

CALABAY PARC AT TOWER LAKE HOMEOWNERS ASSOCIATION, INC.

MEETING MINUTES

BOARD MEETING

April 15, 2021

4:00PM

Calabay Parc at Tower Lake
539 Pineloch Dr (Clubhouse)

And Via Teleconference

Via Teleconference

Join Via Phone or Online Instructions

- I. Call to order at 4:03 PM by President Josh Vaillancourt
- II. Verification of Quorum: all 5 Board members present either in person or online, Jennifer Conklin from Highland community Management (HCM) in attendance.
- III. Ratify approval of Minutes from previous Board Meeting and Reminder of Meeting Code of Conduct: Josh moves to ratify approval of meeting minutes, Colin 2nds the motion; motion passes with unanimous Board approval.
 - Homeowner concern on possible safety issues at meeting after verbal altercation at previous meeting. The Board would like to let owners know that all meeting are recorded and cameras are used in the clubhouse to record all activity. The Board will also call for police involvement if the situation calls for the need.
- IV. Purpose of Meeting
 1. Review of Pressure Washing Quotes and Clubhouse Roof
 - Discussion on pressure washing quotes for common areas of the community
 - Colin moves to table the quotes for the sidewalks for 3 weeks in order for the Board volunteers to look to complete this project at no cost, Josh 2nds the motion; motion passes with unanimous Board approval. HCM will send previous scope of work to Board to note all common area sidewalks.
 - Bill motions to accept the quote for pressure washing the back community wall from Buddy's, Leo 2nds the motion; motion passes with unanimous Board approval. Board noted cost will be taken from Misc. Repairs and maintenance from Budget line item.
 - Discussion on Clubhouse Roof Replacement; it was noted by HCM that the insurance claims submitted for the replacement were denied due to improper maintenance of current roof.
 - Josh moves to approve the asphalt shingle (Certainteed Landmark) from Franza with color to be approved at a later date (beige color will be used), Leo 2nds the motion; motion passes with unanimous Board approval.
 - Board notes that cost will be taken from Reserves for this expenditure.
 2. Review of Re-Opening Clubhouse with deep cleaning and new cleaning charges with rental.
 - Floor was given to Board Member Leo Pacheco to discuss the new Bill passed by state of Florida which limits liability of COVID-19 for HOAs. It was noted that as long as the HOA attempts all reasonable requirements to notify and stop the contracting of COVID from public

areas, the HOA cannot be held in legal litigation.

- Review of quotes for a one-time sanitizing clean of clubhouse prior to opening for rentals. Bill moves to continue services with current cleaning vendor, Clint Young, and approve the one-time deep cleaning quote of \$500, Colin 2nds the motion; motion passes with unanimous Board approval.
- HCM presents Board requested COVID waiver and updated Clubhouse Rental Application and Rules. Update will require waiver to be signed and returned by all owners in order to use the clubhouse, waiver to be included with Rental Agreement to also be signed with rental application and an increase in cleaning fees which will now be mandatory at \$150.
- Leo requests to add additional verbiage to waiver to state owners are encouraged to bring their own disinfecting cleaning supplies for fitness equipment which restrictions on type of supplies (no harsh chemicals like undiluted bleach), HCM will add to waiver.
- Bill motions to approve waiver with additional verbiage to be sent to all owners and keys to be turned off and re-set once waiver has been returned, Josh 2nds the motion; motion passes with unanimous Board approval. HCM will email and mail to owners with no email.
- Bill motions to approve new rental agreement update, Josh 2nds the motion; motion passes with unanimous Board approval. HCM will add to website and send email with new application and date of rental opening once date of cleaning is given.

3. Review of Security Poll

- Board Member Colin Barr was given the floor to discuss the new results of the Security Poll in which we received over 80 responses.
- Review of the poll results have given the Board the following items to be priority for the community in order to get quotes: addition of card reader on pedestrian gate, digital record keeping for security and information of owners and addresses for security to reference, need for a denied community access turn-around to be installed at guard house, security patrols and RFID chip reader to be added to decals for better access.
- The Board and HCM have met with gate vendor to get quotes for some of the items listed above a few hours prior to meeting for the board to review quotes when received.
- Josh discusses that there is a need to adopt new rules/regulations for the community for allowing vehicle access as the current rules are not adequate to give the community the security the HOA is paying for.
- Homeowner stated that they will be happy to work with the Board to create software to help with the digital side for security. Owner approves HCM to give the Board his email contact to work on this.
- Colin suggests we have the gate vendor review the possibility of swapping the exit gate and entrance gate at the guard house to help give more turn-around room when looking to add an arm bar to create a proper turn-around to help save cost. HCM will reach out to vendor to discuss and get quote for this as well.
- Board discuss the need to add a stop sign at Cherokee Ave. and Towerlake Blvd to avoid accidents.
- Josh make a motion to purchase 2 Wyze cameras to be installed at the guard house in order to record security/guest interactions for safety and within turnaround area. Owner notes new sign will need to be added to notify both video and audio recording at guard house, Board agrees and adds to motion. Colin motions to table vote while Board tests camera in order to purchase correct item; motion passes with unanimous Board approval.

4. Review of recent gate damage

- HCM was given the floor to discuss the recent rash of gate damages that have occurred over the Spring Break time. This damages were due to vehicles tail-gaiting other vehicles to gain entry from the resident only gate where a remote is needed or entering through the exit

portion of this gate when a vehicle is trying to exit. This issue has also almost caused a few head-on collisions. HCM presented the option of installing spike strips along the exit portion of the resident gate to help stop this issue which the board had discussed about a year ago. It was noted that signs will be required as well to notify drivers of the spike strips. Costs were given for the purchase of the spike strips if the Board would like to self-install and we are awaiting a quote for both purchase and install from the gate vendor.

- Homeowner also noted the issue with children using the vehicle gate instead of the pedestrian gate in this area and walking in the middle of the street which present a safety concern. The Board will review possible options to help stop this.
- Board tables discussion while awaiting quote to be voted on once they are available.

5. Review of possible Visitor Parking Treatise

- The Board updates community that approval was given by USPS for the moving of mailboxes to be done which has been completed on 4/15/21. Street parking Towing Enforcement will now begin on 5/1/21. HCM will send out email blast and give security handouts to be given to vehicles to remind owners of the parking change. Homeowner questioned about procedure for garbage pick-up with new one-side street parking. The Board will add possible suggestions on garbage can placement for owners who might be affected by the street parking to place either in the driveway or across street.
- The Board requested HCM to draft a supplemental definition to the governing documents within the parking restriction to limit Visitor Vehicles to each home to a maximum of 6 at any one time. Parking treatise was reviewed by the Board.
- Discussion on document and clarification of the difference of visitor vehicle limit does not include homeowner/resident vehicles, only visiting vehicles who do not own and/or live in the community. HCM will add this clarification.
- Discussion on how Security will enforce this policy. Board will review best options for best possible enforcement which the digital format will help.
- Josh moves to approve the new Visitor Vehicle Treatise, Leo 2nds the motion; motion passes with unanimous Board approval. HCM will send out by both email and mail to owners not receiving emails.

6. Review outstanding ARC applications and ratify any outstanding decisions from previous meeting

- Josh moves to ratify decision made on application decisions made prior to meeting at: 347 CA, 239 MC, 315 CA, 130 MC, 833 SC, 846 SC, 308 CA and Lot 45; Colin 2nds motion; motion passes with unanimous Board approval.
- Board reviews outstanding application for Lot 40 – new home build. Board approves applications with stipulations noted on application.

V. Schedule Next Board Meeting: Next Meeting scheduled for June 17, 2021 at 4:00 PM

VI. Adjournment was called at 6:38 PM.

Clubhouse Rental / Reservation Agreement

The upper level of Calabay Parc at Tower Lake Clubhouse is available for private rental by current homeowners of Calabay Parc to be used by their registered tenants or themselves.

Guidelines for Private Reservations:

- If a homeowner is not current on their HOA assessment, or has outstanding Reservation fees due, they are not permitted to request a reservation until paid to current.
- Rental reservations are only applicable to private parties that are not open to the rest of the homeowners and community. Reservations are required if you or guests are planning on decorating or will be bringing in personal items to be used at the clubhouse for an event.
- Any event that is open to the community, does not require rental reservations. Anyone wishing to use the clubhouse must check the community calendar online as to not conflict with prior rental reservations. Please note, charges for cleaning and damages are applicable when in use.
- Reservations can only be made by contacting the management office at admin@hcmanagement.org.
- Reservations are on a first-come, first-serve basis, and requests must be submitted at least 7 days prior to the requested date.
- No reservation or event will extend past 12:00 AM, or begin before 8:00 AM.
- Reservations will be at a rate of \$10.00 per hour, up to a maximum of \$50 per date. All charges for reservations will be charged to the homeowners quarterly statement. **A pre-payment for cleaning services will also be required for all rentals in the amount of \$150.**
- Any additional charges and fees from damages, cleaning, etc. will be communicated to the homeowner within 7 days, and will be charged to the homeowners quarterly statement. A event checklist will also need to be submitted 24 hours after

The below must be completed and signed by the homeowner.

The Calabay Parc at Tower Lake HOA reserves the right to cancel a reservation in the event that the Clubhouse suffers damage or other reasons that cannot be corrected prior to the reservation date scheduled.

Date(s) of Use: _____ Hour(s) of Use: _____

Homeowner Name: _____

Homeowner Address: _____

Property Manager: _____

Responsible Member (if other than homeowner): _____

Homeowner agrees to:

- Assume 100% responsibility for the conduct of all guests attending the event.
- Ensure "Responsible member", whom is over the age of 25, and meets the requirement of "Clubhouse Rules and Regulations sections A.2 or A.3, remains at the Clubhouse for the duration of the rental period until all guests have departed the event.
- Permit no more than fifty (50) guests at the event
- No tape, pins or nails may be used to hang décor on the walls. The use of removable command strips are allowed and must be removed at the end of the event.

- Inform guests of designated parking spots.

For clubhouse reservation, there is a limit of 15 visiting cars permitted.

There is no parking on grass lots, private driveways, or blocking access to the dock.

Please ensure to arrange parking and transportation from external of the community as needed.

Please note that there is no parking along Bates Road, outside of the community.

- Be considerate of neighboring homes at all times.
- Be considerate of anyone utilizing the Gym in the lower area of the clubhouse.
- Use of the facility must end at the indicated time.
- Limit noise/music levels so that they comply with state and local laws and do not disturb residents.
- No smoking, vaping, or e-cigarettes are to be used inside Clubhouse, on the balcony or within 20 feet of any Clubhouse doorway. No illegal substances are allowed within or near the clubhouse facility at any time.
- No firearms are permitted on the premises unless authorized by law
- Abide by the laws of the State of Florida as they relate to the serving and consumption of all alcoholic beverages. The HOA strongly encourages no alcohol at the clubhouse to be consumed.
- Notify the property manager of any problems encountered and any damage to Clubhouse and/or grounds during use.
- In the event that the property is damaged to the extent that it cannot be reserved by another homeowner, there will be a fine of \$50.00 per day assessed to the homeowner until all damages to the Clubhouse and/or grounds are repaired to its original condition. Additionally, the Renting Party will possibly be ineligible for any additional use of the Clubhouse.
- Clean the Clubhouse and surrounding grounds immediately following the event. The Renting Part is responsible for proper cleanup of the facilities and for any damages. The event checklist must be submitted by email to the HOA Management within 24 hours of rental and to include pictures. The Renting Party will be charged the costs of any necessary cleanup and for any and all repairs.
- Agrees by signing below that he/she has been legally notified of the fees, fines and charges under the specified conditions stated within this agreement.
- Agrees by signing below that he/she has read and understands the "Rules and Use for the Clubhouse".

Homeowner: _____ Date: _____

Property Manager: _____ Date: _____

Responsible Member: _____ Date: _____

COVID-19 WAIVER AND RELEASE

Calabay Parc at Towerlake Homeowners Association, Inc. ("Association") adopted the following guidelines and procedures ("General Rules") for the safety and health of participants occupying and/or using the common areas, facilities, and clubhouse (hereinafter collectively referred to as "Amenities"). Each participant must sign this form and follow the General Rules when using the Amenities. The Association reserves the right to limit the number of participants who use the Amenities at any point in time. These General Rules are subject to change without notice. The Association reserves the right to terminate privileges for any participant who does not follow General Rules.

The waiver below, when signed, is agreed by the homeowner renting the Clubhouse and is valid for the owner and all guests and invitees for the rental period. Signing of this waiver gives acceptance to all persons attending of SB 72 passed by the State of Florida on liability due to COVID-19.

A. General Rules for Use of Common Areas and Facilities

Participants must adhere to the following rules and guidelines when using the Amenities:

- DO NOT enter or use any Amenity if you have a cough, fever, or other symptoms of illness.
- Maintain at least six (6) feet between you and other people who are not part of your immediate household.
- Wear a face covering when you are using the Amenities.
- Thoroughly wash your hands before using the Amenities and wash all object(s) you bring into the Amenity area. Participants are responsible for bringing their own disinfectant and are responsible for their own touch surfaces.
- Wipe down all surface's equipment, objects and furniture you and your guests touch or used in the Amenity areas prior to leaving. Participants are encouraged to bring their own cleaning supplies for equipment provided they are not harsh chemicals to cause burns. No un-diluted bleach and/or ammonia will be allowed for example.
- NO guests are allowed within the fitness equipment area. Only homeowners and their immediate household members may use this area.
- Any food and drinks must be fully removed at the end of rental use along with trash. NO alcohol is allowed at any time.
- Children under the age of sixteen (16) are NOT allowed in the clubhouse facility unless accompanied by an adult 18 years of age or older within the same household.
- Children under the age of twelve (12) must be supervised in the restroom by an adult from the same household. Participants are responsible for leaving the restrooms in clean condition after use.

B. COVID-19 Inherent Dangers

I acknowledge the contagious nature of COVID-19 and that it can be spread directly between participants using the Amenities. I am aware that frequently touched surfaces allow for the transfer of infected respiratory droplets and that COVID-19 can survive on those surfaces. I also understand that there is a risk of contracting COVID-19 by using the Amenities. I understand that the Association does not make any representations or warranties that I will not contract COVID-19 by use of any amenities. I am aware that frequently touched surfaces include, but are not limited to, the following:

- Light switches, keyless entry readers and lockboxes
- Restroom faucets, sinks, soap and paper towel dispensers, toilet flush controls and door
- Door knobs/handles
- Stair railings
- Tables, chairs, chaise loungers and kitchen surfaces and equipment
- Fitness Equipment
- Elevator controls and doors
- Drinking fountains
- Any emergency shut off controls

I understand and acknowledge that in the event of contracting COVID-19 or any other illness or injury, the Association does not owe me a legal duty to take any action on my behalf.

C. Assumption of Risk

I certify that I am physically fit and suffer from no condition, impairment, disease, infirmity, or other illness (including COVID-19) that would endanger others or prevent me from using the Amenities. I hereby assume all risk of loss, danger, property damage or injury (including death) to myself, my children and guests from COVID-19 infection or other illnesses or injuries arising from the use of the Amenities, and I hereby agree that I am solely responsible for any resulting illness or personal injury, including death, to myself, my children or any guests who accompany me, as a result of using the Amenities.

D. Waiver, Release and Indemnification

In consideration of being able to use the Amenities during this time of the threat of COVID-19, I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, discharge and covenant not to sue the Association, its directors, officers, employees, managing agents, volunteers and contractors (collectively referred to as "Released Parties") from any and all claims or liabilities, including but not limited to, illness, personal injury (including death), and property loss, which may result from my use of the Amenities or arising from the negligence or fault of the Released Parties. I further save and hold harmless and indemnify the Released Parties from any and all claims, actions, suits, damages and liabilities, including attorney's fees, made as a result of my use of the Amenities, whether caused by the negligence of the Released Parties or otherwise and to reimburse the Released Parties for any such expenses incurred by them from my use of the Amenities.

PARENT/GUARDIAN WAIVER FOR MINORS (Under the age of 18):

The undersigned parent(s) or legal guardian(s) do hereby represent that he/she has consented to his/her child's use of the Amenities, and has agreed on behalf of the child, to the terms of this waiver and release of liability and to save and hold harmless and indemnify the Released Parties from any and all claims, actions, suits, damages and liabilities, including attorney's fees, made as a result of my use of the Amenities, whether caused by the negligence of the Released Parties or otherwise and to reimburse the Released Parties for any such expenses incurred by them from the child's use of the Amenities.

COVID-19 WAIVER AND RELEASE

I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS TERMS. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY CHILDREN OR GUESTS OR SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST THE ASSOCIATION, ITS DIRECTORS, MANAGING AGENTS OR COMMUNITY VENDORS FOR ANY INJURY OR DEATH SUSTAINED. I HAVE SIGNED THIS FREELY AND VOLUNTARILY.

(I expressly agree that the foregoing waiver and release of liability, indemnity agreement and assumption of risk is intended to be as broad and inclusive as is permitted by the law of the State of Florida (SB 72) and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.)

MUST BE SIGNED BY ALL HEAD OF HOUSEHOLDS AND PARTICIPANTS 18 YEARS OF AGE OR OLDER:

PARTICIPANT 1 SIGNATURE: _____ PARTICIPANT 2 SIGNATURE: _____

PRINTED NAME: _____ PRINTED NAME: _____

DATE: _____ DATE: _____

MEMBERS OF HOUSEHOLD PARTICIPANTS FOR FOLLOWING ADDRESS: _____

NAME: _____ DOB: _____ AGE: _____

NAME: _____ DOB: _____ AGE: _____

NAME: _____ DOB: _____ AGE: _____

NAME: _____ DOB: _____ AGE: _____

NAME: _____ DOB: _____ AGE: _____

NAME: _____ DOB: _____ AGE: _____

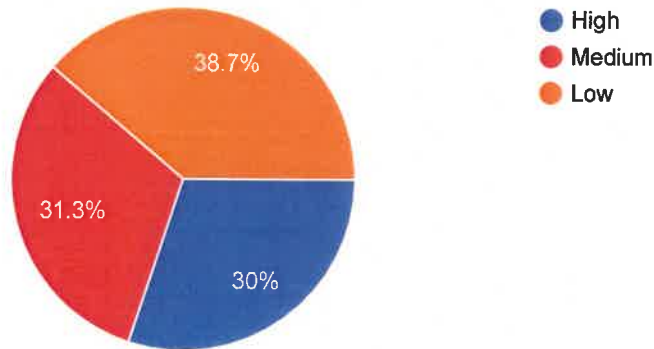
Please submit the signed wavier to Highland Community Management:

Address: 3020 S. Florida Ave. Suite 305; Lakeland, FL 33803

Email: admin@hcmanagement.org

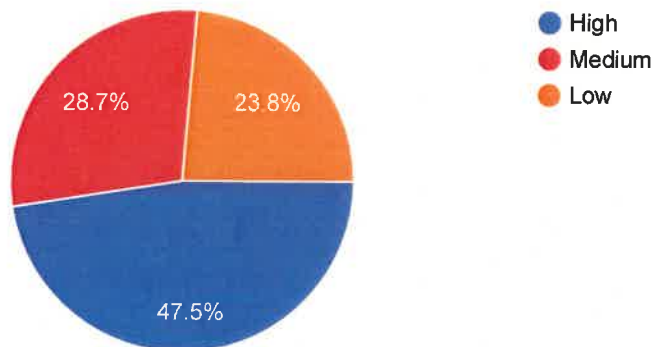
Installation of a more functional turn around capability at the front gate for unauthorized vehicles. Currently this is difficult and often not done based upon the front gate and guard shack configuration.

80 responses



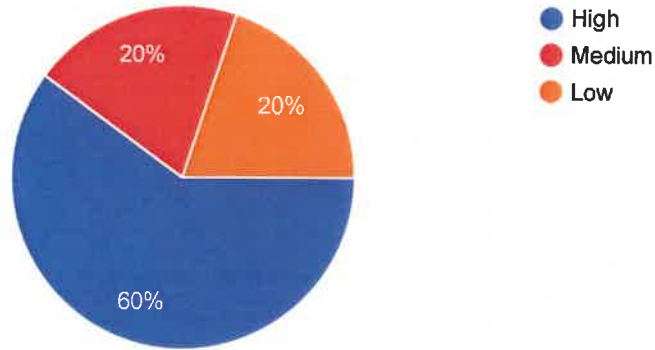
Physically verify pedestrians whom enter the community through the front gate. Exceptions would have to be made for minors, with the expectation they have a school ID or are known by the guards. This could also slow vehicle traffic as the guard is interacting with pedestrians.

80 responses



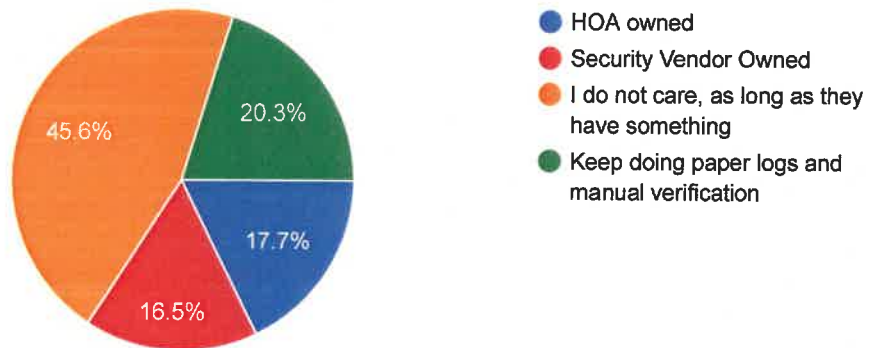
Use of RFID badge reader at the front pedestrian gate, identical to the back pedestrian gate.

80 responses



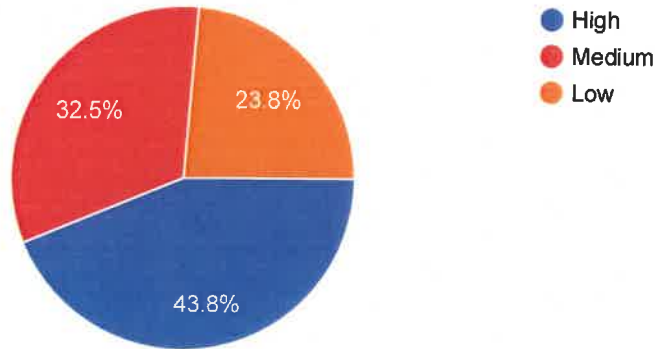
Provide Guards with Tablet / Technology for digital logs and home owner information with equipment owned by HOA or Security Company. *This will factor into cost and services provided by the Security Vendor.

79 responses



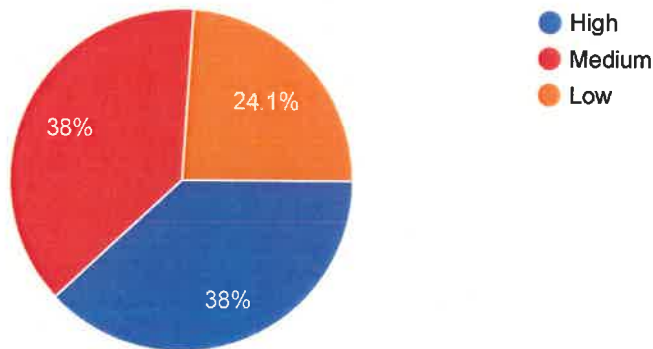
Usage of digital list of home owners, management companies, and related information to enable guards to quickly identify address and verify information provided from guests. *Cost and maintenance of equipment may be vendor provided or provided by the HOA

80 responses



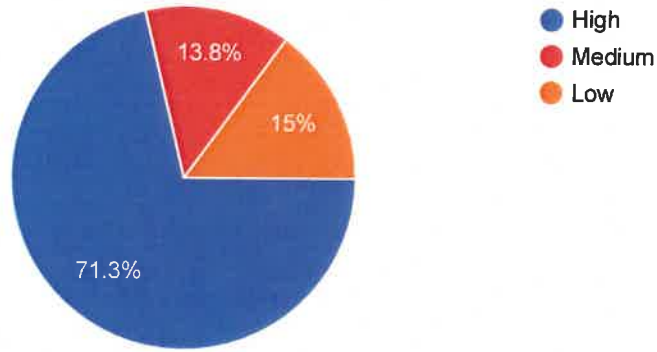
Usage of digital logs for all entry, accident, and incident reports. *Cost and maintenance of equipment may be vendor provided or provided by the HOA

79 responses



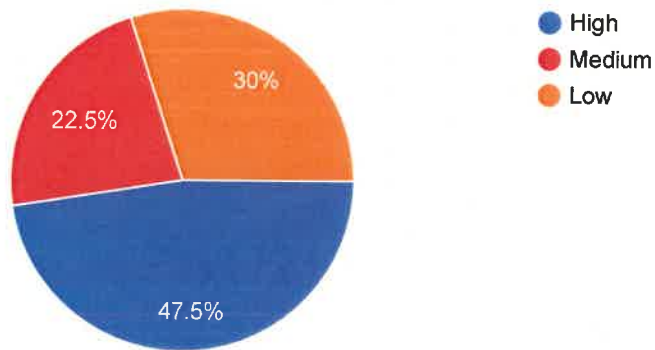
Guest at front gate must provide both address and point of contact name for entry. This will be verified by guard based upon information guard has available and access will be denied if not correct.

80 responses



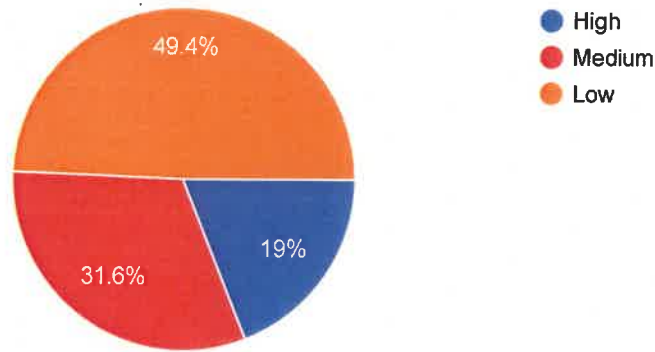
Guards Patrol Community PRIOR to shift. This is to identify potential problems as well as take note of any parking violations to be addressed.

80 responses



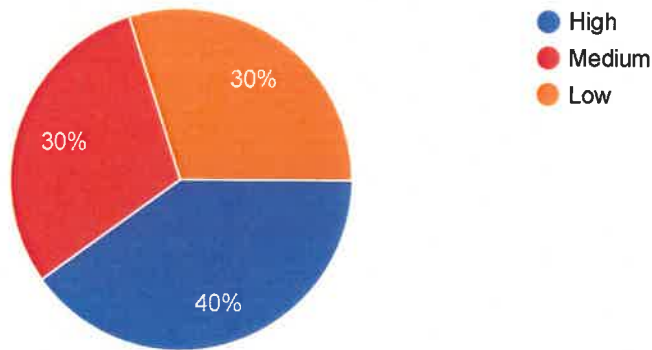
100% Roving Security - this question is to get a feel for the communities desires to plan future changes for access to the community. This would not be an immediate shift but to determine if budgeting and changes need to be focused to eventually achieve this.

79 responses



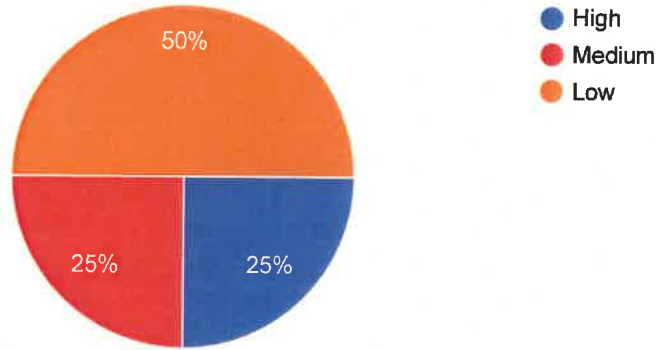
Camera and Audio at Guard for recorded and auditable interactions with guests

80 responses



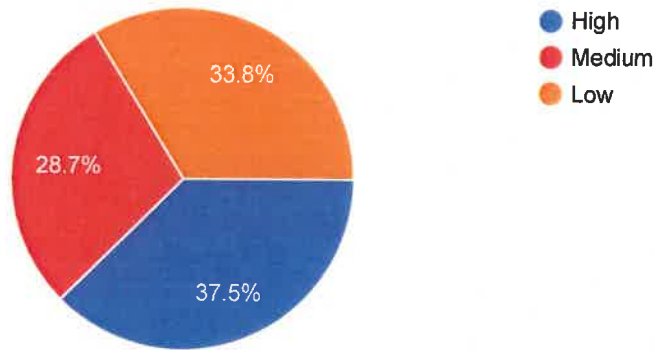
Call box at back gate to communicate with guard on clarity as to where to enter. This would not provide the guard the ability to open the back gate, this is for communication only.

80 responses



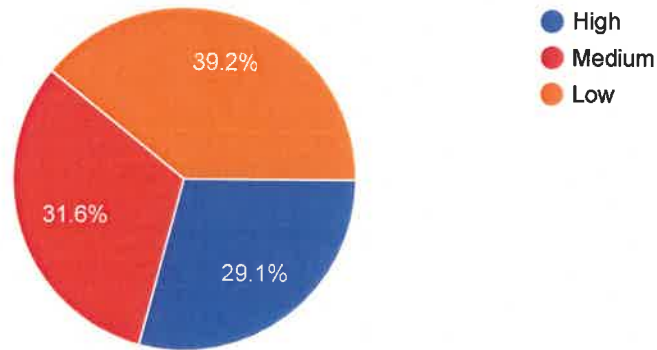
Use of RFID resident stickers for entry at the BACK gate. This would not remove the remote (garage door openers) functionality. **Official quote not received yet, but stickers would cost about \$15 each.

80 responses



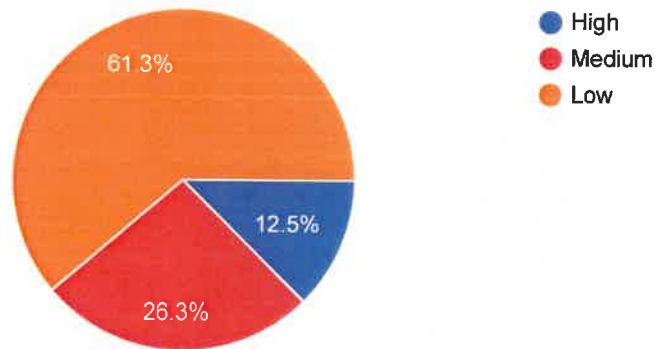
Use of RFID resident stickers for entry at the FRONT gate. This would not remove the remote (garage door openers) functionality. **Official quote not received yet, but stickers would cost about \$15 each.

79 responses



Cameras in low traffic areas - boat ramp / doc, dead end turn arounds

80 responses



Please provide any additional suggestions you may like us to address related to improving the security of the community.

I like the current security company and think they do a great job. I am not interested in changing, as a homeowner, and think these improvements will only make their jobs more efficient and our community safer, even if it increases the cost a bit.

I have had renters have guests visit that are not on any lists. They get through gate on their own

Please be careful not to make our security like policemen. Try to do very well with what we have and save money. More increases in fees will start causing major issues and small things that are not legally required should be very cautiously reviewed.

ID badge for property owners to display in their rental vehicle whilst on vacation

Your questions include both HOA and Vendor provided. This means a lot all my answers changed priority by the HOA running security. I do not feel the HOA should attempt to force a vendor to use 3rd party equipment. If the HOA runs the digital information I am against it. If it is provided as part of the contract I am for it. Sorry I don't feel we should micro manage contractors.

RFID sticker for owners who don't live on site that can be attached to and removed from rental vehicles as needed.

Continue the solid community wall all around the community, some sections have wire fencing that's starting to deteriorate and is starting to be an eye sore.

I would like to keep cost down. We have had so many things go up this year this one I am not concerned about as I have cameras and alarm on my home and vehicles. I would just like them to verify guest with matching them up on a listed we call to the guards with. no exceptions. Be on list or turn away.

I disagree in add anything else about security services. I PREFER REMOVE SECURITY COMPANY AND ADD TELEENTRY. THIS SURVEY IS to justify increase our HOA fee.

A lot of these processes should already be in place so it would be good to implement them as soon as possible.

We live in gated community really no need for patrolling the area. Everything suggested would be to costly during this time for homeowners.

Any changes to the existing level of security and or a vendor must be spelled out in dollar amounts to the community for a vote because I don't want to pay any more than \$525 per quarter for the services we currently get. If security at the gate is doing their job properly and people are identified coming in with specific addresses and contact information, that should suffice for reasonable security within the community 24/7.

It feels like at the moment anybody can say anything to gain access to the community with very little question

Just figure out a way to make it easier for residents to get in and keep non residents out. This is not that difficult. Call around and see how other communities do it and just follow their lead. Solana Court in Davenport is VERY strict. Or at least they were a couple years ago. It starts with the guards. If they don't care and just let anyone in then what's the point?

N/A

My proposal is that you put a barcode since it is much more effective and cheaper because we are arguing for a poor service with the guard, they do not call for fear of a fine from the city, then why do we want a guard? It is more economical a system code

Calling residents for guests who show up without telling the owners. I have family members who come for vacation that like to surprise me, isn't fair that these people get turned away or turn around because no ones home .

Increase range of RFID at rear gate. Ensure that all devices are operational for entry.

An evening drive round would be a good way to notice parking, commercial vehicles or dangerous chemicals (permanent pool cleaning trailers of residents) - these can only be seen after work hours. As an owner who does some short term rentals (the original main purpose of the community) we always e mail the gatehouse with lead person names and dates - these always were acknowledged but not recently. We bought in 2003 in a gated STR community for our safety and the safety of our guests and I would like that to be maintained. Most STR owners give names of guests and I would assume that residents and long term renters are expected to do the same just as when we are staying for 5 months of the year at our home we inform the gate of any visitors or tradesman coming.

Move towards a keypad entry system. Do not need 24/7 personed security.

Stop people entering the condominium and soliciting work

RFID sticker access at front gate is ideal but not worth it until the front is more functional. Unsure if using digital logs would actually expedite the process which is why it's not high for me but if it did then yes, that would be a plus.

I think a call to home owners before lettinh People in will heló as will

We just want to make sure that just not anyone can walk into the community. If they don't have clearance then you can't come in

**Calabay Parc at Towerlake
Homeowners Association, Inc.**

3020 S. Florida Ave. Suite 305

Lakeland, FL 33803

Phone: 863-940-2863 Email: admin@hcmanagement.org

Visitor Parking Issue

04/15/2021

INTRODUCTION

This treatise notice is to serve as official notification to all Owners within the Calabay Parc Homeowners Association of the Board approved and adopted supplemental definition for parking. The purpose of this treatise is to provide the definition of and reasons for parking allowances and parking restrictions that constitute that policy. Furthermore, this treatise also provides the legal and rational basis for the Board's adoption of the policy.

It's important to first acknowledge that due to the complexity of the relevant Florida Statutes and Officially Recorded Governing Documents, seeking answers to questions can be challenging and require considerable concentration and effort to navigate through the "legalese" to the correct answer to one's question. This treatise hopes to help pave the way through these complexities to the answer to the possible questions from homeowners in regards to parking restrictions within the Governing Documents of the Community.

BACKGROUND

Many homeowners and tenants were unaware that they were buying or renting in a Deed Restricted Community with a Homeowners Association (HOA) including covenants, conditions, restrictions and rules. As such they were unfamiliar with requirements for specific matters such as garbage can placement, parking, lawn care, pets, exterior modifications, etc. Considering the unfamiliarity with an HOA, coupled with the complexity of the Governing Documents and Statutes, it is understandable that violations and misunderstandings can and do occur in spite of attempts by the HOA to inform them via a website, bulletin board and newsletters.

ISSUES and BASIS and AUTHORITY

Some homeowners, while reviewing the restriction on street parking, will see in Article V Section 3.5. Parking of the Declaration of Covenants, Conditions and Restrictions (Declaration) as to parking, which states:

Article V, Section 3.5- Parking. No truck or van, boat, trailer, recreational vehicle, commercial vehicle or other types of non-passenger vehicles, equipment, implements or accessories shall be parked, stored or otherwise kept on any portion of the Property unless the same are fully enclosed within the garage constituting an integral part of a Unit. The term "commercial vehicle" shall include, without limitation, all autos, trucks, vans and other vehicular equipment, which bear signs or shall have printed thereon any reference to a commercial undertaking or enterprise or which are otherwise reasonable obvious for as to their intended use. Vehicles regulated by this Section which are in the process of loading or unloading shall not be considered to be "parked" so long as such vehicles shall not be kept on the Property overnight....

Article VI, Section 3.5- Parking Amendment. Street parking tends to conceal children at play, creates accident scenarios and restricts emergency vehicle ingress and egress. Therefore, the Board of Directors resolves that the proper use of the driveway and garage is to accommodate the resident's vehicles. The first choice for parking should always be the garage. When it cannot accommodate the vehicle(s), the next option is the driveway. The street should only be used for parking when the garage and driveway are full with vehicles and not sufficient to accommodate additional vehicles. Other legitimate situations could be for temporary cases such as, but not limited to: when services are being provided by contractors; or for more visiting guests than the driveway can accommodate; or when cleaning the driveway; or when children are at play on the driveway. All owners, residents and guests should park in the garage and driveway whenever possible. The improper use of the street for parking would be when there is sufficient room on the driveway as well as parking facing in such a direction that is against the flow of traffic. The HOA will also be enforcing all local governmental laws as to not allow parking in the driveway so that any portion of the vehicle is extended onto the street, as well as all vehicles are to be parked in a driveway so that they are not restricting access to the sidewalk within the community. Per federal law, no vehicle may be parked to restrict access of a mailbox to impede with federal employees delivering mail to each address. As per the governing documents of the community, the streets are privately owned by the Association and will be governed accordingly. Per Florida Statutes 715.07, towing will be enforced within the HOA for improper parking per the Supplementary Definition as described above as proper signs are posted at the entrance of the community in accordance with Florida Statues.

This section is a **well-defined clear** policy on parking on the street as much as it is to not park anywhere else on the property (i.e. lawns). However, these documents were drafted and recorded as the community was designed as a short-term rental community where the amount of vehicles would differ from the current climate of the community. This is where the current issues begin. Had this section been written to help address the evolution of the community, the verbiage would have drafted differently.

We know the drafters didn't omit safety aspects or evolutionary community change of any provision intentionally including parking because they stated such unequivocally right-up-front in the Declaration Article V, Section 3.19:

“...the foregoing shall not be construed as an implied prohibition preventing the Association from extending the scope of such prohibitions and restrictions from time to time by adopting further rules and regulations not inconsistent with this Declaration...”

The question then is how did the drafters provide for the HOA to be able to perpetuate their intention for health, safety and welfare of the residents when it is discovered that in some cases the Declaration covenants, conditions, restrictions, rules and regulations are inadequate or silent in that respect. Moreover, how did they provide to do so expeditiously without having to secure a two-thirds vote on every matter? The answer is a provision in the Declaration in Article IX Section 9.6. Rules and Regulations:

“The Association may from time to time adopt, alter, amend and rescind rules and regulations further governing the use of the Lots and of the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration.”

In addition to the issue created by Article V Section 3.5 (reprinted previously), if a homeowner should ask: “If the Board adopts a policy that contradicts an existing covenant, condition, restriction or rule, wouldn’t it be necessary to get a two-thirds vote from the homeowners to amend the Declaration?” The answer would be yes. An example of that would be if the Board adopted a policy that stated “parking on a paved street is not allowed at any time,” that would be a contradiction to one part of Article V Section 3.5.

Pursuant to the Declaration the Board clarified and augmented reasonable rules and regulations for when and under what conditions on the amount of visiting vehicles may park in the community. The community has had the re-occurring issue of homes having 15+ vehicles parked at one home for over a weekend preventing vehicle access. With the newly adopted amendment which only allows for parking on one side of the street, this will cause many of these vehicles to be towed and will not allow proper parking in the community. Unlawful use of the street for parking is when the vehicle is parked in front of a fire hydrant or mailbox, parked facing oncoming traffic, parked blocking the street, or parked in a “no parking zone.”

SUMMARY

Pursuant to the Recorded Governing Documents the Board drafted, via promulgation, an augmentation and clarification of Article V Section 3.9 and Article IX, Section 9.6 with reasonable rules and regulations for visitor parking. The Board has defined proper and improper amount of visitor vehicles to be allowed to a single home.

The Board posted a public notice for a hearing including place date and time.

The Board conducted the hearing at the specified place, date and time on the issue of visitor parking including the augmentation and adopted the rules and regulations at that hearing.

Accordingly, the Board began enforcing the rules and regulations.

Article VI Restrictive Covenants
Supplementary Definition to Section 3.5
Adopted by the Board of Directors
4/15/2021

Parking

Street parking tends to conceal children at play, creates accident scenarios and restricts emergency vehicle ingress and egress. Therefore, the Board of Directors resolves that the Association will restrict the amount of visiting vehicles to each address to a maximum of 6 vehicles at one time. This restriction is not restricting the amount of visitors, simply the amount of vehicles in order to allow proper parking within the community.

The HOA will also be enforcing all HOA restrictions and local governmental laws as strictly prohibited and can result in violation or possible towing by law enforcement. Per law, no vehicle may be parked to restrict access of a mailbox to impede with federal employees delivering mail to each address (5 feet) and, within 30 feet of an intersection and within 15 feet of fire hydrants. Per Florida Statutes 715.07, towing will be enforced within the HOA for improper parking in front of mailboxes, fire hydrants or intersections in accordance with Florida Statutes and applicable state/county law.

** Additional Clarification of New Supplemental Definition:*

Please note: vehicles that belong to homeowners and residents residing at their home will not be included in the number of visitor vehicles. The amount of vehicles will be limited to visiting vehicles only. If a vehicle is not owned by the homeowner or a resident who lives in the home it will be considered a visitor vehicle.

In order to help decipher vehicles, owners/residents are STRONGLY encouraged to get vehicle decals.