

# INNERARITY ISLAND HOMEOWNER'S ASSOCIATION

## Notice of the 2023 ANNUAL OWNERS & Covenant Restrictions Amendment Vote

Monday, December 11, 2023  
Perdido Bay United Methodist Church  
13660 Innerarity Point Rd. at 6:00 p.m.

- A. Call meeting to Order
- B. Welcome Introductions
- C. Proof of Notice, Certify Proxies, Calling of Roll, Quorum Establishment
- D. Approval of the 2022 Annual meeting minutes
  
- E. Presentation of the Proposed Amendment to the Covenants & Restrictions  
Discussion and vote for,  
Amendments Presented:
  - 1) Allow detached structures.
  - 2) Collect refundable impact fee for new construction.
  - 3) Limit Short Term Rentals.
  - 4) Change Fiscal Year, Jan.-Dec.
  
- F. 2024 Projects Presentation and Vote
  - Park Playground \$1,500 – Budget line item 34
  - Park Dock Addition \$18,000 – Budget line item 35
  - Beach Walk-Over \$4,500 - Budget line item 36
  
- G. Committee Reports:
  - a. Gate
  - b. Seascape, Conservation Update
  - c. Drainage and Greenways
  - d. Emergency Plan
  - e. Roads
  - f. Island Beautification
  - g. Community Park
  - h. Architectural Control Committee
  
- H. 2023 Financial Report
- I. Presentation of Proposed 2024 Budget,  
Approval of 2024 Budget
  
- J. Election of / Acceptance of Nominations for 2024 Board of Directors  
Documents allow for at least 3, up to 9 board members.
  
- K. General Discussion (open forum)
- L. Adjournment

Immediately following the Annual Meeting, a brief Board of Directors Meeting will be held for organizational purposes, election of 2024 Officers.

Dear Owners,

Attached is a proxy form for a vote that will take place at the Annual Meeting on **Monday, December 11<sup>th</sup> at 6pm** at the Perdido Bay United Methodist Church.

Owners will be voting on four proposed amendments to the Declaration of Covenants and Restrictions and the By-Laws. **Your participation is very important.** 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 to the proxy box at the front gate or mail it to Etheridge Property Management whose address is on the form.

The following briefly explains the proposed amendments:

1

**Allow Detached Structures** -The proposed 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.

***Why the Amendment is Needed** - Currently these structures are prohibited by the governing documents. This amendment allows owners to build detached structures as long as they are pre-approved by the ACC prior to commencement to ensure the structure does not detract from the overall appearance of the community.*

2

**Collect Refundable Impact Fee for New Construction** - This proposed amendment would allow for a refundable \$1,500 impact fee to be assessed prior to beginning new construction to cover the Association's costs of road damages, drainage problems, and other issues if they arise during construction.

***Why the Amendment is Needed** - Often, new construction projects unintentionally result in damages that the Association must repair at its own expense. Collecting a refundable impact fee when new construction begins will help cover costs to the Association should problems arise.*

3

**Limit Short Term Rentals** - The proposed amendment would limit short-term rentals to three times a year OR to no less than six months, along with other administrative requirements. It would also allow the association to leverage fines for violations.

***Why the Amendment is Needed** - The Association has been faced with the challenges of homes being used as short-term vacation rentals. This amendment would still give owners flexibility in renting out their homes while continuing to protect the secure residential nature of our neighborhood.*

4

**Change Fiscal Year** – The proposed amendment to the By-Laws would change the fiscal year of the Association from November 1<sup>st</sup> to October 31<sup>st</sup> to a regular calendar year of January 1<sup>st</sup> to December 31<sup>st</sup>.

***Why the Amendment is Needed** – The change would allow for more efficient accounting and budgeting.*

Thank you for your valuable 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 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 **Monday December 11th, 2023 at 6pm at the Perdido Bay United Methodist Church located at 13660 Innerarity Point Rd, Pensacola, FL 32507.**

The proxy holder named above has the authority to vote and act for me to the same extent that would if personally present, with power of substitution, except that my proxy holder's authority is limited as indicated below:

**GENERAL POWERS** (You may choose to grant general powers, limited powers or both. Check "General Powers" if you want your proxyholder to vote on other issues which might come up at the meeting and for which a limited proxy is not required).

\_\_\_\_\_ I authorize and instruct my proxy to use his or her best judgment on all other matters which properly come before the meeting and for which a general power may be used.

**LIMITED POWERS** (FOR YOUR VOTE TO BE COUNTED ON THE FOLLOWING ISSUES, YOU MUST INDICATE YOUR PREFERENCE IN THE VOTING BLANKS PROVIDED BELOW). I SPECIFICALLY AUTHORIZE AND INSTRUCT MY PROXYHOLDER TO CAST MY VOTE IN REFERENCE TO THE FOLLOWING MATTERS AS INDICATED BELOW:

**Question #1:** 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: 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: 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.

The Association shall be deemed a third-party beneficiary of all leases, rental agreements or arrangements of parcels, and the owner of each parcel hereby delegates and assigns to the Association, acting through the Board of Directors, the power and authority but not the obligation of enforcement against the tenant for breaches resulting from the violation of any governing documents of Innerarity Island, including the power and authority to evict the tenant as attorney in fact on behalf and for the benefit of such owner. In the event the Association proceeds to evict the tenant, any costs, including attorneys' fees, court costs and other legal fees, associated with the eviction shall be an assessment and lien against the parcel. Notwithstanding the foregoing, the Association's failure to object to any term or condition of a rental agreement or arrangement shall not be deemed to be consent or approval of any term or condition of the rental agreement or arrangement, nor shall the Association have any obligation whatsoever for the performance of any obligation of an owner or tenant contained in the rental agreement or arrangement or otherwise.

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



**Innerarity Island Homeowners Association, Inc.**  
**GENERAL PROXY FORM**

The undersigned owners, \_\_\_\_\_ or their voting  
( Your Name(s) )  
representatives, of real property, more particularly described as owners of (Address) \_\_\_\_\_,  
( Your Address )  
in Innerarity Island Homeowner's 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 **Monday December 11th, 2023 at 6pm at the Perdido Bay United Methodist Church located at 13660 Innerarity Point Rd, Pensacola, FL 32507.**

**GENERAL POWERS**

- I hereby authorize and instruct my proxy to use his or her best judgment on all matters which properly come before the meeting. And for which a general power may be used as may be authorized by Section 617.0721, of the Florida Statutes.

**Please Mark Your Vote on the 2024 Proposed Project Budget Items:**

<b>Park Playground \$1,500</b> - Budget Line Item 34	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Park Dock Addition \$18,000</b> - Budget Line Item 35	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Beach Walk-Over \$4,500</b> - Budget Line Item 36	Yes <input type="checkbox"/>	No <input type="checkbox"/>

**The 2024 Budget Proposal is Enclosed**

The undersigned ratify and confirm any and all acts and things that the proxy may do or cause to be done in the premises. Whether at the meeting referred to above or at any change, adjournment, or continuation of it, and revoke all prior proxies previously executed.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**SUBSTITUTION OF PROXY**

(Only to be completed if the named proxyholder is unable to attend the meeting)

The undersigned, appointed as proxy above, does hereby designate \_\_\_\_\_  
to substitute for me in the proxy set forth above.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

(In no event shall this proxy be valid for a period longer than 90 days, after the date of the first meeting for which it was given.)

Note, this is the **General Proxy**, there is a separate **Limited Proxy** for the four Covenant and By-Law amendments herein enclosed separately.

**Innerarity Island Assoc., Inc. 2024 Proposed Budget**

Line Number	PROPOSED FY2024 Budget	Notes
<b>RECEIPTS</b>		
1	136,600	Dues & Assessments
2	200	Late Fees
3	75	Interest Income
4	200	Misc. Income
5	8,000	Reimbursements- Russell Bayou reimbursement for portion of IPR
6	2,000	RFID Stickers
7	<b>147,075</b>	<b>Total Receipts</b>
<b>EXPENSES</b>		
9	100	Bank Service Charges
10	4,000	Insurance
11	100	State Registration Tax
12		Income Tax
13	5,000	Seascape (Donation to Conservation FL)
14	400	Welcome/Social Committee
15	1,500	Meeting Expense
16	30,000	Legal Expense "Seascape" transfer to IIA
17	50	Preparation of Tax Return
18		Miscellaneous Expense
19	3,000	Postage/Office
20	500	Website Hosting Fees
21	12,000	Management Fees
22	500	Island Social Events
23	30,000	Right of Way/Greenway Mowing
24	15,000	Greenway Maintenance
25	10,000	General/Road Maintenance
26	1,000	Gate- Landscaping
27	2,000	Gate - RFID Stickers
28	500	Gate - Camera System
29	700	Gate - Telephone (DKS)
30	2,000	Gate - Repairs & Maintenance
31	1,300	Gate - Internet (Cox)
32	1,600	Gate & Park- Electrical (FPL)
33	1,500	Gate & Park - Water (ECUA)
<b>PROJECTS</b>		
34	1,500	Park Playground
35	18,000	Park Dock Addition
36	4,500	Beach Walk-over
37	<b>146,750</b>	<b>Total Operating Disbursements</b>
38	<b>325</b>	<b>Net Operating Income (Loss)</b>

VOTE EACH			
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>



**Annual Dues Revenue:**

Number of Improved Lots	245
<b>Dues per Improved Lot</b>	<b>\$430</b>

Number of Undeveloped Lots	125
<b>Dues per Undeveloped Lot</b>	<b>\$250</b>

<b>TOTAL DUES (to Line 1)</b>	<b>\$136,600</b>
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Line 5 - Russell Bayou pays 21.6% of costs for entry gate (including repairs, maintenance, and insurance) and shared portion of IPR.

**NOTE:** Estimate for repaving Innerarity Point Rd. from Main Gate to North Shore Rd. & 2 Innerarity Circle turn-arounds **\$ 204,000**

**Cash Balances: as of 9/30/2023**

Operating Account	74,787
Reserve Account - General	38,548
Reserve Acct.-Roads	172,688
<b>TOTAL CASH</b>	<b><u>286,023</u></b>

**INNERARITY ISLAND HOMEOWNER'S ASSOCIATION, INC.**  
**CANDIDACY FORM**  
***2024 BOARD OF DIRECTORS***

If you would like to submit your name to be a candidate for the  
Innerarity Island 2024 Board of Directors  
please complete and return this form.

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

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

II Property Address: \_\_\_\_\_  
(if different than mailing address)

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Personal information you want to submit indicating factors that would be relevant  
to your candidacy: (NOT REQUIRED)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Would you like to volunteer for a Committee?

Volunteer: \_\_\_\_\_

**Deadline for candidate submission is Dec. 5<sup>th</sup>, form must be to the EPM office  
by 12/5/2023**

**Send this form by email to [ckelley@epmfl.net](mailto:ckelley@epmfl.net)**

**Or mail to: Etheridge Property Management**

**908 Gardengate Circle**

**Pensacola, FL 32504**