

# Draft Amendments to the Declaration of Covenants

## Owner submitted inputs

### **Amendment 1, Outdated Developer Rights**

Numerous additional sections still have developer, declarant and class of members.

### **Amendment 2, Annual Budget and Assessments**

Non-pond owner object to fee increase for non-pond owners

Pond owner doesn't agree with pond owners fee increase, doesn't agree with the 2-tier fee system.

Pond owner doesn't agree with dues increase or 2-tiered system

Pond owner doesn't like the 2-tiered dues system. Doesn't like the way in which dues should be calculated.

Pond owner believes the added language for special assessments to an owner for maintenance and repairs is new and they object to it.

Pond owner equitable pond fees

Non-pond owner, leave dues as is, two-tiered (2)

### **Amendment 3, Architectural Review**

30 days for ARC approval is too long

ARC takes too long to approve simple requests

Article V section 3, add: Construction from the time the Building Permit is issued until the time an Occupancy Permit is issued, shall not exceed one year.

### **Amendment 4, Use Restrictions**

Doesn't like the language grandfathering previous prohibited structures. Feels it is subjective by the Board.

Don't remove section 10, reasonable uniformity is needed to maintain the appeal of the lots

Disagree with removal of the pine tree language in Section 26

### **Amendment 5, Waterfront Lots**

Add to section 27 (c) "An owner will submit an ARC request containing information on materials that will be used to prevent erosion to the pond bank on the owners property. Broken concrete slabs will not be approved".

Pond owner doesn't feel that they should be responsible for their property maintenance between the top of the pond bank and the waters edge. Feels the HOA should pay for any planting or erosion control to individual lots.

### **Amendment 6, Fines**

Add wording on who pays attorney and court costs.

No fines, we're all adults.

Language vague

Complying with the Florida Statute, Inevitable litigation, unnecessarily broad, overly ambiguous, weaponization risk.

Selective enforcement, no written guidelines, retaliation, escalation and division, fines don't work.

No details, should be resolved through mediation or Court action

I oppose fines

**Amendment 7, Amendment Procedure**

No comments

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We received feedback from a total of 22 of 64 owners.

There are a total of 6 owners that agree with the amendments as written.

One non-pond owner doesn't agree with any of the changes

These comments were submitted as additional input to the covenants but NOT addressed in the amendments.

Article VI – Use Restrictions, Section 5 Leasing: Recommend changing the minimum lease period to 3 months vice 6 months.

Article VI, section 7: Strike the end of the paragraph language pertaining to the Declarant and sales office. Add language that approves owners having sanitary toilet facilities for contractors use.

Article VI Section 6: change wording to read “replaced, or substantially repaired, in compliance herewith.

Article IV Section 7. Add language for a mailing date for annual assessment invoices.

Get rid of the 2-tiered dues system