



March 5, 2021

Re: Proposed Amendments to the Delasol's Declaration

Dear Delasol Homeowners,

Delasol's governing documents, known as our Declaration of Covenants, Restrictions and Easements for our Homeowner's Association (HOA), were drafted about 18 years ago by Centex, the community's original developer. Because of this, some contents in the Declaration were drafted to favor a developer trying to sell homes. Despite that, the ownership of our properties continue to be subject to what's contained in the Declaration, in its originally authored form.

Some of the Declaration's contents are not well-suited for the established community that we now live in. The leasing of properties is one such area. In recent years, the Board has been faced with a series of issues when it comes to the leasing of properties, and how this is governed in our Declaration. For this reason, the Board feels it is imperative to propose two amendments to the Declaration.

This letter serves as **Notice of a Special Meeting of the Members**, a Limited Proxy, to vote on the proposed amendments to the Declaration. The Meeting has been scheduled for **Thursday, April 15, 2021 at 10:00am**.

We recognize that you will likely have questions about what is outlined in the below and enclosed. Therefore, we have scheduled a **Town Hall Meeting for Saturday, March 27, 2021 at 10:30am in the Clubhouse**. Our hope is this will give all homeowners an opportunity to ask us questions and become fully informed in advance of the formal vote on April 15th.

We also welcome **questions submitted in advance** of the Town Hall and Special Meeting. Please share them via email with our property manager: Kevin Frost, Anchor Associates at kevin@anchormanagers.com. We intend to answer as many questions as possible that are both received over email and live in the town hall.

Here is more background on the nature of the two amendments:

- **The first amendment relates to leases.** It is aligned with Delasol's Rules and Regulations, but should also be added to the Declaration formally. The Delasol Board believes it would have been better able to protect the HOA and homeowners and also reduced legal fees expended to address lease-related issues, had our Declaration already included the proposed amendment herein at the time the issues occurred in recent years.
- **The second amendment relates to the vote threshold needed to make important changes to our Declarations overall.** As previously stated, there are many aspects to our Declaration that we believe were originally put in place to favor the developer selling homes, and therefore, now require revisions to better serve us as an established community. Currently, the vote threshold is very high (2/3rd of all homeowners must approve an amendment) making it nearly impossible to obtain adequate homeowner participation. The proposed amendment lowers the threshold to 2/3rds of homeowners who are present and voting in person or by proxy at the Special Meeting.

The Board recommends that you vote in favor of both of the proposed amendments contained in this package.

Are you ready to vote now? If after reviewing this letter and enclosures, you are ready to vote now, you may:

1. Fill out Pages 1 and 2 of the Limited Proxy found in the enclosure
2. Submit / Mail them to Delasol HOA, c/of Anchor Associates, 2340 Stanford Court, Naples, FL 34112
3. Or, bring your completed Proxy to the Town Hall or Special Meeting

Thank you for your attention and consideration,

Board of Directors, Delasol Homeowners Association, Inc.

**LIMITED PROXY
SPECIAL MEMBERS MEETING
DELASOL HOMEOWNERS' ASSOCIATION, INC.**

The undersigned, member or designated voter for _____ (insert address of property) in Delasol hereby appoints:

1. _____ (Printed Name of Proxy Holder); **OR**
2. **Erika Rohde, President of Delasol Homeowners' Association, Inc.** as my proxyholder to attend the special meeting of the members of Delasol Homeowners' Association, Inc., to be held on Thursday, April 15, 2021 at 10:00 AM, or any adjournment thereof, at 15770 Delarosa Lane, Naples, Florida 34110.

Failure to check either box 1 or 2 above will result in the President of Delasol Homeowners' Association, Inc. serving as your proxyholder.

The proxyholder named above has 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 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 BLANK(S) PROVIDED BELOW).

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

1. **Amendment to Declaration concerning Leases.** The Board of Directors recommends that the existing Section 6 of the Declaration of Covenants, Restrictions and Easements for Delasol (the "Declaration"), which concerns Leases, be amended as provided in the attached proposed amendments. If approved, the amended Section 6 would be as reflected in the attached proposed amendments. Do you approve of the amendment of Section 6 of the Declaration to read as outlined in the attached proposed amendments? **The Board recommends voting "YES".**

_____ **YES** _____ **NO**

2. **Amendment to Declaration concerning Amendment and Modification of the Declaration.** The Board of Directors recommends that the existing Section 8 of the Declaration of Covenants, Restrictions and Easements for Delasol (the "Declaration"), which concerns the amendment and modification of the Declaration, be amended as provided in the attached proposed amendments. If approved, the amended Section 8 would be as reflected in the attached proposed amendments. Do you approve of the amendment of Section 8 of the Declaration to read as outlined in the attached proposed amendments? **The Board recommends voting "YES".**

_____ YES

_____ NO

DATE: _____

SIGNATURE OF MEMBER OR DESIGNATED VOTER

PRINTED NAME OF MEMBER OR DESIGNATED VOTER

SUBSTITUTION OF PROXYHOLDER

(Owner: DO NOT COMPLETE. To be completed by designated proxyholder in the event proxyholder is unable to attend the scheduled membership meeting)

The undersigned, _____ appointed as proxyholder above, designates _____ to substitute for me in voting the proxy as set forth above.

SIGNATURE OF PROXYHOLDER

DATE: _____

THIS PROXY IS REVOCABLE BY THE UNIT OWNER AND IS VALID ONLY FOR THE MEETING FOR WHICH IT IS GIVEN AND ANY LAWFUL ADJOURNMENT. IN NO EVENT IS THE PROXY VALID FOR MORE THAN NINETY (90) DAYS FROM THE DATE OF THE ORIGINAL MEETING FOR WHICH IT WAS GIVEN. PLEASE RETURN THIS PROXY NO LATER THAN APRIL 9, 2021 OR RETURN IT IN PERSON AT THE MEETING.

**Please return to:
Delasol Homeowners' Association, Inc.
c/o Anchor Associates, Inc.
2340 Stanford Court
Naples, Florida 34112**

**AMENDMENTS TO THE DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR DELASOL**

The Declaration of Covenants, Restrictions and Easements for Delasol shall be amended as follows.

Additions are indicated by underlining. Deletions are indicated by ~~strike through~~.

1. Amendment to Section 6 to read as follows:

Section 6. LEASES. ~~No portion of a Home (other than an entire Home) may be rented. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, the rules and regulations, or of any other agreement, document or instrument governing the Lots. No lease shall be for a term of less than thirty (30) consecutive days and no Home may be rented more than three (3) times in any calendar year. A copy of the lease must be provided to the Association. The owner of a leased Home shall be jointly and severally liable with his or her tenant for compliance with the Delasol Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinated to any lien filed by the Association whether before or after such lease was entered into. In order to foster a stable residential community, the leasing of the homes by their Owners shall be governed by this section. An Owner may only lease the entire home, and then only in accordance with this section, after receiving the approval of the association. No room rental, subleasing, or assignment of lease rights by the Tenant or Owner is allowed. All leases of homes must be in writing. The tenant must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc. The following also applies to any new occupant of a Home that was not approved under the existing lease of the Home.~~

(1) Procedures.

a. Notice by the Owner. ~~An Owner intending to lease his/her home shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the first day of occupancy under the lease, together with the name and address of the proposed tenant, a fully executed copy of the proposed lease and such other information as the board may reasonably require. Application for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The Board may require the applicant and each adult occupant intending to reside in the unit to submit to a national criminal background check, credit report, and tenant history report. The Association may charge the Owner a preset fee for processing the application, such fee to be determined by the Board and not to exceed the maximum amount allowed by law as then in effect. A separate fee may be charged for each person intending to occupy the Home except that a single fee may be charged to a married couple and no extra fee may be charged for minor children.~~

b. Board Action. After the required notice and all information requested has been provided, the Board shall have fifteen (15) days in which to approve or disapprove the proposed lease. If the Board neither approves or disapproves within that time, its failure to act shall be deemed equivalent of approval and, on demand, the Board shall issue a written letter of approval to the tenant.

c. Disapproval. A proposed lease shall be disapproved pursuant to subsections (2) through (8) below only if the majority of the Board so votes. If disapproved, the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

1. The Owner is delinquent in the payment of assessments or fines at the time the application is considered.
2. The Owner has a history of leasing the Home without obtaining approval or leasing to troublesome tenant and/or refusing to control or accept responsibility for the occupancy of the Home.
3. The real estate company or rental agent handling the leasing transaction on behalf of the Owner has a history of screening tenant applicants inadequately, recommending undesirable tenants, or entering into leases without prior Association approval.
4. The application on its face indicates that the persons seeking approval intends to conduct themselves in a manner inconsistent with the Governing Documents.
5. The prospective tenant has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, a felony demonstrating dishonesty or moral turpitude, or a crime resulting in that person being on a sexual offender, sexual predator or a similar list by any governmental or quasi-governmental agency.
6. The prospective tenant has a history of conduct which evidences disregard of the rights and properties of others.
7. The prospective tenant during previous occupancy has evidenced an attitude of disregard of the Governing Documents.
8. The prospective tenant has a history of prior evictions.
9. The owner has outstanding violations on their home that have not been corrected.

10. The prospective tenant gives false or incomplete information to the Association as a part of the application procedure or the required application or transfer fees and/or security deposit are not paid.
11. The owner fails to give proper notice of their intention to lease their home to the Board of Directors.

d. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its discretion may approve or disapprove the lease. Any lease which is not approved or which is disapproved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board. If an owner allows a tenant to take occupancy of the Home without obtaining Board approval as provided in this Section, the lease is deemed disapproved and legally void, and the Board shall have the right and authority, on its own or as an agent of the Owner, to pursue legal eviction proceedings or injunctive relief to cause the removal of the unapproved tenant. The Association is authorized to deny any unapproved tenant access to the community properties. The Association may assess a late fee of \$50 if an Owner fails to give the required thirty (30) days notice prior to the first day of occupancy under the lease.

e. Manager Approval. To facilitate approval of leases, the Board of Directors may by resolution delegate its approval powers to the property manager for the Association. If the power is delegated to the property manager, only the Board of Directors shall have the power to disapprove a lease. If the property manager, after reviewing a lease and all information provided by the applicant, determines that the Association should not approve the lease, the property manager shall then forward the proposed lease to the members of the Board of Directors for their review. Notwithstanding any other time periods set forth in Section 6, the Board of Directors shall have ten (10) days after the receipt of the lease from the property manager and all information or interviews requested in which to approve or disapprove the lease.

e. Rights of Association for Owner's Non-Payment of Assessments. The legal responsibility for paying Association assessments may not be delegated to the tenant(s). Notwithstanding the foregoing, in the event an Owner is in default in payment of any monetary obligation owed to the Association, the Association shall have the authority to collect rents directly from the Owner's tenant. Upon written demand by the Association the tenant shall pay said rent to the Association. Such rental payments shall be collected in accordance with the procedures established by the Board of Directors and applied in accordance with the Governing Documents until all past due amounts are paid in full. In the event the tenant fails to remit said rents directly to the Association or provide written evidence to the Association of having paid the rent within fourteen (14) days from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. The tenant shall continue making rental payments to the

Association for the following rental period and continue to make rental payments to be credited to the Owner's past due amount until the Association releases the tenant or the tenant discontinues tenancy in the unit. If the tenant fails to make any required payment, the Association may terminate the lease and evict the tenant. For the purpose of such eviction, the Association shall be deemed to be an agent of the landlord. The authority granted in this Section is in addition to any authority granted by law.

(2) Term of lease and frequency of leasing. No lease may be for a term of less than thirty (30) consecutive days and no Home may be rented more than three (3) times in any calendar year. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No lease may be for a period of more than one (1) year and no option for the tenant to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. A lease renewal for the same approved tenant of the same owner in the same unit must be submitted to the Association 30 days prior to the lease expiration for continued access to the community and amenities. No subleasing or assignment of lease rights by the tenant is allowed.

(3) Occupancy During Lease Term. All homes are intended for single-family occupancy. No one but the tenant, family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the unit. The total number of overnight occupants of a leased home is limited to two persons per bedroom. The Board of Directors may adopt additional rules regarding Guest occupancy during a lease term, including, but not limited to, limitations regarding number of Guests permitted to occupy the unit at the same time, length of Guest stay, number of occasions for Guest occupancy, and notice requirements to the Association advising of Guest occupancy.

(4) Occupancy in Absence of Lessee. If a tenant is absent from the home for any period of time during the lease term, the family within the first degree of relationship already in residence may continue to occupy the home and may have houseguests subject to all the restrictions in the Governing Documents. If the tenant and all the family members mentioned in the foregoing sentences are absent, no other person may occupy the home.

(5) Use of Common Elements. To prevent overtaxing the facilities, an owner whose home is leased may not use the recreation or parking facilities in Delasol during the lease term.

(6) Regulation by Association. All the provisions of the Governing Documents shall be applicable and enforceable against any person occupying a home as a tenant or a guest to the same extent as the owner. A covenant on the part of each occupant to abide by the rules and regulations of the association and the provisions of the Governing Documents, designating the Association as the owner's agent with authority to terminate any lease agreement, deny the tenant access on the property and evict or otherwise cause the tenant's removal in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written and whether specifically expressed in such agreement or not. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with terminating a lease, evicting or otherwise causing the removal of a tenant, from the Owner which shall be secured by a continuing lien in the same manner as assessments for common expenses, to wit, secured by a

Lien for Charges. If a tenant, resident, other occupant, guest or invitee of the Owner or tenant fails to abide by the Governing Documents, the Owner shall be responsible for the conduct of the tenant, residents, occupants, guests and invitees and shall be subject to all remedies set forth in the Governing Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. Any fines assessed by the Association to a tenant that remain unpaid may be assessed against the Owner and the parcel. Any legal fees incurred by the Association to collect the fines may also be assessed to the Owner and the Owner's parcel if such fees remain unpaid by the Tenant for a period of thirty (30) days.

(7) Fees for the Lease of Homes. Whenever the Board's approval is required to allow the lease of the Home, the Association may charge the owner a preset fee for processing the applications, such fee not to exceed the maximum amount allowed by law as then in effect. No fee may be charged for approval of a renewal or extension of a lease with the same tenant. The Association may require the applicant and each adult occupant intending to reside in the Home to submit to a national criminal background check as part of the application process, which shall be paid for by the tenant and meet specifications deemed appropriate by the Board. A separate fee for any background check may be charged for each adult person intending to occupy the Home except only one fee may be charged for a married couple. No application will be processed without the required fee.

(8) Association as Owner's Agent. The Association shall have the authority to act as the owner's agent to undertake any action necessary to abate the tenant's noncompliance, including, without limitation, the right to file an action for eviction or injunctive relief to cause the tenant's removal in the name of the Association in its own right or as an agent of the owner. The tenant and Owner agree that the Association may proceed against either the Owner or the tenant or both and that the Owner and the tenant shall be jointly and severally responsible for the Association's costs and expenses, including attorney's fees, in abating a tenant's noncompliance or seeking the removal of the tenant from the Home.

(9) Occupancy Deemed Tenancy. Person(s) occupying a Home for more than twenty (20) days without the Owner or the Owner's family members within the first degree of relationship by blood, adoption or marriage being present shall not be deemed a guest, but, rather, shall be deemed a tenant for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration and Section 6 which apply to Tenants. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Section 6 and the Board of Directors of the Association shall enforce, and the Unit Owners comply with same with due regard for such purpose.

(10) Priority of Liens. Any lease of a Lot shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed.

.....

2. Amendment to Section 8 to read as follows:

Section 8. AMENDMENT AND MODIFICATION. The process of amending or modifying this Declaration shall be as follows:

1. ~~Until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do not materially impair the common plan of development of Delasol; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request.~~ Intentionally Left Blank.

2. ~~After the Turnover Date, Except as otherwise provide by law, or by a specific provision of the Delasol Documents, this Declaration may be amended by: (i) the consent of the Owners owning two-thirds (2/3) of all Lots; at least two-thirds (2/3) of the Owners who are present and voting, in person or by proxy, at any annual or special meeting of the members called for that purpose; together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the Amendments may also be approved by written consent of Owners owning two-thirds (2/3) of the Lots may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.~~

3. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by ~~Declarant alone until the Turnover Date and by the Board thereafter~~ and without the need of consent of the Owners.

4. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Association or of any Institutional Mortgagee under the Delasol Documents without the specific written approval of such party affected thereby. In addition, notwithstanding anything to the contrary contained herein, no amendment to this Declaration shall be effective which shall eliminate or modify the provisions of Section 6 of this Article XIII and any such amendment shall be deemed to impair and prejudice the rights of the Declarant.

5. A true copy of any Amendment to this Declaration shall be sent certified mail by the Association to Declarant and to all Institutional Mortgagees holding a mortgage on any portion of the Committed Property requesting notice. The amendment shall become effective upon the recording amongst the Public Records of the County of said amendment or any Supplemental Declaration to this Declaration which sets forth any amendment or modification to this Declaration.

6. Notwithstanding anything contained herein to the contrary, Declarant may, without the consent of any Owners, file any amendments which may be required by an Institutional

Mortgagee for the purpose of satisfying its development criteria or such other criteria as may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; provided, however, any such Declarant filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

7. Any proposed amendment to this Declaration which alters the Surface Water and Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the Association Property, must have the prior written approval of SFWMD. This Section may not be amended without the consent of SFWMD.