

## SPECIAL MEETING FOR INNERARITY ISLAND ASSOCIATION

### Re: Second Attempt to Pass Proposed Amendments to the Declaration of Covenants and Restrictions

Dear Owners,

Due to high demand by residents, the board will again be holding a new vote on three proposed amendments to the Declaration of Covenants and Restrictions. If you voted in December, thank you. Please know your participation is very important again!

Enclosed, please find a proxy form and paid return envelope. You may **vote by proxy through May 15<sup>th</sup>** OR you may vote in **person on Tuesday, April 30<sup>th</sup> at 6pm** at a special meeting for this purpose at the Perdido Bay United Methodist Church.

While an overwhelming majority voted in favor of these three amendments, there was not enough participation to meet the voting requirements of our by-laws. A two-thirds majority of all owners, even those not yet residing within the Association (vacant lots), must vote in favor of the proposals for them to pass.

If you will not be able to attend the meeting to vote in person, please complete the proxy form and return it in the paid return envelope, or give it to a board member or deposit it at the drop box at the front entrance **by May 15<sup>th</sup>**.

### The Amendments

1

**Allow Detached Structures** -The amendment would allow detached structures such as sheds and other buildings considered accessories to dwellings to be built on any lot with Architectural Control Committee (ACC) approval. This will allow residents to install an unattached structure on their property providing it is approved by the ACC to ensure the attractive appearance of the neighborhood.

2

**Collect a Refundable Impact Fee for New Construction** - This amendment would allow for a \$1,500 refundable impact fee to be collected from an owner prior to beginning new construction to cover the Association's costs of road damages, drainage problems, and other issues that may arise during construction. The fee would be refunded to the owner if no damage is incurred.

3

**Limit Short Term Rentals** - The amendment would limit **BUT NOT** eliminate the ability to rent out your property. You would be able to rent your property out for long term leases of 6 months or more OR choose to rent your property out 3 times a year for the length of time you choose. HOAs in Florida can't eliminate short term rentals with a two-thirds membership vote because Florida statute requires that an HOA wanting to limit rentals must at least give homeowners the provided options. This gives owners flexibility in leasing their property while still protecting the neighborhood from constant short term vacation rentals.

**Please Note:** The language requiring the HOA be a third party on all leases has been **REMOVED** from the proposed amendment. We have heard your feedback and concerns, thanks!

Thank you for your participation,

**LIMITED PROXY**

The undersigned owners, \_\_\_\_\_ or their voting  
( Your Name(s) )

representatives, of real property, more particularly described as owners of (Address)

\_\_\_\_\_, in Innerarity Island Homeowner’s  
( Your Property Address )

Association, hereby constitute and appoint:

The Association Secretary to register my vote as recorded below,

**OR** A Designated Member \_\_\_\_\_  
(Member/Resident who will vote at the meeting for you)

as nominee, and proxy with powers of substitution for and in the name and place of the undersigned, to appear, represent, and cast votes only as I/we specifically instruct in reference to the following matters to come before the meeting of the **Innerarity Island Homeowners Association** to be held on **Tuesday, April 30th at 6pm at the Perdido Bay United Methodist Church located at 13660 Innerarity Point Rd, Pensacola, FL 32507.**

**Proxy votes may be returned no later than May 15, 2024.**

**Question 1: ALLOW DETACHED STRUCTURES WITH ARCHITECTURAL CONTROL APPROVAL**

**Should the identified provision of Article II, Section 17 of the Declaration of Covenants, Conditions and Restrictions of Innerarity Island be amended as follows?**

***“Substantial rewording. See governing documents for current text.”***

17. Accessory Structures and Other Improvements. No buildings except a residential dwelling and such buildings that are usually accessory structures thereto, including but not limited to, sheds, garages, cottages, and workshops, shall be constructed, placed, or permitted to remain on any lot. Any accessory structure to a residential dwelling must be approved by the Association in conformance with Article II.2. prior to commencing construction, must conform with the aesthetics of the main residential dwelling, and must comply with all applicable federal, state, and local permits, laws, regulations, and ordinances. No accessory structure to a residential dwelling may exceed one-story and 168 square feet in size. An accessory structure to a residential dwelling may be supported by a concrete base or anchored in a manner to ensure structural integrity. Other improvements, including, but not limited to, swimming pools, fences, mailboxes, boathouses and driveways, must be approved by the Association prior to commencing construction as compatible to the natural surroundings, in conformance with the general aesthetic appearance of the buildings and landscaping on the parcel and surrounding parcels, and must comply with all applicable federal, state, and local permits, laws, regulations, and ordinances.

\_\_\_\_\_ Yes      \_\_\_\_\_ No

**Question 2: COLLECT REFUNDABLE IMPACT FEE FOR NEW CONSTRUCTION**

**Should the identified provision of Article II, Section 21 of the Declaration of Covenants, Conditions and Restrictions of Innerarity Island be added and amended as follows?**

***“Substantial rewording. See governing documents for current text.”***

21. Architectural Control Committee; Construction Deposits. All architectural decisions or approvals of the Association shall be made by an architectural control committee (“ACC”) of up to three members appointed by and serving at the pleasure of the Board. The ACC is hereby authorized to adopt, modify and publish architectural guidelines and standards (“Architectural Guidelines”) consistent with this Declaration to provide further detail and specificity regarding the location, size, type, or appearance of any structure or other improvement on a parcel and standards for the external appearance of any structure or improvement. The Association is authorized to collect a deposit (“Construction Deposit”) which is due and payable prior to commencement of construction from any member to pay for expenses that may be incurred as a result of construction on the member’s parcel. These expenses may include or relate to, but are not limited to, any physical damage, reasonably perceived community impact or governmental demand or action involving the private roads, trees, drainage system, stormwater runoff, environmental impact or any other reasonable expenditure made by the Association due to the impact of the project as determined by the ACC in its discretion for the protection of the community. These funds must be maintained separately, administered according to Florida Statute 720.303(8)(d) (as amended from time to time) and may not be commingled with any other Association funds. The Construction Deposit shall be \$1500.00 for “major construction”. Major construction shall be defined as any construction whatsoever upon an unimproved parcel and any substantial remodeling or alterations on an improved parcel as determined by the ACC. The ACC may also impose a lesser amount for other construction deemed minor in nature if warranted by the circumstances.

\_\_\_\_\_ Yes      \_\_\_\_\_ No

**Question 3: LIMIT SHORT TERM RENTALS**

**Should the identified provision of Article II, Section 22 of the Declaration of Covenants, Conditions and Restrictions of Innerarity Island be added and amended as follows?**

***“Substantial rewording. See governing documents for current text.”***

22. Restrictions on Rentals. The following rental restrictions are hereby imposed upon the rental of any parcel or lot as such terms may be used interchangeably. These rental restrictions shall apply to rental agreements or arrangements of any kind:

- a. The rental of a parcel for more than three times in a calendar year shall be strictly prohibited;
- b. The rental of a parcel for a term of less than 6 months shall be strictly prohibited;

- c. No parcel shall be rented except in its entirety (i.e., the rental of only a portion including, but not limited to, individual rooms, pool, yard, garage, or accessory structures to the residential dwelling is strictly prohibited);
- d. All rental agreements or arrangements of any kind must be in writing and shall be provided to the Association upon request to confirm compliance with this section.
- e. The owner of a parcel must provide contact information (including name, e-mail address, and telephone number) for the owner of the lot, the rental agent (if applicable), and the tenant to the Association;
- f. Owners of parcels may not allow tenants to sublet such owner's parcel to any other party; and
- g. Each member, tenant, tenant's family, guests, occupants, and other invitees is governed by, and must comply with the provisions of Chapter 720 of the Florida Statutes, this Declaration, other governing documents of the community, and the rules of the Association which are expressly incorporated into any lease or rental agreement, and any violation of the governing documents of Innerarity Island shall be a default under the terms of any lease, rental agreement or arrangement.

In addition to any other remedies to which it may be entitled under the governing documents, Chapter 720, or otherwise, the Association has the authority to levy reasonable fines for any violation of the Declaration, the Association Bylaws, or reasonable rules of the Association in accordance with Florida Statute 720.305 (as amended from time to time) against any member or any member's tenant, guest, or invitee for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply. Notwithstanding, the following shall also apply specifically for any violation of this Section 21: A fine may not exceed \$1,000 per violation against any member or any member's tenant, guest, or invitee for the failure of the member or its occupant, licensee, or invitee to comply with this Section 21. A fine may be levied by the Board for each day of a continuing violation of this Section 21, with a single notice and opportunity for hearing, with an aggregate cap amount of \$10,000. Any new rental attempts to a different tenant or non-continuous in nature shall be treated as new, and not continuing, violations. Any fine of \$1,000 or more for any violation of this Section 21 shall become a lien against a parcel by the recording of a claim of lien against the lot in Escambia County and may be foreclosed in the same manner as the foreclosure of assessments. In any action to recover a fine (including, but not limited to, lien foreclosure), the prevailing party is entitled to recover reasonable attorney fees and costs.

\_\_\_\_\_ Yes      \_\_\_\_\_ No

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature(s) of owner(s) or designated voter)

**Please Return Proxy at the Front Gate Drop Box  
or mail to 908 Gardengate Circle, Pensacola, FL 32504**