

Autumn Point Association, Inc.

c/o Elim Services, 1941 Mayport Rd, Atlantic Beach, FL 32233 (904) 241-8886



NOTICE OF BUDGET MEETING

NOTICE IS HEREBY GIVEN, in accordance with the Bylaws of Autumn Point Association, Inc., that the Board of Directors will determine the 2024 Operating Budget at a board meeting to be held at the following date, time and place:

Date: Thursday, November 9, 2023

Time: 6:30 p.m.

Place: 3984 Ringneck Drive
Jacksonville, FL 32226

NOTICE OF SPECIAL MEMBERS' MEETING

The Special Members' Meeting, regarding amending the governing documents will be held immediately following the budget meeting noticed above.

The meeting will also be held via Zoom. **The meeting ID is 337 030 5373.** You may participate online at www.Zoom.com or by phone at (305) 224-1968.

If you attend virtually via Zoom, to count as being present, the Proxy Form must be on file with the Association. It is imperative that you submit the form prior to the meeting so that you may be counted towards quorum and may vote on the amendment.

The Proxy Form may be sent by US Mail, email, or fax to:

Autumn Point Association, Inc.
1941 Mayport Road
Atlantic Beach, FL 32233

Email: Madison@ElimServices.com Fax: (904) 212-2103

Autumn Point Association, Inc.

Madison Frost

By: Madison Frost, CAM
Elim Services, Inc.

Madison@ElimServices.com // 857-272-5797

Dated this 14th day of October.

(Agenda on reverse side)



Agenda November 9, 2023

Special Members' Meeting

1. Calling of Roll and Certifying of Proxies.
2. Proof of Notice of Meeting.
3. Count Amendment Proxies.
4. Adjournment.

Budget Meeting:

1. Call to Order
2. Establish a Quorum of Board Members
3. Adoption of 2024 Operating Budget
4. Reading/Disposal of previous meeting minutes
5. Adjournment

AUTUMN POINT ASSOCIATION, INC.

October 14, 2023

VIA U.S. MAIL

«Owner»

«Mailing_Address_1»

«Mailing_Address_2»

RE: Proposed Amendments to the Declaration for Autumn Point Concerning New Rules and Procedures for the Leasing of Units

Dear Homeowner:

Please find the enclosed proposed Amendments to Article 6, Section 6.22 of the Declaration for Autumn Point (“Declaration”), which governs the leasing of units in Autumn Point Association, Inc. (“Association”). The proposed Amendments will be presented to all owners for a vote at a special meeting of the members called for this purpose scheduled for November 9, 2023 to be held at 3984 Ringneck Drive, Jacksonville, FL 32226. Your vote on the proposed Amendments can be made in person if you plan to attend the annual meeting or by completing and returning the enclosed proxy in advance. If you are unable to attend the meeting, we highly encourage you to cast your vote for the proposed Amendments via proxy so the Association can achieve the required votes.

The purpose of these Amendments is to preserve the character of our Association as predominantly owner-occupied. Most homeowners’ association declarations limit the number of units that can be leased at one time, but unfortunately, our Declaration, as currently written, does not. Consequently, it is currently possible for all units (or at least a large majority of them) to be leased at one time and with the Association having no ability to regulate the potential negative effects of this scenario. This should cause unease for all owners concerned with the health, safety, and wellbeing of all our residents and Association property. Also of concern is that having a large amount of rental units may result in some mortgage lenders refusing to offer financing of homes within the Association.

The proposed Amendments ensure that the owners residing at the Association will never be outnumbered by temporary renters. As you will read, the proposed Amendments do not interfere with the rights of existing owners who are currently leasing their units. In other words, the proposed Amendments allow those units currently being leased to remain leased until an owner decides to no longer lease his or her unit. The following is a brief summary of the main revisions to the leasing covenants under the proposed Amendments:

- The maximum number of units that may be leased at any one time is twenty percent (20%) of the total number of units.
- Any owner denied the ability to lease his or her unit due to the twenty percent (20%) maximum may request to be placed on a waiting list for future lease availability.
- Owners currently leasing their units as of the date the proposed Amendment becomes effective will be allowed to continue leasing their units.

- There will be a mechanism for hardship variances which may be granted at the discretion of the Board of Directors.
- The Association may have its own uniform and standard leasing form that must be used by all owners. This form can be obtained through the Association.
- The Association's written approval of both the lease and tenant(s) is necessary prior to the lease becoming effective.
- Units may be leased a maximum of two (2) times per calendar year with the minimum rental period being twelve (12) months.
- No portion of a unit, other than an entire unit, may be rented; and
- A copy of the fully executed lease must be delivered to the Association for the Association to maintain in its records.
- A prohibition on tenants or owners who are categorized as sex offenders.

We believe you will find the changes contained within the proposed Amendments to be reasonable, respective of existing owners' rights, and for the benefit of the entire Association. If you cannot attend the meeting, please complete and return the enclosed proxy to the Association to cast your vote for the proposed Amendments. Thanks for your consideration and please do not hesitate to contact the Association with any additional questions or concerns.

Sincerely,

Madison Frost *for*
Board of Directors for Autumn Point
Association, Inc.

Proposed Amendment 1:

Article 6, Section 6.22 **Leases.** All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies delivered to the COMMUNITY ASSOCIATION prior to occupancy by the tenant(s). No lease shall be for a period of less than 3 months, and no UNIT OWNER may lease his UNIT more than 2 times in any consecutive 12 month period, without the consent of the APPROVING PARTY. Notwithstanding the foregoing, a UNIT OWNER may from time to time permit guests to occupy his UNIT, without consideration, provided the COMMUNITY ASSOCIATION is given prior written notice of such occupancy. Such guest occupancy shall not exceed 4 times in any consecutive 12 month period, without the consent of the APPROVING PARTY. No portion of a Lot (other than an entire UNIT) may be rented. No UNIT OWNER may lease his UNIT more than two 2 times in any consecutive 12 month period, without the consent of the APPROVING PARTY, even if a tenant defaults on a lease or abandons the UNIT before the expiration of the lease term. No UNIT may be leased unless that UNIT is first occupied for one (1) full calendar year by the OWNER and not placed for lease or rent until the DECLARATION and this provision is complied with. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than said 3 months, except in the event of a default by the tenant. Any lease terminated as a result of a default or otherwise, shall nevertheless still count towards the foregoing rental limitations. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the COMMUNITY ASSOCIATION shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this DECLARATION, the ARTICLES, the BYLAWS, applicable rules and regulations, or of any other agreement, document or instrument governing the LOTS or UNIT on any LOT. The OWNER of a leased UNIT shall be jointly and severally liable with such OWNER'S tenant for compliance with this DECLARATION, the ARTICLES and the BYLAWS and to the COMMUNITY ASSOCIATION to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinate to any lien filed by the COMMUNITY ASSOCIATION whether before or after such lease was entered.

In the event that an OWNER is delinquent in the payment of his ASSESSMENTS or other sums due and owing to the COMMUNITY ASSOCIATION, the UNIT shall not be leased until such amounts are paid in full or unless the COMMUNITY ASSOCIATION consents, in writing, to any such lease. If the UNIT is leased in violation of this provision, the COMMUNITY ASSOCIATION may terminate the lease and evict the tenant(s) in addition to imposing all other available remedies. In the event an OWNER is in default in the payment of ASSESSMENTS or other sums due and owing to the COMMUNITY ASSOCIATION and the OWNER'S UNIT is leased, the COMMUNITY ASSOCIATION shall have the right and authority to collect the rent to be paid by the tenant to the OWNER directly from the tenant. In the event such tenant fails to remit said rent directly to the COMMUNITY ASSOCIATION within ten (10) days (but no later than the day the next rental payment is due) from the day the COMMUNITY ASSOCIATION notified such tenant in writing that the rents must be remitted directly to the COMMUNITY ASSOCIATION, the COMMUNITY ASSOCIATION shall have the right to terminate the lease and evict the tenant(s). All sums received from the tenant shall be applied to the OWNER'S account for the UNIT according to the priority established in Section 720.3085, Florida Statutes, as amended from time to time, until the OWNER'S account is current. All leases entered into by an OWNER shall be deemed to automatically incorporate this provision and all the OWNERS hereby appoint the COMMUNITY ASSOCIATION its agent for such purpose.

No OWNER may assign or otherwise transfer the OWNER'S obligations under this DECLARATION to any tenant. The COMMUNITY ASSOCIATION shall have the right to enforce the covenants, conditions and restrictions set forth in this DECLARATION against the OWNER, the tenant, or any member of the tenant's household, individually or collectively. The COMMUNITY

ASSOCIATION shall not be bound by any provision in the lease or other agreement between OWNER and his or her tenant requiring prior notice or imposing other conditions on the rights of the COMMUNITY ASSOCIATION.

Proposed Amendment 2:

Article 6, Section 6.22.1 **Lease Restrictions.** OWNERS shall obtain lease registration from the COMMUNITY ASSOCIATION before renting a UNIT. Registrations will be limited to no more than twenty percent (20%) of the total number of LOTS. No additional lease registrations shall be issued until the outstanding lease registrations fall below twenty percent (20%). For the purposes of this subparagraph, an OWNER may seek to lease on a hardship basis by applying to the Board of Directors, a hardship lease registration above twenty percent (20%). For purposes herein, "hardship" shall include, but not be limited to, the following situations: (i) an OWNER must relocate his or her residence outside the Duval County area and cannot sell the UNIT except at a price below the current market value, after having made reasonable efforts to do so; (ii) where the OWNER dies and the UNIT is being administered by his or her estate; and (iii) the OWNER takes a leave of absence or temporarily relocates and intends to return to reside in the UNIT.

Proposed Amendment 3:

Article 6, Section 6.26 **Occupancy.** No UNIT shall be permanently occupied by more than two (2) persons for each bedroom in the UNIT. In addition, temporary guests are permitted so long as they do not create an unreasonable source of noise or annoyance to the other residents of the SUBJECT PROPERTY. Notwithstanding the foregoing, neither a UNIT, SUBJECT PROPERTY nor the COMMON AREA, nor any portion of either thereof, may be occupied or resided therein or thereon, for any purpose, either temporarily or permanently, by any person who is:

a. adjudicated, classified, labeled, or otherwise designated as amended from time to time, as a "sexual predator," "habitual sex offender," "child-victim offender," and/or "child-victim predator," (or any replacement or substitute term or variation therefrom resulting from any amendment to applicable portions of the Florida State Statutes);

b. required to be registered under the State of Florida's Sex Offender Registration and Notification Laws; and/or

c. required by applicable laws to register with a designated registering agency, thereby requiring notice to be given under the Florida Sex Offender Registration and Notification law or similar law from another jurisdiction, each of whom is referred to herein as a "sex offender."

The violation of the foregoing restriction shall entitle the DECLARANT or DECLARANT's successor (who owns any Lot or has the right to expand the DECLARATION), the COMMUNITY ASSOCIATION, and each OWNER, the right to enjoin such sex offender from occupying, or continuing to occupy, or residing in or continuing to reside in, a UNIT or in or on the COMMON AREA. The violation of the foregoing restriction shall entitle the COMMUNITY ASSOCIATION to institute and prosecute to the conclusion, in the name of the OWNER or OWNERS of a PARCEL which a sex offender occupies or is residing in, as the OWNER or OWNERS' agent for this sole purpose, proceedings to evict such person occupying or residing in that Lot. Each OWNER, by the acquisition of a fee simple interest in a PARCEL, understands and agrees that the remedies at law for damages in the event of the violation of the provisions of subsection (i) hereof are inadequate in that an award of damages would not resolve the problems inherent in having a sexual offender occupying space in or residing in the UNIT, and that irreparable harm to all other OWNERS would result from the occupancy or the residency of a sex offender in the UNIT.

Notwithstanding the foregoing, the party seeking relief pursuant to the provisions of subsections (ii) or (iii) hereof shall be entitled to recover all costs of enforcement, including court costs and reasonable attorney fees. In the case of the COMMUNITY ASSOCIATION seeking and obtaining

relief pursuant to this section, the costs of enforcement shall be a charge on the lot occupied by or resided in by the sex offender and the subject of an ASSESSMENT against that PARCEL and its OWNER or OWNERS, and a lien thereon, and may be enforced by the same means and in the same manner as provided by Florida law and as provided in this DECLARATION with respect to the violation of restrictions. The foregoing restriction is not intended to create nor shall it be interpreted to create a duty by the DECLARANT, any OWNER, the COMMUNITY ASSOCIATION, or its BOARD, to inquire about, to take any affirmative action to determine the status of, or to disclose the occupancy or residency or prospective occupancy or residency, of a sex offender in the COMMUNITY ASSOCIATION.

AUTUMN POINT ASSOCIATION, INC.

A Corporation Not-for-Profit

LIMITED PROXY

The undersigned, owner(s) or designated voter of property address: _____ in Autumn Point Association, Inc. appoints _____ or the Secretary as my proxy holder to attend the meeting of the members Autumn Point Association, Inc. to be held on November 9th, 2023, at the location of 3984 Ringneck Drive, Jacksonville, FL 32226. The proxy holder named above has the authority to vote and act for me to the same extent that I would personally present, with power substitution, except that my proxy holder's authority is limited, as indicated below.

I specifically authorize and instruct my proxy holder to cast my vote in reference to the following matters as indicated below:

Proposed Amendment 1 Art. 6, § 6.22 (on separate page incorporated by reference here)

☐ Approve Amendment 1	☐ Do Not Approve Amendment 1
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Proposed Amendment 2 Art. 6 § 6.22.1 (on separate page incorporated by reference here)

☐ Approve Amendment 2	☐ Do Not Approve Amendment 2
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Proposed Amendment 2 Art. 6 § 6.26 (on separate page incorporated by reference here)

☐ Approve Amendment 3	☐ Do Not Approve Amendment 3
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Date Proxy Given: _____, 2023

Owner Signature

Owner Signature

Owner Name (Please Print)

Owner Name (Please Print)

If you cannot attend or are planning to attend the meeting, please return your proxy so you can be counted in advance to establish a quorum.

If you intend to submit this Proxy via mail, please submit this proxy on or before October 23, 2023, to 1941 Mayport Rd., Atlantic Beach, FL 32233 to ensure receipt before the meeting; you may also email it to: madison@elimservices.com OR fax to: 904.212.2103 by November 8, 2023. All proxies must be received before the start of the meeting. You may also give your proxy to a board member or owner attending the meeting.

SUBSTITUTION OF PROXY

The undersigned, appointed as proxy above, does hereby designate _____ to substitute for me in the proxy set forth above.

Date: _____, 2023

Proxy Signature: _____