



THE MEADOWS

AT WORLD GOLF VILLAGE

Board Meeting – Mar 9, 2023 at 7PM

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Agenda – Board Meeting – Mar 9th

- Meeting Called to Order
- Opening Remarks
- Review and Acceptance of Minutes (*Deferred*)
- Reports of Officers, and Committees
 - President
 - Treasurer
 - ARC Committee
 - SRV Committee (*No Report – No Activity*)
 - Community Manager (*Deferred*)
- Unfinished Business (*None for Tonight*)
- New Business
- Open to those attending for comments, feedback and questions
- Closing Remarks
- Adjournment

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Opening Remarks

- Welcome
- Latest News Update
- Open Board Position

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Reports of Officers, and Committees

- President
- Treasurer
- ARC Committee
- SRV Committee (No Report – No Activity)
- Community Manager (Deferred)

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New Business

- Candidate for Open Director's Position on Board
- Resolution to Redeem CD at PNC
- Discussion of Proposed Amendment of Association Corporate Bylaws
- Discussion of Limitation on Non-Owner-Occupied Residences

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▪ Duties and Responsibilities of a HOA Director

- The primary obligation of a director is to ensure that community is:
 - Abiding by the CC&R, bylaws and other governing documents, and
 - Complying with all relevant federal, state, and local laws
 - Associations function under corporation laws in Florida
 - Means that the directors owe a fiduciary duty to their fellow HOA owners
 - Failure to meet the fiduciary duty -
 - Permits any HOA owner injured by the violation to bring a claim against:
 - HOA, and
 - Directors individually
 - Fiduciary duty is defined simply as:
 - Obligation to act as a reasonably prudent person would in the same situation
- *CC&R permits any HOA owner injured by a violation to bring a claim directly against the offending home owner*

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Redemption of CD at PNC

- In 2005, HOA opened a CD at Compass Bank – Term 12 months
- CD automatically renewed every 12 months
- Only remaining signature on CD is Signature Reality
- Desire to redeem CD and move funds in better Interest Rate Account

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Resolution for Redemption of Bank CD

WHEREAS, the Board of Directors has determined it to be in the best interest of the Association to redeem (not renew) the Bank Certificate of Deposit, Certificate No _____ with PNC BANK, N.A,

NOW, THEREFORE, BE IT:

RESOLVED THAT The Meadows at Saint Johns Owners Association, Inc.’s Bank Certificate of Deposit, Certificate No _____ with PNC BANK, N.A limits the authority of change to authorized signatories on behalf of the Association be and is hereby revised to add **Mr. Michael Krugman, President/Treasurer/Director** as a signatory authorized to do all such acts, deeds and things and to sign all such documents, papers and writing as may be required in connection with said Bank Certificate of Deposit; and

FURTHER RESOLVED THAT The Meadows at Saint Johns Owners Association, Inc.’s Bank Certificate of Deposit, Certificate No _____ with PNC BANK, N.A be redeemed (not renewed) and the amount in the said Bank Certificate of Deposit be returned to the Association by way of issuance of Bankers’ Check payable in the name of the Association, and the following Officer/Director of the Association be and are hereby authorized to do all such acts, deeds and things and to sign all such documents, papers and writing as may be necessary in this regard; and

FURTHER RESOLVED THAT **Mr. Michael Krugman, President/Treasurer/Director** be and is hereby authorized to do all such acts, deeds and things and to sign all such documents as may be required in connection with the redemption and closure of the said Bank Certificate of Deposit.”

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Proposed Amendment of HOA Corporate Bylaws

- Removed references no longer correct - Physical Office Address
- Updated Quorum to current FL limitation of 30%
- Removed references to membership classes
- Removed references to Developer when possible
- Clarified affirmative vote required to amend CC&R
- Added:
 - Election Entirely By Mail
 - Election Rules Requirement
 - Adopting and Amending Election Rules
 - Address of Owners Requirement
- Updated default date of Membership Annual Meeting
- Reduced percent of owners required to call Special Members Meeting

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Proposed Amendment of HOA Corporate Bylaws

- Added provisions for Mail-In Election of HOA Directors
- Removed references to 'telegram' – replaced with 'email'
- Updated 'Board Action without a Meeting' to require public reporting of actions taken at next meeting of the Board
- Updated 'Removal of a Director' by membership from 50% to 40%
- Clarified Board's responsibilities for Architectural Review
- Added provision creating the Architectural Review Committee
- Updated 'Officers' that President & Vice-President must be Directors

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May 2022 Attempt at Rental Limitations

CURRENT CC&R – OCT 2001

**Article III
OWNERSHIP AND MEMBERSHIP**

Section 3.1 Lot Ownership. A Lot may be owned by one or more natural persons or an entity other than a natural person.

PROPOSED CHANGE – May 2022

- 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 III
OWNERSHIP AND MEMBERSHIP**

Section 3.1 Lot Ownership. A Lot may be owned by one or more natural persons or an entity other than a natural person. No natural person(s), entity other than a natural person, or its affiliated persons and entities (meaning such entities that are owned, controlled, and/or operated, by the same person(s), subsidiaries, parent companies, and other affiliates), may own more than three (3) Lots within the Property.

May 2022 Attempt at Rental Limitations

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.

May 2022 Attempt at Rental Limitations

PROPOSED CHANGE – May 2022

- All additions have been identified by being underlined.
- All deletions have been identified by being ~~struck through~~
- 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; Rental.

Each Lot shall be used for the purpose of constructing a single family residence thereon and for no other purpose. For purposes of this paragraph, "family" shall mean group of persons who are connected by blood or by affinity or through law within three generations; or a group of persons living together and having a shared commitment to a domestic relationship; or a group of persons, consisting of a child and a parent, legal custodian, or adult relative, in which (a) the persons reside in the same house or living unit or (b) the parent, legal custodian, or adult relative has a legal responsibility by blood, marriage, or court order to support or care for the child; or spouses, former spouses, non-cohabitating partners, persons related by blood or marriage, persons who are presently residing together as if a family, and persons who have resided together in the past as if a family, and persons who have a child in common regardless of whether they have been married or have resided together at any time. Dwellings may **NOT** be occupied by more than two (2) persons per bedroom. No building or structure shall be rented or leased separately from the rental or lease of

the entire Lot. No Lot shall be rented for less than six (6) months, nor more than three (3) times per year. No Lot shall be used as a hospital, tenement house, bed and breakfast, for transient lodging, short-term rental, vacation rentals, sanitarium, charitable institution, wedding venue, catering establishment, or for any business, commercial (which shall include the business and/or commercial practice of vacation rentals or short-term transient lodging, or manufacturing purposes nor as a dance hall or other place of public assemblage. There is an absolute prohibition against advertising on any vacation rental website. Any such violation will also be deemed a nuisance. No more than twenty percent (20%) of the Lots within the Association may be leased at any given time to a Tenant or Third Party. Any Owner engaged in leasing activities as of the date of this Amendment shall be allowed to continue leasing activities until said Lot is sold or conveyed to a Third Party, however, they will be included and counted toward the 20% rule. Any Owner engaged in leasing activity must, upon the sale or conveyance of said Lot, notify any potential buyer or person taking title that no more than twenty percent (20%) of the Lots of the Association may be leased at any given time to a Third Party. For the purpose of this provision, "Third Party" shall be defined as any person who is not an Owner as that term is defined in the Declaration. Additionally, any Owner wishing to lease their Lot must submit to the Association a security deposit in an amount to be determined by the Board of Directors (the "Security Deposit"). The Security Deposit shall be debited should any Tenant/Third Party of the Owner or the Owner fail to abide by the provisions of this Declaration. These rental restriction provisions take precedence over any inconsistent language in the Articles, Bylaws

or Rules of the Association. These restrictions have been established to maintain the safety of the community and for each members use and enjoyment of their respective properties/lots. 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 NGL.

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Discuss Idea Concepts for HOA Rental Limitations

- (a) Except as specifically provided in this Section 8.xx, each Owner shall occupy and use the single family residence on his/her Lot as a private single-family dwelling ("Dwelling"). Rental or leasing of the Dwellings is prohibited, except as otherwise specifically provided in this Section. For purposes of this Section, **rentals or leasing to a member of the Owner's immediate family members, including children, grandchildren, siblings or parents 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 Dwellings contained in paragraph (b) of this Section.**

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Discuss Idea Concepts for HOA Rental Limitations

- (b) **The maximum number of Dwellings that may be leased at any given time shall be one-hundred (100) Dwellings, and no more than one-hundred (100) Dwellings shall be rented or leased at any time.**

In order to ensure that the maximum allowed number of leased Dwellings is not exceeded, each Owner desiring to lease his/her Dwelling must notify the Board or its authorized agent, in writing, of such desire prior to leasing such Dwelling. The Board shall inform such Owner whether or not his/her desired leasing would exceed the maximum allowed number of leased Dwellings.

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Discuss Idea Concepts for HOA Rental Limitations

- (c) **Any Owner engaged in leasing activities of the Dwelling as of the date of this Amendment shall be allowed to continuing leasing activities of the Dwelling until said Lot is sold or conveyed to a Third Party**, however the Dwelling will be considered a rental for purposes of the cap limitations on renting of Dwellings contained in paragraph (b) of this Section. For the purpose of this section, **“Third Party” shall be defined as any person who is not a member of the Owner's immediate family members, including children, grandchildren, siblings or parents.**

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Discuss Idea Concepts for HOA Rental Limitations

- (d) 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 Dwelling for a period in excess of four (4) months** and based on said hardship **desires to lease said Dwelling**, 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 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 may lease his/her Dwelling is twenty-four (24) months**.

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Discuss Idea Concepts for HOA Rental Limitations

- (e) In the event that an Owner **seeks to lease a portion** of the Dwelling to an single individual **while the owner occupies a portion** of the Dwelling during the term of the lease, and the portion of Dwelling leased is **for a term of not less than six (6) month**, shall **not be considered a rental** for purposes of the cap limitations on renting of Dwellings contained in paragraph (b) of this Section.

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Discuss Idea Concepts for HOA Rental Limitations

- (f) **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 Dwelling.

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Discuss Idea Concepts for HOA Rental Limitations

- (g) All Owners leasing their Dwellings shall deliver a copy of the signed lease to the Board, or if the lease is oral, a memorandum of lease, no later than the date of occupancy or ten (10) days after the lease is signed, whichever comes first. Any Owner leasing his/her Dwelling **shall not lease less than the entire Dwelling** on his/her Lot, shall **not lease his/her Dwelling for transient or hotel purposes**, shall **not lease his/her Dwelling for term of less than six (6) months**, shall **not lease his/her Dwelling more than three (3) times per twelve (12) months**, and shall **not lease his/her Dwelling for other than housing or residential purposes**.

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Discuss Idea Concepts for HOA Rental Limitations

- (h) In the event that an **Owner fails to comply with any leasing requirements** set forth in the Declaration, By-Laws, or rules and regulations of the Association, the Association may pursue any and all other legal and/or equitable remedies available to the Association against the Owner. Furthermore, **all provisions of the Declaration, By-Laws and rules and regulations of the Association shall be applicable to any person leasing a Dwelling and shall be deemed to be incorporated in any lease executed or renewed** The Board may proceed directly against a tenant, at law or in equity for any other breach by tenant of any of the provisions of the Declaration, By-Laws or rules and regulations of the Association.

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Discuss Idea Concepts for HOA Rental Limitations

- (i) The **Board may also from time to time adopt rules and regulations pertaining to the leasing** of Dwellings, including policies and procedures to further the goals and objectives of this Section.

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Board Members Discussion



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Comments, Feedback and Questions



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Next Meeting – Thursday, Apr 13th at 7 PM

- Apr 13th Meeting’s Agenda (*online and via phone – see website*)
 - Meeting Called to Order
 - Opening Remarks
 - Workshop Format – Everyone participating (*will be using whiteboard feature*)
 - Topics to be discussed include (but not limited to)
 - Compliance Policy & Procedures – Need to Revise & Update
 - Architectural Guidelines – Need to Revise & Update
 - Rules and Regulations – Need to Revise & Update
 - Guidelines & Requirements for the Board of Directors
 - Limitation on Non-Owner-Occupied Residences
 - Priorities for the Community and Association
 - Closing Remarks
 - Adjournment

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Thank You for Attending



BY-LAWS
OF
THE MEADOWS AT SAINT JOHNS
OWNERS ASSOCIATION, INC.
a Florida Corporation Not-For-Profit

1. IDENTITY.

1.1 **Applicability.** These are the By-Laws of THE MEADOWS AT SAINT JOHNS OWNERS ASSOCIATION, INC. ("Association"), a Florida corporation not-for-profit organized pursuant to the provisions of Chapter 617, *Florida Statutes*, as amended, to the date of filing of the Articles of Incorporation ("Articles"). The purpose and object of the Association shall be to own, maintain and repair the Common Areas, as defined in the Articles and the Declaration of Covenants, Conditions, Restrictions and Easements for The Meadows at Saint Johns ("Declaration"), enforce the covenants and restrictions contained within the Declaration, and to exercise any other rights, powers and duties granted to it under the Declaration or the Articles. All defined terms contained herein shall have the same meanings as such terms are defined in the Declaration and the Articles.

1.2 **Office.** The office of the Association shall be ~~at 1914 Art Museum Drive, Jacksonville, Florida 32207, or~~ at such ~~other~~ place as ~~may be~~ established by resolution of the Board of Directors.

1.3 **Fiscal Year.** The fiscal year of the Association shall be the first day of January through the last day of December.

1.4 **Seal.** The seal of the Association shall bear the name of THE MEADOWS AT SAINT JOHNS OWNERS ASSOCIATION, INC., the word "Florida", the words "Corporation Not-For-Profit", and year of incorporation.

2. MEMBERSHIP, VOTING, QUORUM AND PROXIES.

2.1 **Membership.** The qualification of members of the Association ("Members"), the manner of their admission to membership and termination of such membership, shall be as set forth in the Articles, the provisions of which are incorporated herein by reference.

2.2 **Quorum.** A quorum at meetings of Members shall consist of persons entitled to cast **thirty (30) percent a majority** of the votes of all ~~classes of~~ membership entitled to vote upon any matter or matters arising at said meeting.

2.3 **Voting.**

(a) Each Lot Owner, ~~other than the Developer,~~ shall be a ~~Class A~~ Member and shall be assigned the right to cast one vote at any meeting of Members.

~~(b) — The Developer shall be the Class B Member and shall be entitled to cast a number of votes equal to the total number of votes held by all Class A Members, plus one, until such time as a Developer's membership is terminated.~~

(b) DELETED

(c) If a Lot is owned by one person, ~~his~~ **the** right to vote shall be established by the record title to **his the** Lot.

(d) If any Lot is owned by more than one person or a partnership, corporation, trust, or any other association or entity, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners of the Lot or by the President, general partner or other chief executive officer of the respective entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until ownership of the Lot is changed. A certificate designating the person entitled to cast the vote of a Lot may be revoked by any owner of that Lot. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.4 **Vote Required.** Except as otherwise required under the provisions of the Articles, these Bylaws or the Declaration, or where the same otherwise may be required by law, at any meeting of the general membership of the Association, duly called and at which a quorum is present, the acts approved by the affirmative vote of a majority of the votes present at such meeting shall be binding upon the Members; **whereas the adoption of amendments to the Declaration requires an affirmative vote of two-thirds (2/3) of all members of the association.**

2.5 **Proxies.** At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by limited proxy, provided that no person shall be designated to hold more than ten (10) proxies. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. All such proxies shall be filed with the Secretary prior to or during the roll call of such meeting. In no event shall any proxy be valid for a

period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Lot owner executing it.

2.6 Election Entirely By Mail.

(a) **Generally.** Unless otherwise specified in the Articles, an election or vote may be conducted entirely by mail for any action which may be taken at a membership meeting without a meeting provided that:

- i. **Written Notice of Pending Vote**– the association distributes a written notice to every member entitled to vote on the matter that includes detailed voting instructions;
- ii. **Written Ballots are Distributed** – the association distributes a written ballot to every member entitled to vote on the matter;
- iii. **Proposed Action Specified** – the ballot sets forth the proposed action to be voted on;
- iv. **Opportunity to Specify Approval or Disapproval** – the ballot provides an opportunity for the voter to specify the voter’s approval or disapproval of any proposed action;
- v. **Reasonable Time to Return Ballot** – the ballot provides at least thirty (30) days within which to return the ballot to the association;
- vi. **Number of Responses Needed to Meet Quorum** – the ballot must indicate the number of responses needed to meet the applicable quorum requirement;
- vii. **Percentage of Approval Needed to Pass the Measure** – except for elections of directors, the ballot must state percentage of approvals necessary to pass the measure being voted on;
- viii. **Deadline to Return Ballot** – the ballot must specify the time by which the ballot must be received in order to be counted;
- ix. **Reporting of Results** – the tabulated results of the election shall be promptly reported to the board and shall be recorded in the minutes of the next meeting of the board and shall be available for review by members of the association; and
- x. **Results Notice to Membership** – Within 15 days of the election, a general notice of the results shall be posted in a conspicuous place within the Property for at least ninety-six (96) hours.

(b) **Quorum & Approval Requirements.** Approval by written ballot is valid only when the number of votes cast by ballot within the required time period equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals must equal or

exceed the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

2.7 **Election Rules.** Associations shall adopt and maintain election rules in order to conduct any association election that requires the use of secret ballots. To satisfy those requirements, the election rules must:

- (a) **Provide Equal Access to Association Media** – The election rules must ensure that if any candidate or member advocating a point of view is provided access to association media (i.e., newsletters, websites, etc.) during a campaign “for purposes that are reasonable related to that election,” equal access must also be provided to all candidates and members advocating a point of view, including those not endorsed by the board, for purposes that are reasonably related to the election. The association may not edit or redact any content from those communications, but shall include a statement specifying that the candidate or member is responsible for the content, not the association.
- (b) **Specify Candidate Qualifications** – The election rules must specify the qualifications for candidates for the board and any other elected position, consistent with the association’s governing documents.
- (c) **Specify Nomination Procedures** – The election rules must specify the procedures for the nomination of candidates, consistent with the association’s governing documents. A nomination or election procedure is not reasonable if it disallows any member from nominating himself or herself for election to the board.
- (d) **Specify Qualifications for Voting** – The election rules must specify the qualifications for voting, the voting power of each membership, the authenticity, validity, and effect of proxies, and the voting period for elections, including the times at which polls will open and close, consistent with the association’s governing documents.
- (e) **Specify Method of Selecting Inspector(s) of Elections** – The election rules must specify a method of selecting the association’s inspector(s) of elections, utilizing one of the following methods: (a) appointment of the inspector(s) by the board, (b) election of the inspector(s) by the membership, or (c) any other method for selecting the inspector(s), provided that the persons are “independent third parties” that may not include any person who is a member of the board, a candidate for the board, or related to a member of the board or a candidate for the board, nor may it include any person or business entity that is employed or under contract with the association for any service other than serving as inspector of elections.

- (f) **Allow Inspector(s) to Appoint/Oversee Additional Persons** – The election rules must allow for the inspector(s) of elections to appoint and oversee additional persons to verify signatures and to count and tabulate votes as the inspector or inspectors deem appropriate, provided that the persons are “independent third parties.”
- (g) **Require Retention of Voter List and Candidate List as Election Materials** – The election rules must require retention of, as association election materials, both a candidate registration list and a voter list. The voter list must include the name, voting power, and either the physical address of the voter’s separate interest, the parcel number, or both. The mailing address for the ballot must be listed on the voter list if it differs from the physical address of the voter’s separate interest or if only the parcel number is used. The association must permit members to verify the accuracy of their individual information at least 30 days before the ballots are distributed. The association or member must report any errors or omissions to either list to the inspector(s) who must make the corrections within two (2) business days.
- (h) **Prohibit the Denial of a Ballot to a Member** – The election rules must prohibit the denial of a ballot to a member for any reason other than not being a member (an owner of a separate interest within the association) at the time when ballots are distributed.
- (i) **Ballots for Persons with a General Power of Attorney** – The election rules must prohibit the denial of a ballot to a person with a general power of attorney for a member. The election rules must also require the ballot of a person with a general power of attorney for a member to be counted if returned in a timely manner.
- (j) **Delivery of Ballots and Election Rules** – The election rules must require the inspector(s) of election verify the deliver, or cause to be delivered, occurred at least 30 days before an election: (a) the ballots, and (b) a copy of the election rules by posting to an internet website with the corresponding website address printed on the ballot together with the phrase, in at least 12-point:”**The rules governing this election may be found here:**”.
- (k) **Floor Nominations and Write-Ins** – Notwithstanding any other provision of law, the election rules may provide for the nomination of candidates from the floor of membership meetings or nomination by any other matter; those rules may also permit write-in candidates for ballots.

2.8 **Adopting and Amending Election Rules.** Election rules are “operating rules” of the association; and may be adopted and amended by the board without membership approval provided that a copy of proposed amendment is delivered to the membership with 28 days notice of a proposed amendment to the election rules. Election rules may not be changed less than ninety (90) days prior to an election.

2.9 **Address of Owners.** Each Owner of a Lot shall file the correct mailing address of such Owner, an lessee or contract purchasers, with the Association and shall notify the Association promptly in writing of any subsequent change of address; provided, however, that if any Owner shall fail to so notify the Association, the mailing address for such Owner shall be the street address of the Lot owned by such Owner. The Association shall maintain a file of such addresses. A written or printed notice, deposited in the United States mails, postage prepaid, and addresses to any Owner at the last address filed by such Owner with the Association shall be sufficient and proper notice to such Owner and shall be deemed delivered on the third (3rd) day after deposit in the United States mails.

3. **MEMBERS' MEETINGS.**

3.1 **Annual Meeting.** The annual meeting of the Members shall be held at ~~the office of the Association or~~ such ~~other~~ place as the Board of Directors may determine, and at such time as may be specified in the notice of the meeting, on the ~~second third~~ Thursday in ~~November~~ **August** of each year or such other date as determined by the Board for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the meeting shall be held on the next succeeding Thursday, or such day as the Directors shall determine and include in the notice of meeting.

3.2 **Special Meeting.** Special meetings of the entire membership of the Association shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from Members entitled to cast ~~a majority~~ **twenty-five (25) percent** of the votes of the entire membership.

3.3 **Notice of Meetings.**

(a) **Generally.** Written notice of all meetings of Members shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member or class of Members, if any, unless waived in writing. Each notice shall state the time and place of and purpose for which the meeting is called and shall be mailed to the Members at least fourteen (14) days prior to said meeting.

(b) **Annual.** Notice of the Annual Meeting shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed or delivered personally to each Member. If mailed, such notice shall be deemed properly given when deposited in the United States Mail addressed to the Member at ~~his the~~ post office address as

it appears on the records of the Association, and the post office certificate of mailing shall be retained as proof of such mailing.

(c) **Special.** Notice of Special Meetings shall be given to each Member not less than fourteen (14) days prior to the date set for the meeting and shall be mailed or delivered personally to the Member.

(d) **Waiver.** Any Member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at or after the holding of the meeting, shall constitute notice of such Member.

(e) **Adjourned Meetings.** If any meeting of Members cannot be held because a quorum is not present, or because a greater percentage of the membership required to constitute a quorum for a particular purpose is not present, wherever the latter percentage of attendance may be required as set forth in the Articles or the Bylaws the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present.

3.4 **Presiding Officer and Minutes.** At meetings of Members, ~~the Chairman of the Board, or in his absence,~~ the President, shall preside, or in the absence of ~~both,~~ the Members present shall select a chairman of the meeting. Minutes shall be kept in a ~~business-like~~ **businesslike** manner and available for inspection by Directors, Lot owners and their authorized representatives during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven (7) years.

3.5 **Order of Business.** The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading or waiver of reading of minutes of previous meeting of Members;
- (d) Reports of officers;
- (e) Reports of committees;

- (f) Appointment by Chairman of inspectors of election;
- (g) Election of Directors;
- (h) Unfinished business;
- (i) New business; and
- (j) Adjournment.

4. **BOARD OF DIRECTORS.**

4.1 **Composition of Board and Developer Control.** The affairs of the Association shall be managed by a Board of Directors. ~~So long as there is a Class B Member, the Class B Member shall be entitled to appoint the directors.~~ Each member of the Board of Directors shall be entitled to one vote. Directors shall be elected or appointed at the annual meeting of the Association.

4.2 **Election of Directors.** Directors shall be elected or appointed in the following manner:

(a) ~~Commencing with election of the Board to succeed the first Board as designated in the Articles, Developer shall appoint that number, and the identity, of the members of the Board which it shall be entitled to appoint in accordance with the Articles and these Bylaws, and upon such appointment by Developer, by written instrument presented to the meeting at which such election is held, the persons so appointed by Developer shall be deemed and considered for all purposes Directors of the Association and shall thenceforth hold the offices and perform the duties of such Directors until their successors shall have been elected or appointed, as the case may be, and qualified in accordance with the provisions of these Bylaws.~~

Unless otherwise specified in the Articles, a vote for the elections of Directors may be conducted entirely by mail must provide that secret ballots with two (2) sealed preaddressed envelopes are used, and the election is conduct in accordance with written election rules; and, a properly noticed open meeting of the members is held in order to publicly count the ballots, tabulate the votes, and promptly announce the results. Any candidate or other member of the association may witness the counting and tabulation of the votes. No person, including a member of the association or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated. The inspector of elections, or the designee of the inspector of elections, may verify the member's information and signature on the outer

envelope prior to the meeting at which ballots are tabulated. Once a secret ballot is received by the inspector of elections, it shall be irrevocable.

(b) Commencing with the first annual election of Directors after Developer shall have relinquished the right to appoint the Directors, the Members shall elect all Directors by a plurality of the votes cast at the annual meeting of the general membership by the members present at the meeting and member submitted ballots before the polls closed. The ~~Class A~~ Members shall vote in person at a meeting of the Members or by a ballot that the ~~Class A~~ Members personally sign.

(c) Vacancies on the Board may be filled, through the unexpired term thereof, by the remaining Directors ~~except that, should any vacancy on the Board be created in a directorship previously filled by any person appointed by Developer, such vacancy shall be filled by Developer appointing by written instrument delivered to any officer of the Association, the successor Director, who shall fill the vacated directorship for the unexpired term thereof.~~

(d) In the election of Directors, ~~after Developer has relinquished the right to appoint the Directors,~~ there shall be appurtenant to each Lot one (1) vote for each Director to be elected provided, however, that no Member may cast more than one vote for any person nominated as a Director, it being the interest hereof that voting for Directors shall be non-cumulative.

(e) ~~Until such time as the Class A Members are entitled to elect all of the Directors, there shall be three (3) Directors of the Association and each Director shall serve for one year until the next annual meeting or such other time as his successor is elected or appointed.~~ At the first annual meeting at which the ~~Class A~~ Members are entitled to elect all of the members of the Board of Directors, the number of Directors shall be ~~increased to~~ five (5) and three (3) directorships shall be designated as two-year term directors and the other two (2) shall be one-year term directors. At the next succeeding annual meeting, such one-year term directorships shall be, from that point on, designated as two-year term directorships. The intent hereof is to stagger the terms of the directorships so that there shall be two or three directors elected each year for two-year terms.

(f) ~~In the event that Developer selects any person or persons to serve on the Board, Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on the Board. Replacement of any person or persons designated by Developer to serve on any Board shall be made by written instrument delivered to any officer of the association, which instrument shall specify the name~~

~~or names of the person or persons designated as successor or successors to the persons so removed from the Board. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the association.~~

In the event where, as of the deadline for submitting nominations, the number of qualified candidates is not more than the number of vacancies on the board to be elected (where the election is 'uncontested'), as determined by the inspector(s) of elections, the association may, but is not required to, consider the qualified candidates elected by acclamation provided that:

- i. The association must have held a regular election for the directors in the last three years. The three-year time period is calculated from the date ballots were due in the last full election to the start of voting for the proposed election,
- ii. The association must have provided individual notice of the election and the procedure for nominating candidates to all members at least thirty (30) days before the close of nominations that included the statement that if, at the close of the time period for making nominations, there are the same number or fewer qualified candidates as there are board positions to be filled, then the membership at the properly noticed open meeting, after voting to do so, seat the qualified candidates by acclamation without balloting.

4.3 **Organizational Board Meeting.** The organizational meeting of a newly elected or designated Board shall be held within fifteen (15) days of their election or designation, at such time and place as shall be fixed at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided, that a quorum shall be present.

4.4 **Regular Board Meeting.** Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or **telegram email**, at least seven (7) days prior to the day named for such meeting, unless notice is waived. Further, notice of regular meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance. Meetings of the Board of Directors shall be open to all Members. Notice of any meetings where assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.5 **Special Meetings.** Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third of the Directors. Except in an emergency, not less than three (3) days notice of a special meeting shall be given to each Director, personally or by mail, telephone or **telegram email**, which notice shall state the time, place and purpose of the meeting. Further, except in an emergency, such notice shall be posted as specified in Section 4.4 hereof. Notice of any meeting where assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.6 **Board Minutes.** Minutes of all meetings of the Board shall be kept in a businesslike manner and available for inspection by Members and Directors during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven (7) years.

4.7 **Waiver of Notice.** Any Director may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.8 **Quorum.** A quorum, at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles or these Bylaws. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of attendance may be required as set forth in the Articles or these Bylaws, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.9 **Action Without a Meeting.** To the extent, now or from time to time hereinafter permitted by the laws of Florida, the Board may take any action which they might take at a meeting of the Board without a meeting; provided, that a record of all such actions so taken, signed by each Director, shall be filed and retained in the minute book of the Association, **and any such actions so taken without a meeting the nature of the action so taken shall be reported at the next meeting of the Board.**

4.10 **Removal.** Directors may be removed from office with or without cause by the vote or written agreement of **a majority forty (40) percent** of all Members, ~~provided, however, that only Developer can remove a member of the Board who was appointed by Developer.~~

4.11 **Presiding Officer.** The presiding officer of meetings of the Board shall be ~~the Chairman of the Board, if such officer has been elected, or, if not,~~ the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

4.12 **Powers and Duties.** All of the powers and duties of the Association shall be exercised by the Board, including those existing under the laws of Florida, the Articles and these Bylaws. Subject to any limitations imposed by FHM, FNMA and VA guidelines, such powers and duties shall be exercised in accordance with the Articles and these Bylaws, and shall include, without limitation, the right, power and authority to:

(a) Make and establish reasonable rules and regulations governing the use of the Property or the Common Areas, as such terms will be defined herein and in the Declaration.

(b) Adopt, for, and in advance of, each fiscal year, a budget necessary to carry out the purposes of the Association as set out herein.

(c) Levy and collect assessments against Members of the Association to defray the expenses of the Association, including the right to enforce any lien right granted the Association to secure the payment of said assessments.

(d) Own, operate, lease, sell, manage, encumber, convey, subject to easements and otherwise deal with such real and personal property as may be necessary or convenient for the administration of the Common Areas.

(e) To own, manage, administer and operate such property as may be conveyed to it by the Developer, its successors or assigns, for the mutual benefit and use of all Members.

(f) Enforce the provisions of these Articles of Incorporation, the Bylaws, the Declaration and all covenants, restrictions, rules and regulations governing use of the Property, or a portion thereof and the Common Areas which may now or hereafter be established.

(g) **Commencing upon the Developer relinquishing the right to appoint members to the Architectural Review Committees, and the same is vested in the Association, the Board is**

charged with the duties and responsibilities of the Modifications Committee ("MC") as provided in the Declaration, and there upon the Board shall create an Architectural Review Committee ("ARC") to approve all modifications and improvements upon a Lot. The Architectural Review Committee shall consist of a single person or a committee of persons selected by the Board whom serve at the pleasure of the Board and may be replaced at any time.

5. **OFFICERS.**

5.1 **Generally.** The President and the Vice-President shall be elected from the membership of the Board of Directors, but no other officer needs to be a Director. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may, from time to time, elect such other officers, and designate their powers and duties, as the Board may deem necessary to properly manage the affairs of the Association. Officers may be removed from office with or without cause by the vote or written agreement of a majority of by the Board.

5.2 **President.** The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, including, but not limited to, the power to appoint committees from among the Members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall have such additional powers as the Board may designate.

5.3 **Vice-President.** The Vice President shall, in the absence or disability of the president, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

5.4 **Secretary.** The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the affairs of the Association. He shall have such additional powers as the Board may designate.

5.5 **Treasurer.** The Treasurer shall have custody of all of the property of the Association including funds, securities and evidences of indebtedness. He shall keep the assessment roll and

accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer.

5.6 **Compensation.** No compensation shall be paid to any officer of the Association except with the approval of a majority of the membership, reflected by a vote taken at a duly constituted membership meeting. ~~No officer who is appointed by the Developer shall receive any compensation for his services as an officer.~~ Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any **member, or** director ~~or officer~~ as an employee of the Association at such compensation as the Board shall determine, ~~nor shall anything herein be construed so as to preclude the Board from contracting with a director or officer or with any corporation in which a director or officer of the Association may be stockholder, officer, director or employee, to carry out the Association's duties and responsibilities for such compensation as shall be mutually agreed between the Board and such officer, director or corporation, for it is expressly contemplated that the first Board of Directors may enter into such contracts with persons who are initial officers or directors of the Association, or with corporations having officers, directors or employees who are also members of the first Board of Directors of the Association.~~

6. Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Articles of Incorporation, or these By-Laws.

7. These Bylaws may be altered or amended by the vote or written consent of a majority of the Members of the Board of Directors.

8. **Gender Neutrality.** The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

The foregoing were adopted as the Bylaws of THE MEADOWS AT SAINT JOHNS OWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the state of Florida, at the first meeting of the Board of Directors on the ____ day of _____

Secretary

APPROVED:

President

CURRENT CC&R – OCT 2001

Article III
OWNERSHIP AND MEMBERSHIP

Section 3.1 **Lot Ownership.** A Lot may be owned by one or more natural persons or an entity other than a natural person.

PROPOSED CHANGE – May 2022

- All additions have been identified by being underlined,
- All deletions have been identified by being ~~struck through~~
- All unaffected language is indicated by being highlighted

Article III
OWNERSHIP AND MEMBERSHIP

Section 3.1 **Lot Ownership.** A Lot may be owned by one or more natural persons or an entity other than a natural person. No natural person(s), entity other than a natural person, or its affiliated persons and entities (meaning such entities that are owned, controlled, and/or operated, by the same person(s), subsidiaries, parent companies, and other affiliates), may own more than three (3) Lots within the Property.

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.

PROPOSED CHANGE – May 2022

- 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; Rental. Each Lot shall be used for the purpose of constructing a single family residence thereon and for no other purpose. For purposes of this paragraph "family" shall mean group of persons who are connected by blood or by affinity or through law within three generations; or a group of persons living together and having a shared commitment to a domestic relationship; or a group of persons, consisting of a child and a parent, legal custodian, or adult relative, in which (a) the persons reside in the same house or living unit or (b) The parent, legal custodian, or adult relative has a legal responsibility by blood, marriage, or court order to support or care for the child: or spouses. former spouses, non-cohabitating partners, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who have a child in common regardless of whether they have been married or have resided together at any time. Dwellings may **NOT** be occupied by more than two (2) persons per bedroom. **No building or structure shall be rented or leased separately from the rental or lease of the entire Lot.** No Lot shall be rented for less than six (6) months, nor more than three (3) times per year. No Lot shall be used as a hospital, tenement house, bed and breakfast, for transient lodging, short-term rental, vacation rentals, sanitarium, charitable institution, wedding venue, catering establishment, or

for any business, commercial (which shall include the business and/or commercial practice of vacation rentals or short-term transient lodging, or manufacturing purposes nor as a dance hall or other place of public assemblage. There is an absolute prohibition against advertising on any vacation rental website. Any such violation will also be deemed a nuisance. No more than twenty percent (20%) of the Lots within the Association may be leased at any given time to a Tenant or Third Party. Any Owner engaged in leasing activities as of the date of this Amendment shall be allowed to continue leasing activities until said Lot is sold or conveyed to a Third Party, however, they will be included and counted toward the 20% rule. Any Owner engaged in leasing activity must, upon the sale or conveyance of said Lot, notify any potential buyer or person taking title that no more than twenty percent (20%) of the Lots of the Association may be leased at any given time to a Third Party. For the purpose of this provision, "Third Party" shall be defined as any person who is not an Owner as that term is defined in the Declaration. Additionally, any Owner wishing to lease their Lot must submit to the Association a security deposit in an amount to be determined by the Board of Directors (the "Security Deposit"). The Security Deposit shall be debited should any Tenant/Third Party of the Owner or the Owner fail to abide by the provisions of this Declaration. These rental restriction provisions take precedence over any inconsistent language in the Articles, Bylaws or Rules of the Association. These restrictions have been established to maintain the safety of the community and for each members use and enjoyment of their respective properties/lots. 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.

**Article VIII
Use of Property**

Section 8.xx Restrictions on Leasing

(a) Except as specifically provided in this Section 8.xx, each Owner shall occupy and use the single family residence on his/her Lot as a private single-family dwelling ("Dwelling"). Rental or leasing of the Dwellings is prohibited, except as otherwise specifically provided in this Section. For purposes of this Section, rentals or leasing to a member of the Owner's immediate family members, including children, grandchildren, siblings or parents 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 Dwellings contained in paragraph (b) of this Section.

(b) The maximum number of Dwellings that may be leased at any given time shall be one-hundred (100) Dwellings, and no more than one-hundred (100) Dwellings shall be rented or leased at any time. In order to ensure that the maximum allowed number of leased Dwellings is not exceeded, each Owner desiring to lease his/her Dwelling must notify the Board or its authorized agent, in writing, of such desire prior to leasing such Dwelling. The Board shall inform such Owner whether or not his/her desired leasing would exceed the maximum allowed number of leased Dwellings.

(c) Any Owner engaged in leasing activities of the Dwelling as of the date of this Amendment shall be allowed to continuing leasing activities of the Dwelling until said Lot is sold or conveyed to a Third Party, however the Dwelling will be considered a rental for purposes of the cap limitations on renting of Dwellings contained in paragraph (b) of this Section. For the purpose of this section, "Third Party" shall be defined as any person who is not a member of the Owner's immediate family members, including children, grandchildren, siblings or parents.

Discuss Idea Concepts for HOA Rental Limitations – March 9, 2023

(d) 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 Dwelling for a period in excess of four (4) months and based on said hardship desires to lease said Dwelling, 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 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 may lease his/her Dwelling is twenty-four (24) months.

(e) In the event that an Owner seeks to lease a portion of the Dwelling to an single individual while the owner occupies a portion of the Dwelling during the term of the lease, and the portion of Dwelling leased is for a term of not less than six (6) month, shall not be considered a rental for purposes of the cap limitations on renting of Dwellings contained in paragraph (b) of this Section.

(f) 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 Dwelling.

(g) All Owners leasing their Dwellings shall deliver a copy of the signed lease to the Board, or if the lease is oral, a memorandum of lease, no later than the date of occupancy or ten (10) days after the lease is signed, whichever comes first. Any Owner leasing his/her Dwelling shall not lease less than the entire Dwelling on his/her Lot, shall not lease his/her Dwelling for transient or hotel purposes, shall not lease his/her Dwelling for term of less than six (6) months, shall not lease his/her Dwelling more than three (3) times per twelve (12) months, and shall not lease his/her Dwelling for other than housing or residential purposes.

Discuss Idea Concepts for HOA Rental Limitations – March 9, 2023

(h) In the event that an Owner fails to comply with any leasing requirements set forth in the Declaration, By-Laws, or rules and regulations of the Association, the Association may pursue any and all other legal and/or equitable remedies available to the Association against the Owner. Furthermore, all provisions of the Declaration, By-Laws and rules and regulations of the Association shall be applicable to any person leasing a Dwelling and shall be deemed to be incorporated in any lease executed or renewed. The Board may proceed directly against a tenant, at law or in equity for any other breach by tenant of any of the provisions of the Declaration, By-Laws or rules and regulations of the Association.

(i) The Board may also from time to time adopt rules and regulations pertaining to the leasing of Dwellings, including policies and procedures to further the goals and objectives of this Section.