



The Meadows

At World Golf Village

Saint Augustine, FL 32092

February 13, 2024

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Subject: Important Vote Regarding Rental Restrictions in Our Community

Dear Members of The Meadows Owners Association,

As a valued member of our homeowners' association (HOA) community, we are reaching out to inform you of an upcoming vote regarding an important proposed amendment to our governing documents.

The Board of Directors has carefully considered the current dynamics of our neighborhood and has proposed a change to our governing deed restrictions to limit the number of rentals within our community. This proposed amendment aims to preserve the integrity, stability, and long-term value of our neighborhood by promoting owner occupancy and fostering a stronger sense of community among residents.

We believe that by limiting rentals, we can address several key concerns shared by many homeowners, including maintaining property values, enhancing community stability, and promoting a residential atmosphere that aligns with the preferences of our residents.

Your participation and vote in this matter are crucial to the decision-making process. We encourage you to carefully review the proposed amendment and consider its potential impact on our community. Your input and feedback are invaluable as we strive to make decisions that are in the best interests of all homeowners.

To facilitate your review of the proposed amendment, we have enclosed a copy of the draft language for your reference. Additionally, we will host a virtual town hall meeting on **Thursday, February 22, 2024 at 7:00 PM** to discuss the proposed amendment in further detail and address any questions or concerns you may have.

Please mark your calendar and plan to join us for this important discussion. Your voice matters, and we want to ensure that every homeowner has the opportunity to be informed and engaged in the decision-making process.

In the coming weeks, you will receive further communication detailing the voting procedure and timeline. We encourage you to participate actively by casting your vote and contributing to the future direction of our community.

Thank you for your attention to this matter and your ongoing support of our HOA community. Should you have any questions or require additional information, please do not hesitate to contact us at HOABoard@themeadowswgv.com

Mike Krugman, President

The Meadows at Saint Johns Owners Association, Inc.

Email: mkrugman@themeadowswgv.com

Website: themeadowswgv.com

Mobile: 904-347-9898

Enclosure: Draft of Proposed Amendment to HOA Covenants (CC&R)

Informed Decision - Key Questions

To provide all HOA members with the information they need to make an informed decision about the proposed change to limit the number of rentals in the community, the Board has set out to address each of the following questions in a manner that promotes clear and transparent communication through written correspondence, town hall meetings, and online blog postings.

1. Purpose and Rationale: Understanding the rationale behind the decision to limit rentals can help homeowners assess the potential benefits and drawbacks.

2. Impact on Property Values: Homeowners would want to know whether this change is expected to have a positive or negative impact on the value of their homes.

3. Enforcement Mechanisms: Homeowners would want to know whether the HOA has a plan in place to monitor and enforce compliance with the new rule.

4. Grandfathering Provisions: Homeowners who are currently renting out their properties may want to know whether they will be affected by the proposed change.

5. Process for Approval: Homeowners would want to know how their input will be solicited and how the final decision will be made.

6. Potential Legal Implications: Homeowners would want to understand whether the proposed change complies with state and local laws, and whether there are any potential legal challenges that could arise.

7. Impact on Rental Income: Homeowners who rent out their properties may want to know how the proposed change will impact their financial situation.

8. Community Consensus: Homeowners would likely want to know whether there is broad support for the change within the community, or if there are significant concerns or objections.

9. Potential Exceptions: Homeowners may want to know whether there are any exceptions or special circumstances that would allow them to rent out their properties.

10. Timeline for Implementation: Homeowners would want to know when they can expect the new rule to take effect and how much time they have to adjust to the new restrictions.

Informational Session - Proposed Rental Amendment

Virtual Town Hall Meeting on Proposed HOA Deed Restriction Amendment

Thursday, February 22, 2024 at 7:00 PM

The HOA Board is holding this virtual meeting to discuss the initiative to amend the CC&R (Deed Restrictions) to limit rentals within our community.

We kindly invite you to join us for this virtual online town hall meeting so that you can voice your concerns and ask questions.

- Attendance at this meeting is limited to residents, owners, and owner's representatives, and pre-registration is required to maintain a sign-in list.
- This meeting is a public meeting, and those attending are speaking openly in a public space.
- The Zoom application-generated Closed Caption is enabled and available for display.
- This meeting will be recorded for use in creating meeting minutes. The recording from this session will not be shared or posted.

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Zoom Meeting - Video Conference (On-Line)
& By Mobile Phone (Voice Only)
& By Phone - Dial by your location (Voice only)

Register in advance for this meeting:

<https://zoom.us/meeting/register/tJcsc--rrDMsE9NyzKBiRnctcPiSvUV99sRZ>

**After registering, you will receive a confirmation email
containing information about joining the meeting.**

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Anyone having difficulty pre-register for this meeting, please contact the Board by email at HOABoard@themedowswgv.com **before 5:00 PM** on Thursday, February 22, 2024 for assistance.

For Discussion and Review

CURRENT CC&R - OCT 2001

ARTICLE VIII
USE OF PROPERTY

In order to preserve the Property as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration:

Section 8.1 Single Family Residence Only. Each Lot shall be used for the purpose of constructing a single family residence thereon and for no other purpose. Except as herein otherwise provided, no structure shall be erected, altered or permitted to remain on any Lot other than one single family residence. No building or structure shall be rented or leased separately from the rental or lease of the entire Lot. Nothing herein shall be construed to prevent the Developer from using any Lot or portion thereof as a right-of-way for road purposes or for access or a utility easement, in which event none of these restrictions shall apply. No building or structure shall have exposed concrete blocks. No carports shall be constructed without prior approval of the NCC.

For Discussion and Review

PROPOSED CHANGE - FEB 2024

- All additions have been identified by being underlined
- All deletions have been identified by being ~~struckthrough~~
- All unaffected language is indicated by being **highlighted**

ARTICLE VIII
USE OF PROPERTY

In order to preserve the Property as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration:

Section 8.1 Single Family Residence Only ~~Leasing~~/Limit on Ownership of Lots. Each Lot shall be used for the purpose of constructing a single family residence thereon and for no other purpose. Except as herein otherwise provided, no structure shall be erected, altered or permitted to remain on any Lot other than one single family residence. No building or structure shall be rented or leased separately from the rental or lease of the entire Lot. Nothing herein shall be construed to prevent the Developer from using any Lot or portion thereof as a right-of-way for road purposes or for access or a utility easement, in which event none of these restrictions shall apply. No building or structure shall have exposed concrete blocks. No carports shall be constructed without prior written approval of the NCC. ~~(see~~ Section 7.2.1).

8.1.1 Definition of Leasing. For purposes of this Declaration, "leasing" is the occupancy of a residential dwelling constructed on a Parcel and intended for residential use as an abode for one (1) family ("Home") in The Meadows at Saint Johns Owners Association by any person or entity other than the Owner, for which the Owner receives any consideration or benefit, including, without

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limitation, a fee, service, or gratuity. Parcels (defined herein as the Lot, Home and all improvements thereon) may be leased only in their entirety (e.g., separate rooms within the same Home may not be separately leased and “rent-sharing” by persons who are not members of the Owner’s Family [defined as the Owner, his or her spouse, if any, and his, her, or their parent, grandparent, child, grandchild, or sibling related by blood, marriage or adoption, is prohibited]). For purposes of this Section, rentals or leasing to a member of the Owner's Family shall not be prohibited or restricted by the Association and shall not be considered a rental for purposes of the cap limitations on renting of Homes contained in Section 8.1.2.

8.1.2 Limitation on Rentals. The maximum number of Parcels in the Association that may be leased at any given time shall be one-hundred twenty (120). In order to ensure that the maximum allowed number of leased Parcels is not exceeded, each Owner desiring to lease his/her Parcel must notify the Board or its authorized agent, in writing, of such desire prior to leasing such Parcel. The Board shall inform such Owner whether or not his/her desired leasing would exceed the maximum allowed number of leased Parcels.

8.1.3 Effect on Existing Leases. Any Owner engaged in leasing activities of a Parcel as of the date this amendment is recorded in the official records of St. Johns County, Florida, shall be allowed to continuing leasing activities of the Parcel until said Lot is sold or conveyed to a Third Party (defined herein as any person who is not a member of the Owner's immediate family, including children, grandchildren, siblings or parents), however the Parcel will be considered a rental for purposes of the cap limitations on renting of Parcels contained in Section 8.1.2.

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8.1.4 Term of Lease and Frequency. All leases shall be in writing and shall have a term of at least six (6) months. No Owner may rent a Parcel more than three (3) times in any twelve-month period, even if a tenant defaults on a lease or abandons the Parcel before the expiration of the lease term. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than six (6) months, except in the event of a default by tenant. No Parcel or Home shall be used for the purpose of any Airbnb or similar rental, or renting rooms therein or as a boarding house, hotel, motel, or any other type of transient accommodation.

8.1.5 Tenant and Lease Information. All Owners leasing their Parcels shall deliver a copy of the signed lease to the Board or its designee no later than ten (10) days prior to the first day of occupancy under the lease. Each lease shall set forth the name, address, and telephone number of the Parcel's Owner and the tenant; the tenant's email address; the date the tenant's occupancy commences and ends; a description of each motor vehicle owned or operated by tenant or the members of tenant's household; and a description of all pets to be kept at the Parcel. The Association may adopt a form that Owners must complete incident to any lease of a Lot, which may request additional information or documentation the Association may deem appropriate.

8.1.6 Compliance with Governing Documents and Rules and Regulations. All leases shall include an acknowledgement by the tenant that the tenant and all occupants of the leased Parcel are bound by and obligated to comply with the Association's Governing Documents and Rules and Regulations, and that tenant has received a copy of said documents. The Owner shall be responsible for providing a copy of the Governing Documents and Rules and Regulations to the tenant prior to the execution of the lease,

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and shall monitor enforcement and compliance with the Governing Documents and Rules and Regulations by the tenant.

8.1.7 Owner's Continuing Obligations to Association. No Owner may assign or otherwise transfer the Owner's obligations under this Declaration to any tenant. The Association shall have the right to enforce the Governing Documents and Rules and Regulations against the Owner, the tenant, or any member of the tenant's household, individually or collectively. The 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 Association.

The Owner shall have the duty to bring his or her tenant's conduct into compliance with the Governing Documents and Rules and Regulations by whatever action is necessary, including without limitation, the institution of eviction proceedings. If the Owner fails to bring the conduct of the tenant into compliance, the Association shall have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the noncompliance, including, without limitation, the right to institute an action for eviction against tenant in the name of the Association. The Association shall have the right to recover any costs or fees, including attorney's fees, whether or not suit is filed, incurred in connection with such actions from the Owner in the same manner as a common expense assessment.

Each Owner, by acceptance of a deed to a Parcel, hereby covenants and agrees with the Association and all other Owners of Parcels in the Association, that the Owner shall be responsible for any violation of the Governing Documents and Rules and Regulations resulting from the acts or omissions of his or her tenant, other occupants of the leased Parcel, and their respective

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guests, to the same extent the Owner would be liable for such violation if it had resulted from the acts or omissions of the Owner or a member of the Owner's household or guests. The Owner's obligations hereunder shall be deemed a guaranty of performance by his or her tenant, and the Association shall have the right to take any action or seek any remedy for the tenant's failure or refusal to comply with the Governing Documents or Rules and Regulations directly from or against the Owner without first taking such action or obtaining such remedy from or against the tenant.

8.1.8 Association as Third-Party Beneficiary. The Association shall be deemed a third-party beneficiary of all leases of Parcels, and shall have the right, but not the obligation, to enforce the terms and conditions of such leases against the tenant or the Owner, including the right to initiate eviction proceedings as agent of the Owner. Notwithstanding the foregoing, the Association's failure to object to any term or condition of a lease shall not be deemed to be consent or approval of any term or condition of the lease, nor shall the Association have any obligation whatsoever for the performance of any obligation of Owner or tenant contained in the lease or otherwise.

All leases shall provide, and if they do not so provide then the lease shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Governing Documents or Rules and Regulations.

8.1.9 Subleasing. Subleasing of a Parcel by a tenant or the renting of rooms is not permitted.

8.1.10 Effect of Owner Delinquency on Ability to Lease. In the event that an Owner is delinquent in the payment of his or her assessments owed

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to the Association, or other sums due and owing to the Association, the Owner's Parcel shall not be leased until such amounts are paid in full or unless the Association consents, in writing, to any such lease. If the Parcel is leased in violation of this provision, the Association may terminate the lease and evict the tenant(s) in addition to pursuing or imposing all other available remedies.

8.1.11 Hardship. In the event that an Owner, due to medical or health reasons or other justifiable cause constituting a hardship, in the sole discretion of the Board, shall be unable to occupy his/her Home for a period in excess of four (4) months, and based on said hardship desires to lease said Home, the Owner shall make written application to the Board which may, by majority vote and review of the application, grant to the Owner an exception to the leasing restrictions set forth in this Section, upon such conditions as the Board may establish and uniformly apply. Provided, however, that the maximum period of time an Owner that is granted a hardship exception to lease his/her Home is twenty-four (24) months.

8.1.12 Leasing Restrictions Not Applicable to Association. The Association shall be exempt from any lease restrictions provided in this Section, pursuant to activities related to the purposes of collecting delinquent assessments, costs, fees and other properly assessed expenses to the Lot and Home.

8.1.13 Rules and Regulations Concerning Leasing. The Board may from time to time adopt rules and regulations pertaining to the leasing of Parcels, including policies and procedures to further the goals and objectives of this Section.

FAQ on the Authorization and Consent for Notice by Email form

1. **What is an "Authorization and Consent for Notice by Email" form?** This authorization form, when completed and submitted by you, will permit The Meadows at World Golf Village HOA Board of Directors, the HOA's Association Management Company and HOA committees, to communicate with you via email.

2. **Why am I being asked to complete this authorization form?** It's been a goal of your Board of Directors to improve communication in all aspects for The Meadows at World Golf Village HOA community. Recent changes to FL legislation dictate that certain steps be taken to protect the personal information of the members. One of those steps is a requirement to receive written authorization from those members who wish to receive electronic notices from the HOA. Since electronic communication is faster, inexpensive, more efficient, and environmentally friendly, the Board of Directors has decided to ask those members wishing to receive electronic notices for their written permission.

3. **What type of information will be communicated to me electronically?** It is the goal of this Board of Directors to use email communication to replace any of the required notices that our governing documents and/or by applicable FL Statutes require the association to provide to its members. Certain notices that are required to be sent via regular or certified mail as prescribed by law will continued to delivered by mail..

Examples of information sent via email would be:

- Notice of upcoming HOA meetings
- HOA Board meeting minutes
- HOA Newsletter / Schedule of Events
- HOA notices of maintenance issues affecting entire community
- HOA notice of outside issues that have an impact on our community (e.g. nearby road closures, local construction impact, relevant governmental issues)
- Request for input on various subjects
- Any other HOA business that the Board determines appropriate.

Note: No email communication sent will be used to replace any formal notices required by our governing documents and/or by applicable FL Statutes to be delivered by mail or in person. For example, while a notice of an upcoming Board of Directors or members meeting may be sent via email to those who grant permission, the required meeting notifications will still be posted conspicuously on the property and notification of members meeting will still be sent per our governing documents or by applicable FL Statutes, via USPS mailing to all members.

4. **What happens if I don't complete the Authorization and Consent for Notice by Email form?** You simply will not receive email communications from the HOA. You will continue to receive any communications, including official notices required to be sent by our governing documents and/or by applicable FL Statutes, via USPS mailing. ***** It is critical that we have your current and correct mailing address. *****

5. **Will my email be shared with anyone else other than our association's management company or Board of Directors?** No. Your signed authorization grants permission for The Meadows at World Golf Village HOA to use your email address to convey association-related information via our association's management company or the Board of Directors.

6. **How do I sign up?** Complete the form on the next page.

If you have any questions regarding the form, please contact the Association's management company at (904) 717-9226 or via email emmy@firstcoastam.com or the HOA Board of Directors via email info@themedowswgv.com.

Please return the completed form to the Association:

1. Scan the completed, signed form and send by **email** to: info@themedowswgv.com
- OR -
2. Send the completed, signed form by U.S. Postal Service mail to:

The Meadows at World Golf Village HOA
The Meadows at Saint Johns Owners Association, Inc.
11555 Central Parkway, Suite 801
Jacksonville, Florida 32224-2700

THE MEADOWS AT SAINT JOHNS OWNERS ASSOCIATION, INC.

dba The Meadows at World Golf Village HOA

Authorization and Consent for Notice by Email

I, the undersigned, am a record owner of a lot in The Meadows at Saint Johns subdivision, operated by The Meadows at Saint Johns Owners Association, Inc. ("Association"), and a member of the Association. The purpose of this form is to provide written consent to the Association for the undersigned to receive notice by email, as permitted by Florida Statutes and the Association's governing documents, of meeting notices, minutes, reports, and other correspondence. Section 720.303(2)(c)1, Florida Statutes, provides that an association may provide notice by electronic transmission for meetings of the board of directors, committee meetings requiring notice under Section 720.303, Florida Statutes, and annual and special meetings of an association's membership, to any member who has provided a facsimile number or email address to the association and consented in writing to receiving notices by electronic transmission. By completing, signing and returning this form, the undersigned is authorizing the Association's Board of Directors (and its management company, if applicable), to email notifications of Association meetings, minutes or other correspondence in lieu of receiving such documents by regular mail. The undersigned's email address will not be used for any other purpose than those listed herein, but owners who agree to accept notices and documents by email also consent to their email addresses becoming part of the official records of the Association, and open to inspection and/or copying by Association owners. I also understand that certain notices (including, but not limited to, notices of recall meetings, notices in connection with the collection of delinquent assessments, certain notices regarding violations of covenants and restrictions, and notices demanding participation in mandatory presuit mediation) must be sent via regular or certified mail as prescribed by law.

- ☐ By checking this box and signing below, I hereby provide my written consent to the Association to provide notice by electronic transmission in lieu of other forms of notice, consistent with the requirements of Section 720.303(2)(c)1, Florida Statutes, at the email address listed below, and agree to promptly notify the Association of any changes in the information listed below.

The written consent contained herein is effective until revoked by the undersigned in writing.

Property Address: _____

Email Address: *(required notices)* _____

Email Address: *(informational emails)* _____

Signature: _____

Printed Name: _____

Date: _____

Please return this form by U.S. Postal Service to address listed on the reserve side.

(Updated: Jan 2024)

If you would like to send a scanned, signed copy via email, please email to: info@themeadowswgv.com