



# THE MEADOWS AT WORLD GOLF VILLAGE

## Q & A - Proposed Rental Amendment

Informational Session – Jan 18, 2024 at 7PM

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### Background - Proposed HOA Deed Restriction Amendment

- **The mission of a Home Owners Association (HOA) is to:**
  - Look to maintaining a safe community,
  - Safeguarding property values, and
  - Sustaining community standards.
- **Impact of Rentals on a HOA Community:**
  - Renter might not be interested in supporting their neighborhood (only temporarily here).
  - Renter might not follow the norms of the community (increase in compliance violations).
  - Renter might not care about maintaining the appearance of the rental property.
  - The rental company might not give enough thought about community standards for maintaining the property.

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## Background - Proposed HOA Deed Restriction Amendment

- **How can the HOA enforce community standards with rentals when:**
  - Tenants who are renting a property are not members of the HOA,
  - Tenants are not bound to the same covenants and rules, and
  - The HOA is unable to evict a renter.
- **All HOA enforcement actions must be directed to the Lot-Parcel owner via:**
  - Imposing fines,
  - Other remedies outlined in the governing documents, and.
  - Lawsuit against the Lot-Parcel owner.

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## Highlights - Proposed HOA Deed Restriction Amendment

8.1.1.1. **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 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. ¶

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## Highlights - Proposed HOA Deed Restriction Amendment

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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## Highlights - Proposed HOA Deed Restriction Amendment

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.

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## Highlights - Proposed HOA Deed Restriction Amendment

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

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## Highlights - Proposed HOA Deed Restriction Amendment

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.

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## Highlights - Proposed HOA Deed Restriction Amendment

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.

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## Highlights - Proposed HOA Deed Restriction Amendment

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 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.

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## Highlights - Proposed HOA Deed Restriction Amendment

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.

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## Highlights - Proposed HOA Deed Restriction Amendment

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 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.

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### Highlights - Proposed HOA Deed Restriction Amendment

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.

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### Highlights - Proposed HOA Deed Restriction Amendment

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.

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## Timeline Plan - Proposed HOA Deed Restriction Amendment

- ✓ *1<sup>st</sup> Proposal Read and Q&A - December 2023 BOD Meeting*
- \* Q&A Session immediately before January 2024 BOD Meeting
- 2<sup>nd</sup> Proposal Read and Q&A – January 2024 BOD Meeting
- Distribution of CC&R Proposed Amendment – By end of January 2024
- Q&A Session immediately before February 2024 BOD Meeting
- Virtual Information Session – Mid-February 2024
- Completion of Vote By Mail Ballot, Instructions, Proposal – By end of Feb 2024
- In person Information Session @ PBMS - Early-March 2024
- USPS 1<sup>st</sup> Class mailing of Vote By Mail Packet – By end of March 2024
- Virtual Information Session – Mid-April 2024
- Vote By Mail must be received by May 6, 2024 (TBD – non-mail drop off date-location)
- Result of vote posted on or before May 21, 2024
- Mail postcard notice of Annual Members Meeting & nominations for Association Directors by May 24, 2024

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## Parcel Owners Questions - Q&A on:

- **The Proposed HOA Deed Restriction Amendment**



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