be "The storage area for use by the Unit Owners of C&D located under the B Unit building. The storage area under building A&B is for use by all."
 - ***4.1D - Remove the existing language and replace with - "The storage areas under building B are for the exclusive use of units in building C&D. The storage area under building A is for use by all unit Owners."***
 - Ron - I believe that the garages should be assigned in the Declaration and not by the Board. As Larry pointed out, he has seen vindictive Boards who decide to punish other members and there is no reason to open a can of worms that a garage could be "re-assigned" by a future Board. We could simply included the attached diagram in the Declaration which ends all doubt.

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- **4.1 C Add - "The Garages under building A are (left to right) for Units A2 and A1. The Garages under building B are (left to right) for Units B1 and B2. The four parking spots next to building C&D are (left to right) for units C5, D7, C6, and D8."**
- 7.1 - Amendments
 - Chris-Peter-Francis - I nor my parents will ever agree to a simple majority to change the bylaws. Bylaws shouldn't be a document that can be easily changed.
 - **The Board sees no problem in adjusting this to be a two-thirds (2/3) vote requirement.**
- 8.5 - Unit owner maintenance
 - Jack - 8.5, F Change the wording to be "The owners of C&D shall maintain their respective assigned Limited Common Element storage area located below building B. The owners of the A&B building units shall maintain their perspective limited Common Element storage area located below building A"
 - **BOD suggests no change. Building A&B has storage closets next to their garages not open storage areas.**
 - **Change 8.5F - change the word "areas" to "closets".**
 - Ron - The interior maintenance of the garages and closet is the responsibility of owner in the same manner as their unit. Who is responsible for garage doors and closet doors? Does Association maintain the unit doors? If so, should they maintain the garage and closet door? We need to specifically state this so that the insurable interest is clarified and the two insurance companies don't point fingers. Also when a door needs to be replaced, who replaces it. exterior painting should be association.
 - **Add to 8.5A - "Unit doors, A&B storage closet doors and garage entry and overhead doors."**
 - Ron - per phone conversation with Larry 5/9/25.
 - **Add 8.5H All Limited Common Element assigned parking (garages and spots south and near building C&D).**
 - Ron - per phone conversation with Larry 5/9/25.
 - **See comment above in General items.**
- 9.10 - Assessments
 - Jack - this doesn't reference insurance premium payments, it addresses allowing assessments if insurance does not cover the cost of repairs without the owners' approval. This suggests contacting the owners with detailed costs of such repairs and requiring a 75% owners approval for such an assessment.
 - **(The Board suggests changes for safety and re establishing the property into its previous state be allowed. Changes or additions to the property beyond this will require a 2/3's vote of Owners)**
 - **Add - after the first comma, "assessments for safety and re establishing the property into its previous state shall..."**

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- **Add a final sentence - “Assessments for changes or additions to the property not for safety or re establishment will require a 2/3’s approval vote of Owners.**
- 11.1 - Occupancy of Units
 - Gale - 11.1 states I need to notify association when my unit is being occupied while I am not there and give name and dates. I have a rental company who handles my rentals from December to April and sometimes I don’t get names. I will always have dates and also does this apply to friends and family I let borrow my unit even for just a weekend?
 - **The Board feels that since we may be doing background checks, Gale’s rental company will need to start providing names to her.**
 - Jack - This really needs to be enforced, especially the last sentence. I would add a requirement of at least 2 weeks notice by mail and email prior to the rental starting. This is in fairness to all.
 - **Remove from the last sentence “notify Association management” and replace it with “provide 2 weeks notice, by email to the Property Manager, Board Officers and Approval Committee if such a committee is in place,”**
- 11.2 - Leasing terms
 - Gale - Owners may only lease 3 times in a calendar year. Why only 3 times? I lease from end of December to end of April. One of my renters rent from December to end of March and the other comes in April. Is this considered two times or 4 times even though it’s the same renter for 3 months? So if my one renter, who rents for three months, doesn’t rent from me any more than I can only rent two other months. I understand the monthly rentals but limiting it to 3 times in a calendar year when the season is from January to April is cutting into my income. Please change the number of times it can be rented out. I have been renting this way since I bought the property in 2016 and the previous owners did also.

Also, I have rented to other owners friends and families from anywhere from a week to a whole month, will that be considered part of the 3 times? Should I not be neighborly and let an owners family stay in my unit because the association says monthly rentals?

Just want to make sure I stay within the guidelines.

 - **Remove from 11.2 the limit on the number of times a unit can be rented within 1 year.**
 - Ron - per phone conversation with Larry 5/9/25.
 - **Add to 11.2 - a new sentence - “Owners may rent for less than 30 days only if renting to an Owner’s family member.”**
 - **Remove from 11.2 the limit on the number of times a unit can be rented within 1 year.**

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- **Add to 11.2 a new sentence - “A lessee is not allowed to sublease the unit.”**

(note- 12.8 currently in the document contains this language)

- **11.3 - Changes to interior or exterior of units**
 - Ron - Having the Board having control over my window covering is a complete over reach. I elect Board Members to manage the facility not approve the color or make up of my window blinds. This provision has to go for me to support any changes in the Decs.
 - **BOD response - We see no reason to change this.**
The intent of this provision is to ensure the ambiance of the property is maintained. All Owners would not want sheets, etc. to be used as window covering.
- **11.9 Grills**
 - Jack - I would recommend a 20' distance and in a designated area only. Possibly the pool area or the grass area between the pool and the AB building.
 - Ron - “Grills” should be defined as propane grills which are a fire risk. Small electric grills such as a Ninja are completely appropriate on a lanai and pose no fire risk. Further, if there is a 15' distance requirement for gas grills, have the AB owners figured out where their grills are going to reside? Do we really want to have to walk all the way to the pool to use our grill. I certainly don't.
 - **Board suggests using the Florida Fire Marshal regulations.**
“Grills are prohibited on balconies and under overhangs or within 10 feet of an occupied structure. Electric grills with cooking surfaces not exceeding 200 sq inches are permitted, but use must cease if smoke complaints arise.”
- **11.11 -Boat Slips**
 - **Gale** - You already have my question about boat slips if someone other than an owner can use them if they are staying at my condo. — I don't own a boat and once a year for a week I have good friends come and stay at the condo who do have a boat. This is during the summer when it's mostly just me down there. Will they be allowed to use the dock for their boat after these bylaws go into effect?
 - Jack - Since there are only 4 boat slips available for 8 Units, I would suggest assignments be awarded annually by a lottery. This would give everyone a fair chance and not discourage anyone from owning a boat. Given the current circumstance, I don't see that as a problem and , again, it is for the common good
 - Ron - This provision is patently unfair to any owner who doesn't have a history of a boat in the slip. These slips belong to ALL owners and ALL owners should have an equal access to them. First come, always in is completely unfair. I suggest that the mechanism for boats is to allow each owner to submit a request for a slip by July 1 for the following year. Then the slips should be assigned in

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reverse order of occupancy, ie who has been out the longest gets the first slip and going backward to who has been in the longest. Is this inconvenient to someone who has been in a slip a long time, yes it is. Is it fair to all owners...yes. Also a boat slip allocation provision should take in to account that some owners only use a slip for a month or two and others for the whole season. Do we want to block a whole season to an owner who is only going to be there for a month or should that owner simply request the month they are there and then allow the vacant time to be assigned to other owners. Lastly, why should an owner who OWNS their boat have preference over an owner who desires to rent a boat for several months. No logic to that whatsoever.

- ***Remove all but the 1st and last sentence.***
- ***Add after 1st sentence - "Owners must request use of a slip yearly, if more Owner slip requests are received than available slips (i.e. more than 4 requests) a lottery will be used to award slip usage."***
- ***Add Add after the above sentence - "The request for slip usage must be sent to the Board by August 1st and the calendar year for slip usage will be September 1 to August 31."***
- ***Add after the above sentence - "If an Owner's Guest, or an Owner without a slip, wishes to dock a boat at the pier they may do so if the boat will be docked no more than the duration of their stay at the unit and if a slip is currently unused for that period of time."***
- ***Modify the last sentence to state that - "Only Owners or their Guests may dock boats at the pier and must use their assigned slip or any unassigned slip."***

- 11.12 - Pets
 - Chuck - We should limit the size of dogs to 50 lbs.
 - ***Modify the 1st sentence "... to cats and dogs owned by Unit Owners or family members."***
 - ***Add a statement to 11.12 saying "Only 1 pet per Unit is allowed and pets cannot be over 50 pounds."***
- 11.16 - Nuisances
 - Jack - Smoking should be banned from the entire property and signs visibly posted. Someone being allowed to smoke on their own deck doesn't prevent smoke from traveling up or down to a neighbor's deck. Nor does smoking outside of any of the buildings.
 - ***The Board does not like the idea of placing signs around the property***
 - ***Add - "Smoking on common grounds is prohibited."***
- 11.17 - Lawful use
 - Ron - "No immoral, improper, offensive or unlawful use may be made of the CondominiumProperty." Say what? Does Donald Trump, Jerry Falwell or Hugh Hefner get to decide what is "immoral, offensive or improper." There is no way to

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determine this....one persons definition of these items may be wildly different than another. Illegal passes the test, the other items have to go. If someone wants to do weird acts from a trapeze within their unit....have at it. It's none of the others owner's business.

- ***Board sees no problem with this statement.***
- ***The same language as our existing HOA document, see 11.5. Again, the intent is to ensure ambiance and decorum of our property is upheld.***

- 11.18 - Rules and Regulations

- Jack - Change to:

- ***Add to the existing paragraph "If any decision by the Board is questioned, the decision may be overruled by a 2/3s majority vote of the owners at any meeting. Notification, in writing and in advance, shall be sent to all owners regarding any and all proposed changes to any rules and/or regulations."***

- 12.2 or 12.3 or new 12. Item - Sale, Lease and Occupancy of Units

- Jack - 12.3 Strike, "it shall be necessary for the Board" and in its place insert, "it shall be necessary to be reviewed by all of the owners regarding finances only of a potential owner."

Vetting owners, those that may lease or renters is a good thing. The suggestion is that all owners, at least, have input into these as well. Also, this may come across as too restrictive or biased.

- ***BOD response - The Board feels requiring all Owners to approve will result in extended delays. Approval by the Board or Board assigned committee seems more appropriate.***

- Jack - 12.5 This should be totally stricken from the documents as it is blatantly discriminatory and a potential Law Suit waiting to happen.

- ***BOD Response - this item should be removed . Section 11.5 has similar language that pertains to the condominium property not unit sale, lease or occupancy. This is more appropriate.***

- Ron - As to rental and sale, I suggest the following language, edited by our attorney. (note this is the current statement from Ron after my phone call with him. In his original email there is much more content that is very derogatory. I will not include it here.)

"Sale or rental of the units MAY be denied by the Board if a background check provides evidence that the prospective owner or renter has been convicted of a violent felony."

- ***Add to 12.5 - "A background check may be required and the results may be taken into account when deciding approval and the decision may result in a denial."***

- Ron - per phone conversation with Larry 5/9/25.

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- **Add to 12.3 - “the approval process may include a background check. When deciding on approval the Board or any Approval Committee will not violate Fla law.”**
- **Note: it is the intention of the BOD to establish an Approval Committee, made up of 3 Owners, for the purpose of review and recommendation of approval or denial to the BOD.**
- 15.3 - Fines
 - Ron - The ability to level fines is not limited in the Decs. However, the Bylaws have limits and procedures that are much more detailed. The fine provision in the Decs should either match the Bylaws or be eliminated altogether from the Decs and only appear in the Bylaws to be consistent.
 - **BOD response - Paragraph 15.3 of Article XV Enforcement merely is stating that fines may be imposed by the Association. The ByLaws further detail how fines are applied. Both sections need not be identical.**
 - **Attorney response - Section 15.3 – The right of condominium associations to fine is a statutory right, and the procedures for levying a fine in the Condominium Act must be strictly followed. This is why the right to fine is stated in the Declaration, but the fining procedures are stated in the Bylaws.**
- 16.1 - Amendments
 - Ron - This amendment to the declaration will be approved by a 66.7% vote, the same as provide in the Articles. The new provision changes that to a majority vote. The Declaration is like the constitution and shouldn't be able to be amended by a majority vote. The 66.7% Amendment vote should remain. The Declaration should be hard to amend. The new Articles require a 66.7% vote but the Decs are to move to a majority. Why the difference?
 - **Modify 16.1 - “... amended by 2/3’s vote of Owners ... “**
 - **Attorney response - Section 16.1 – There are no legal restrictions prohibiting a majority vote for amendments to the Declaration. Also, there is no legal requirement that a condominium association’s documents have the same percentage requirements for approval of amendments. The owners can therefore decide what percentages for amendments will be required for each of the governing documents, whether a majority, 66 2/3%, or another percentage.**

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ByLaws

- 2.4 - Proxies
 - Ron - 2.4 and 4.14 Unless prohibited under the Condominium Act, a proxy should be allowed to vote in Board Member election
 - **Attorney response - 2.4 and 4.14 – The Condominium Act specifically generally prohibits the use of proxies in the election of board directors, but allows condominium associations with fewer than 10 Units the option to vote by proxy in board director elections if a majority of the unit owners approve that option. The Association therefore has the legal option to elect directors via proxy if that is what a majority of the unit owners want. That being said, should the Association choose to use proxies in Board elections, such votes will not be protected as secret ballots, but rather open for all Unit Owner to see.**
- 3.3 - Notice of Member Meetings
 - Ron - 3.3 and 4.6 Notices should be required to be delivered electronically by email. This is 2025 and snail mail is obsolete. Giving notice by both snail mail and email is appropriate but email is available everywhere but if a member is traveling, snail mail won't reach them
 - **Attorney response - 3.3 and 4.6 – The Condominium Act currently only permits statutory notices via email or through an electronic voting service when Unit Owners “opt in” to such options. The Association can therefore offer electronic options to Unit Owners, but cannot require that Unit Owners accept them. Further, no changes are needed to these Sections to allow the Association to offer the option of electronic notice or voting.**
- 3.4 and 3.5 - Notices and Procedures for Elections at Member Meetings
 - Ron - 3.4 F and 3.5 seem to be in conflict in that 3.4F says no quorum is required and 3.5 has a quorum requirement.
 - **BOD Response - 3.5 defines a quorum, 3.4F identifies procedures for Member meetings**
 - **Attorney response - 3.4 and 3.5 – This distinction is because the Condominium Act does not require a quorum at a membership meeting in order to conduct an election for board directors, rather it only requires that at least 20% of the Unit Owners vote. See 718.112(2)(d)(4)(a), Florida Statutes (“Elections shall be decided by a plurality of ballots cast. There is no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election.”).**
- 3.9 Unit Owner Participation in Member Meetings
 - Ron - Unit owners should be allowed to attend a meeting electronically by zoom or conference call. It is unreasonable to expect all owners, most who live in other states, to alter their schedules to travel to Florida to attend meetings. The

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purpose of meetings is to allow owners to participate, be educated, give feedback and vote. Owners who are not winter residents should not be disenfranchised because they have elected to not be in Florida on the second Tuesday of February. Case in point is that 4.6 allows Directors to attend meetings electronically....why can't owners have the same rights. The lack of such right is patently unfair.

- **BOD Response - 3.9 says nothing about attendance restrictions**
- **Attorney Response -**

(T)he Condominium Act is clear on this issue. Specifically, Section 718.112(2)(b)(2), Florida Statutes states on point as follows:

*“Except as specifically otherwise provided herein, **unit owners in a residential condominium may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the division.** . . Limited proxies and general proxies may be used to establish a quorum. **Limited proxies shall be used for votes taken to waive or reduce reserves in accordance with subparagraph (f)2.; for votes taken to waive the financial reporting requirements of s. 718.111(13); for votes taken to amend the declaration pursuant to s. 718.110; for votes taken to amend the articles of incorporation or bylaws pursuant to this section; and for any other matter for which this chapter requires or permits a vote of the unit owners. . . Notwithstanding this subparagraph, unit owners may vote in person at unit owner meetings.**”*

As you can see from the language that I highlighted, condominium unit owners are permitted to vote via limited proxy or in person on amendments to the declaration, articles or incorporation, and bylaws. No mention is made of voting otherwise, including any option to vote electronically.

There is an option in the Condominium Act for a condominium association to vote electronically through an Internet-based online voting system, but in order to follow that process, the Board first has to adopt a resolution, and then use a voting system (usually a third party vendor) that can ensure all of the following:

- (a) Able to authenticate the unit owner's identity.*
- (b) Able to authenticate the validity of each electronic vote to ensure that the vote is not altered in transit.*
- (c) Able to transmit a receipt from the online voting system to each unit owner who casts an electronic vote.*
- (d) For elections of the board of administration, able to permanently separate any authentication or identifying information from the electronic election ballot, rendering it impossible to tie an election ballot to a specific unit owner.*

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(e) Able to store and keep electronic votes accessible to election officials for recount, inspection, and review purposes.”

Section 718128(2), Florida Statutes. The Board neither has not adopted an electronic voting resolution or retained a third party vendor to conduct an Internet-based online voting system. So, if the owner’s attachment was referencing this option, it is not applicable.

As a result, the LBVV owners can only vote on the proposed amendments in person or via limited proxy.

- Section 4 - Board of Directors
 - Jack - add the following items to section 4
 - ***Add - Minutes of the meeting will be recorded and copies made available within 2 weeks of said meeting for Unit Owners review.***
 - ***Add - Any approved and budgeted projects shall be initiated by the BOD and require a minimum of 2 qualified bids.***
 - ***Add - Any unapproved and unbudgeted projects shall be voted on by the Unit Owners or their representative with approval or disapproval by a 2/3s majority vote.***
 - Jack - Add to section 4 - Capital Projects
to allow for transparency and accountability, and for all of the owners benefit as a whole add the following
 - ***Add - The Board of Directors shall propose Capital Projects at the annual meeting for approval by the Unit Owners or their representative.”***
 - Jack - Add to section 4 - Long Range Plan
Create a living document that would not only allow for annual accruals for Capital Projects but also be a solid plan that could extend to the next 10 years or more if desired and in the long run generally avoid assessment
 - ***Add - At the Annual Meeting The Board of Directors shall collect Long Range plans suggestions and report on current Long Range Plans (i.e. reserves) to the Owners.***
- 4.2 Number and Term
 - Ron - This provision provides for one year term for all directors. Currently, i believe there are two year staggered terms. Having one year terms mean that the Board could theoretically have a complete turn over each year which provides a stark lack of continuity. I propose retaining a staggered two year term system to provide at least one member returning each year.
 - ***Current By-Laws do state 2 year terms should we modify this?***
 - ***Use Rick’s comments***
 - ***Replace the last sentence with - “All directors elected by the members shall be elected to serve for a term of 3-years, and may be***

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reelected for an additional 3-year term. All directors shall rotate off their term if not reelected and the director's terms shall be staggered so that one director retires annually if not reelected. Thus, there will be a new director up for election annually."

- 4.13 - Unit Owner Participation in Board Meetings
 - Jack - A priority list of repairs should be established by the Board and presented to all owners for approval or rejection by a 75% majority vote by said owners. Furthermore the priorities should always start with structural, life safety and security repairs (i.e. Fire doors, lighting in common areas etc.). Approval by majority vote of all owners (75%) shall be required for any storm repairs in excess of \$5,000.00.
 - ***See comments above***
 - Ron - 4.6 and 4.13 Unit owners are permitted to attend a Board Meeting but are not included in receiving notice of the meeting electronically. This notice needs to be required. Practice has been to give such notice but such requirement should be in the Bylaws.
 - ***Add to 4.6 after the 2nd sentence - "Notice to Owners will be provided electronically and given 1 week prior to the meeting."***
- 4.19 - Directors Compensation
 - Ron - The Unit Owners should have the right to approve by a majority vote compensation to any Director for services performed. A perfect example is when Rick went above and beyond in hurricane restoration.
 - ***The Board feels no compensation clauses should be written into the By-Laws.***
- 6.4 - Fiscal Year
 - Ron - Why does the fiscal year of the Association begin on Dec 31. Doesn't Jan 1 make more sense?
 - ***Florida condominium statutes state that the budget approval meeting must occur no later than 14 days before the start of the fiscal year. Given that we have our Annual Meeting and budget approval in the 1st quarter of every year when most Owners are back on property the BOD suggests that we move the fiscal year to April 1 to March 31.***
 - ***Change to April 1.***
- 7.1 - Amendments
 - Ron - Amendments should require a 66.7% vote, the same vote as required to amend the Articles. Why should Bylaws be different.
 - ***Modify 7.1 - to be a two-thirds (⅔) vote requirement.***
 - ***Attorney response - 7.1 – Same answer as for Section 16.1 of the Declaration above – adding only that there is not a specific percentage that is required for approval of Bylaws. So, again, the amendment percentages for the Association's governing documents are what the owners want.***

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