

Deer Lake Homeowners Association, Inc.

c/o Schoo Management, Inc.
9411 Cypress Lake Drive – Suite 2
Fort Myers, Florida 33919
Phone (239) 481-4700 * Fax (239) 481-6321

December 20, 2015

Dear Deer Lake Homeowner:

The **Annual General Meeting** of the Members is scheduled for **Wednesday, January 20th, 2016 at 7:00 P.M. at the Casa del Lago Clubhouse, 7551 Sika Deer Way, Fort Myers.** Please find enclosed the following:

1. Your Notice of the Annual Meeting and the Agenda for the meeting.
2. Ballot homeowner voting form for two positions on the Board of Directors.
3. A Notice of the Board Organizational Meeting held immediately following the Annual Meeting.
4. **A proxy form for you to fill in, sign, and fax to (239) 481-6321 or mail back.**
5. A Board Proposed Amendment 8.3 Leasing to Declaration of Covenants **to replace** the existing 8.3 Leasing section in the Declaration of Covenants.
6. A Board Proposed Amendment to Declaration of Covenants **adding** a Section 15.14 Applicable Statutes and Laws (REQUIRES HOMEOWNER APPROVAL by Proxy or at meeting)
7. **A return envelope** for your proxy and ballot forms. Please remember to fill in your name, address, and signature on the **outside** of the envelope.
8. A copy of the Board approved 2016 Budget for the Homeowner Association.

PLEASE, if you will be unable to attend the Annual Meeting for any reason, take a couple of minutes to fill in the proxy form, date and sign it, and fax it to (239) 481-6321 or mail it back in the enclosed return envelope. The proxy form is used to help establish a quorum so that the meeting may be legally held per the Florida Statutes. Please help to establish the necessary quorum.

The election of Two (2) members to the Board of Directors will be held at this Annual Meeting. Additional nominations of candidates may be made from the floor the day of the meeting.

Again, please feel welcome to call me at my office should you have any questions, comments, or concerns on anything contained herein. I look forward to seeing you at the Association's meetings and around the property.

Regards,

Bob Gelles

CAM, AMS Community Association Manager

DEER LAKE HOMEOWNERS ASSOCIATION, INC.

A Corporation Not-for-Profit

NOTICE TO ASSOCIATION MEMBERS OF ANNUAL GENERAL MEETING

NOTICE IS HEREBY GIVEN in accordance with the Bylaws of the Association, the Florida Statutes, and Rule 61B-23.0021, Florida Administrative Code, you are hereby notified that the **Annual General Meeting** of the Deer Lake Homeowners Association, Inc., will be held at the following date, time and place:

Place of Meeting: Casa del Lago Clubhouse

7551 Sika Deer Way

Fort Myers, FL 33966

Date of Meeting: **Wednesday, January 20, 2016**

Time of Meeting: **7:00 p.m.**

Agenda:

The order of business for the **Annual General Meeting** shall be:

1. Call to Order
2. Call the Roll and Certify the Proxies (Establish a Quorum)
3. Proof of Notice of Meeting
4. Approval of minutes of the previous meeting
5. Reports by Directors
6. Reports of Committees
7. Election/Announcement of Directors
8. Unfinished Business
 - a. Proxy Vote results
 - b. Other unfinished business
9. New Business
10. Community Input
11. Adjournment

Immediately following the Annual Meeting, the Board will convene briefly to elect its officers.

This notice has been posted upon the property this 20th day of December, 2015 by the order of the Board of Directors and in compliance with FL Statutes 720.303 (2), F.S.

George Boyer – President Deer Lake HOA

DEER LAKE
HOMEOWNERS ASSOCIATION, INC.

BALLOT FOR ELECTING
TWO DIRECTORS

WEDNESDAY, JANUARY 20TH, 2016

7:00 p.m.

**Casa del Lago Clubhouse
7551 Sika Deer Way
Fort Myers, Florida**

We will be electing two (2) persons for a three-year term. The following (in alphabetical order) have had their names placed into nomination as of the mailing of this ballot. Write-in candidates are permitted, and additional nominations may be made at the Annual Meeting. Vote for no more than two (2) candidates. **If you vote for more than two (2) candidates, your ballot will be invalid.**

☐ Carolyn Gilbert

☐ Jeff Holiman

☐

☐

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Phone (239) 481-4700* Fax (239) 481-6321

NOTICE OF BOARD OF DIRECTORS MEETING

Date: Wednesday, January 20, 2016

Time: Immediately Following the Annual General Meeting

Place: Casa del Lago Clubhouse 7551 Sika Deer Way

There will be a meeting of the Association's board of Directors held for the purpose of managing the Association's business. As always, all interested unit owners are welcome to attend.

Agenda

- 1. Call to Order**
- 2. Establish a Quorum**
- 3. Old Business**
- 4. New Business**
 - a. Election of Officers**
- 5. Adjournment**

This notice has been posted upon the property by order of the Board of Directors and in compliance with FL Statutes 720.303 (2), F. S.

**George Boyer
President Deer Lake HOA
Posted December 20, 2015**

DEER LAKE HOMEOWNERS ASSOCIATION, INC.

Limited Proxy

The undersigned, owner(s) of designated voter of address _____

in **Deer Lake Homeowners Association, Inc.**, appoints _____

(PRINT NAME OF PROXYHOLDER)

Or George Boyer, President of the Association, as my proxyholder to attend the Annual Meeting of the Members of **DEER LAKE HOMEOWNERS ASSOCIATION, INC. to be held on Wednesday, January 20th, 2016 at 7:00 PM at the Casa del Lago Clubhouse.** The proxyholder named above has the authority to vote and act for me to the same extent that I would if personally present, with power of substitution, except that my proxyholder'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 for which a limited proxy is not required).

_____ I authorize and instruct my proxy to use his or her best judgement 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 FOLLOING ISSUES, YOU MUST INDICATE YOUR PREFERENCE IN THE BLANK(S) PROVIDED BELOW).

I SPECIFICALLY AUTHORIZE AND INSTRUCT MY PROXYHOLDER TO CAST MY VOTE IN REFERENCE TO THE FOLLOWING MATTER AS INDICATED BELOW:

1. **Should the current Section 8.3 Leasing (A and B) of the Declaration be deleted in entirety and replaced with the Board proposed 8.3 LEASING AMENDMENT?** (The Board recommends that you vote "YES")

_____ Yes (In Favor) _____ No (Opposed)

2. **Should the proposed Amendment Section 15.14 "Applicable Statutes and Laws" be added to the Declaration of Covenants?** (The Board recommends that you vote "YES")

_____ Yes (In Favor) _____ No (Opposed)

3. **Should an audit of the Association's records by a certified public accountant be waived for the year ending December 31, 2015?** The cost of this audit is estimated to be \$7,000. (The Board recommends that you vote "YES" which means that the Association will instead prepare a complied 2015 year-end financial statement.)

_____ Yes (In Favor) _____ No (Opposed)

4. **Should the Association rollover excess funds, if any, at the end of year December 31, 2015 to the operating account in January 2016?** (The Board recommends that you vote "YES")

_____ Yes (In Favor) _____ No (Opposed)

THIS PROXY WILL BE VALID FOR ANY LAWFUL ADJOURNMENT OF THIS MEETING WITHIN 90 DAYS OF THE DATE FOR WHICH THIS MEETING WAS ORIGINALLY CALLED, AND MAY BE REVOKED AT ANYTIME AT THE PLEASURE OF THE VOTING MEMBER.

DATE: _____

X _____

X _____

SIGNATURES(S) OF OWNERS(S)

PROPOSED AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
DEER LAKE HOMEOWNERS ASSOCIATION, INC.

Language being added is underlined and language being deleted is ~~struck through~~.

1. Section 8.3 (A and B) of the Declaration is deleted in its entirety and replaced with the following:

8.3 Leasing. An Owner may lease his Lot subject to the following restrictions and conditions:

A. Leasing of Lot. The leasing of a Lot by an Owner shall be restricted as provided in this Section 8.3. All Leases of Lots must be in writing, and all lessees/tenants must be natural persons. No Lease shall contain an automatic renewal of the lease term. If any Lease provides for an automatic renewal of the lease term, the Owner acknowledges that the automatic renewal is not binding on the Association. All renewals of an existing Lease, regardless of the fact that the Lease and the lessees/tenants were previously approved by the Board, shall be subject to the lease approval process set forth in this Section 8.3. An Owner may lease only his/her entire Lot, and then only in accordance with this Section 8.3.

B. Procedure for Leasing Lot.

1. Notice by Owner. An Owner intending to lease his/her Lot shall give to the Board written notice of such intention by completing the Association's lease application form and delivering the same, together with a copy of the proposed Lease, the required Damage Deposit fee, the required lease processing fee and the appropriate background check fees, to the Board at least ten (10) business days prior to the first day of occupancy under the Lease. If requested by the Board, the Owner shall provide the Board such other information and/or interviews as the Board may reasonably require in connection with the lease application process. The Board shall obtain a background check on all prospective lessees/tenants (and family occupants) who are 18 years old or older, the cost of which shall be paid for by the Owner and/or prospective lessees/tenants.

2. Action by Board. After the required notice and all information and interviews requested have been provided/conducted, the Board shall have ten (10) business days in which to approve or disapprove the proposed Lease. If the Board does not affirmatively disapprove the Lease within said time, its failure to act shall be deemed the equivalent of approval of the Lease.

3. Disapproval. Permitted grounds for disapproval shall include any of the following:

(i) the Owner is delinquent in the payment of assessments and other charges and monies, including fines, due to the Association at the time the application is considered;

(ii) the prospective lessee/tenant has been convicted of a felony or misdemeanor involving violence/injury/damage to persons or property, a felony or misdemeanor involving theft of property, a felony or misdemeanor involving sale or possession of a controlled substance, or a felony or misdemeanor demonstrating dishonesty or moral turpitude;

(iii) the prospective lessee/tenant has a history of conduct which evidences disregard for the rights and property of others;

(iv) the prospective lessee/tenant, during previous occupancy in this Association, has evidenced an attitude of disregard for the Association, the Association's property, and the Association's Governing Documents and applicable law (i.e., Chapter 720, Florida Statutes), as amended from time to time;

(v) the prospective lessee/tenant gives false or incomplete information to the Board as part of the application procedure, the Owner and/or prospective lessee/tenants fails to pay the required lease application fee and/or security deposit, or the prospective lessee/tenant fails to appear for the required interview;
or

(vi) the Owner fails to give proper and timely written notice of his/her intention to lease his/her unit to the Board.

4. Failure to Give Notice or Obtain Approval. If proper notice in the form of a fully completed lease application together with the proposed Lease and the required fees and deposits are not given, the Board, at its sole election, may disapprove the Lease. Any such Lease may, at the option of the Board, be treated as a nullity, and the Board shall have the power to immediately evict the lessee/tenant, without securing consent to such eviction from the Owner.

5. Applications For Leasing; No Delegation of Payment of Assessments to Lessees/Tenants. Applications to lease shall be made to the Board on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying assessments and other charges due to the Association may not be delegated to the lessee/tenant.

6. Delegation of Powers. The Board shall have the right to delegate its powers and rights under this Section 8.3, including disapproval powers, to its management company.

7. No Sublease/Assignment of Lease Rights. No subleasing, room sharing/renting or assignment of lease rights by the lessee/tenant is allowed.

8. Occupancy During Lease Term. No one but the lessee/tenant, his or her family members within the first degree of relationship by blood, adoption or marriage, and their spouses and temporary guests and invitees may occupy the leased Lot.

9. Occupancy in Absence of Lessee/Tenant. If a lessee/tenant is absent from the leased Lot for any period of time during the lease term, his or her family within first degree of relationship already in residence may continue to occupy the leased Lot and may have temporary guests and invitees subject to all the restrictions in this Section 8.3. If the lessee/tenant and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the leased Lot or use the Common Areas or parking and/or recreational facilities in the Association.

10. Use of Common Areas and Parking and Recreational Facilities. To prevent overtaxing of the Common Areas and other facilities in the Association, during the term of the lease, Owner and Owner's family members, guests, and other invitees shall not have the right to use, and are prohibited from using, the Common Areas and the recreational or parking facilities in the Association.

11. Regulation by Association. All of the provisions of the Association's Governing Documents and applicable law (i.e., Chapter 720, Florida Statutes), as amended from time to time, shall be applicable and enforceable against any person occupying a Lot as a lessee/tenant, guest and/or invitee to the same extent as against the Owner of said leased Lot. The Owner is responsible for providing each lessee/tenant with a complete copy of the Association's Governing Documents prior to occupancy of the Lot. A covenant on the part of each lessee/tenant to abide by the Association's Governing Documents and applicable law (i.e., Chapter 720, Florida Statutes), as amended from time to time, and designating the Association as the Owner's agent with the authority to terminate any lease and evict the lessees/tenants in the event of breach of such covenant, shall be deemed to be included in every Lease, whether oral or written, and whether specifically expressed in such lease or not; provided, however, that Owner shall remain primarily responsible for any and all violations of the Association's Governing Documents and applicable law (i.e., Chapter 720, Florida Statutes), as amended from time to time, by said Owner's lessee(s)/tenant(s) and their respective family members, guests and invitees, and any and all damage to the Common Areas and the parking and recreational facilities of the Association caused by said Owner's lessee(s)/tenant(s) and their respective family members, guests and invitees. In addition, the Owner of said leased Lot, the lessee/tenant of said leased Lot, and the Association agree that if the Association sends three (3) notices of violation of Governing Documents to the lessee/tenant during the term the lessee/tenant is occupying the leased Lot, then the lessee/tenant shall be in breach of the lease with Owner and Owner, as landlord, and at its sole cost, shall evict said lessee/tenant from the leased Lot, and such agreement shall be deemed to be included in every Lease, whether oral or written, and whether specifically expressed in such lease or not.

12. Fees and Deposits Related to the Lease of a Lot. Whenever herein the Board's approval is required to allow the lease of a Lot, the Association may charge the Owner a fee for processing the application in the amount of \$100.00 and a fee conducting a background check for each prospective lessees/tenants (and family occupants) who is 18 years old or older. As a condition to the Board approving a Lease, Owner shall deposit in escrow with the Association's management company, an amount equal to \$250.00 (the "Damage Deposit"). The Association shall be under no obligation to hold the Damage Deposit in an interest-bearing account, or to otherwise pay interest on the Damage Deposit for the time it is held. The

Association may use all or any part of the Damage Deposit to pay the costs and expenses of repairing, cleaning, or replacing any portion of the Common Areas and/or recreational or parking facilities of the Association damaged or destroyed due to the acts or omissions of Owner's lessee/tenant, or a family member, guest, or invitee of lessee/tenant, as determined in the sole discretion of the Board. The Damage Deposit shall be separate and apart from any security deposit required under the Lease between Owner and lessee/tenant; and the Owner's lessee/tenant shall have no claim or right to the Damage Deposit. Use of all of the Damage Deposit by the Association to make payments in accordance with this Section 8.3, shall not preclude the Association from seeking all other remedies against Owner or its lessee/tenant available under this Declaration, the other Governing Documents or otherwise. In the event that the Association is required to use the Damage Deposit (or a portion thereof) as contemplated by this subsection, then, upon demand, Owner shall deposit with the Association an amount of money necessary to replenish the Damage Deposit to \$250.00. The Board shall have the right to increase or decrease the foregoing fees and Damage Deposit from time to time in the Board's sole discretion; provided that said increases do not exceed the maximum amount allowed by applicable law. Within thirty (30) days after Owner notifies the Association in writing that the Lease has expired and/or terminated early and Owner's lessee/tenant has actually vacated the residence, the Association shall return the Damage Deposit (or the balance thereof) to Owner, without interest.

13. Assignment of Rental Payments to Association. In the event an Owner is delinquent in the payment of any monetary obligation owed to the Association, then Owner agrees that, upon written demand of the Association, the Association shall be entitled to collect from Owner's lessee/tenants any and all rent payable by Owner's lessee/tenant to Owner under the Lease, and such rent payments shall be applied against all delinquent monetary obligations of Owner of every nature whatsoever, which are owed by Owner to the Association, until those obligations are fully paid.

14. Term of Lease and Frequency of Lease. No Lot may be leased more often than four (4) times in any calendar year. The minimum lease term is ninety (90) days. The maximum lease term is one (1) year. The first day of occupancy under the lease shall determine in which year/calendar quarter the lease occurs. No subleasing, assignment of lease rights or room-sharing/renting is allowed.

15. Reasonable Accommodation for Active Military Personnel. Notwithstanding the foregoing, in the event that an Owner desiring to lease his Lot is an active member of the United States military and the reason for the lease of his Lot is because said Owner being deployed for service, then the Association, acting through its Board, may make reasonable accommodations, including waiving of certain requirements of this Section 8.3, in connection with the leasing process for said Owner. The purpose (including the accommodations and waivers that the Board may grant) of this subsection is to comply with rules and regulations concerning Veterans Administrative and Federal Housing Administrative mortgages.

2. A new Section 15.14 of the Declaration is added as follows:

15.14 Applicable Statutes and Laws. The validity, application, and construction of this Declaration and the other Governing Documents shall be governed by the Chapter 720, Florida Statutes, as amended from time to time after the date this Declaration was first recorded in the Public Records of Lee County, Florida, and applicable laws of the State of Florida.

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