

Placido Bayou Community Association, Inc.

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March 21, 2018

The PBCA Special Owners Meeting for March 20th, 2018 was reconvened to **April 17th, 2018** due to lack of a quorum. **WE ONLY NEED 50** more proxies to hold the meeting, so **IF YOU HAVE NOT YET TURNED IN YOUR PROXY**, we would appreciate your help by sending it in. We have included a proxy.

All proxies that were already sent in are still good for the reconvened meeting (we appreciate that many owners sent them in). Below you will find the required meeting notice for the reconvened meeting.

Agenda
SPECIAL MEETING of the MEMBERSHIP
of
PLACIDO BAYOU COMMUNITY ASSOCIATION, INC.

TO ALL MEMBERS:

A Special Meeting of the Membership of Placido Bayou Community Association, Inc. will be held on the following date, time and location:

DATE AND TIME: April 17, 2018 at 6:30 PM

LOCATION: Placido Bayou Office Building
4691 Laurel Oak Lane
St. Petersburg, FL 33703

1. Call to order by the Chair.
2. Proof of meeting notice.
3. Determination of a quorum.
4. Vote on Amendments to the Governing Documents
5. Adjournment

Options for returning your proxy:

Mail your proxy to Placido Bayou at 4691 Laurel Oak Lane NE, St. Petersburg, FL 33703.

Envelope included.

Drop it off at the PBCA Box (under the bulletin board in the parking lot).

Scan and email your signed proxy to PBCAMAIL@GMAIL.COM

Fax your proxy to 727-528-0385.

Summary of amendments:

Amendment #1: Election

Over the years, PBCA realized that there were conflicting election procedures stated in the original documents. They have been amended from time to time to help with this issue. This amendment clarifies the procedure which is summarized as follows:

There are 11 members (one from each neighborhood) on the PBCA board with 2-year staggered terms. When a position is open for election a notice is sent to all the owners of **that neighborhood** asking if anyone is interested in running for the position. If more than one person is interested in the position, there will be an election with a ballot sent to all the owners of **that neighborhood** with the candidates' names listed. The owners will vote by secret ballot, as detailed in the amendment.

Amendment #2: Books, Records, and Finances

The purpose of this amendment is to streamline the PBCA bill-paying process. With electronic bill paying processes and other faster options available today, the Board would like to update the requirement for two in-person signatures so that we can take advantage of current methods.

Amendment #3: Trash Containers

In the past thirty years, trash containers have gotten bigger, and recycling containers have been added. The current documents state storage requirements that are now almost impossible to abide by or enforce. So that we can be flexible and make adjustments as the situation changes, this amendment moves the regulation of trash containers to the rules and regulations.

Amendment #4: Leases

The purpose of this amendment is to prevent short-term (less than one year) leasing and vacation rentals (such as through Air BnB), to make sure homes aren't leased to large groups of unrelated people, and to clarify the leasing process.

Vacation rentals (short term leasing) in St. Petersburg are in great demand especially with the promotions of Air BnB and other agencies. Neighborhoods such as ours are regulating against them because they change the character, culture and ambiance of the area. Unknown people with no long-term interest in the appearance and atmosphere of the neighborhood are often not good neighbors. Even the banks and mortgage lenders have become more cautious about lending to applicants for home purchase in the neighborhoods which have not eliminated short term leasing and property values begin to decline. We strongly recommend approval of this amendment.

Amendment #5: Collection of Association's Assessments:

This amendment was recommended by our legal counsel and is to assist in collection of maintenance fees during a foreclosure. The new wording will allow us to collect the maximum amount of maintenance fee from banks in foreclosures.

THE BOARD RECOMMENDS YOU VOTE "YES" ON THESE AMENDMENTS.

Sincerely,

Dietta Burgoyne

Placido Bayou Community Association
Property Manager

PROPOSED AMENDMENTS
TO THE BYLAWS AND DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS OF
PLACIDO BAYOU COMMUNITY ASSOCIATION, INC.

The following are proposed amendments to the Master Declaration of Covenants, Restrictions and Easements of Placido Bayou Community Association, Inc., originally recorded in Official Records Book 5848, Page 1477, and to the Bylaws of Placido Bayou Community Association, Inc., originally recorded as an Exhibit to the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou recorded in Official Records Book 5848, Page 1477, public records of Pinellas County, Florida, and as subsequently amended.

NOTE: New wording is underlined, deleted wording is ~~stricken through~~, and *** indicates omitted text.

Item No. 1: ARTICLE VII, Section 5 of the Bylaws of Placido Bayou Community Association, Inc., is amended to read as follows:

ARTICLE VII. DIRECTORS

5. Election and Term.

(a) The election of Directors will be conducted at the annual meeting by secret written ballot. Each neighborhood shall elect one Director.

(b) Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver to each Owner entitled to vote for the neighborhood a first notice of the date of election. Any Owner desiring to be a candidate for the Board of Directors must give written notice to the Association not less than forty (40) days before the scheduled election.

(c) The Association shall mail or deliver a second notice of election to all Owners entitled to vote therein for the neighborhood, together with the agenda for the annual meeting, and a ballot which shall list all candidates. Upon request of a candidate, the Association shall also include an information sheet, no larger than 8 ½ inches by 11 inches, which must be furnished by the candidate no fewer than thirty-five (35) days before the election, to be included with the mailing of the ballot.

(d) Owners shall receive one ballot for each Lot owned. An Owner may vote only for a Director for his or her neighborhood.

(e) Ballots shall be placed in an inner envelope with no identifying markings and mailed or delivered to the Association in an outer envelope bearing identifying information reflecting the name of the Owner, the Lot for which the vote is being cast, and the signature of the Lot Owner casting the ballot. If more than one ballot is submitted for a Lot, the ballots for that Lot shall be disqualified.

~~(a) Each person named in the Articles of Incorporation as a member of the initial Board shall hold office until the Turnover Meeting of the membership and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death.~~

~~(b) All elections of directors must satisfy the requirements of the Articles of Incorporation and the Master Declaration.~~

~~(c) At the Turnover Meeting, one half (1/2) of the directors entitled to be elected by the membership, or as close to such number as possible, shall be elected to serve until the next annual meeting. The remaining directors shall be elected to serve for an additional year and until the following annual meeting.~~

~~(d) At the annual meeting first described at Subsection (c) above and at each annual meeting thereafter, directors shall ordinarily be elected to serve a term of two (2) years. It is the intention of the Community Association that the terms of the directors shall be staggered so that at each annual meeting only one-half (1/2) of the number of directors specified in Section 4 above, or as close to such number as possible, shall be elected; therefore, directors may be elected for a term of one (1) year whenever the circumstances dictate such abbreviated term in order to maintain the intended balance.~~

~~(e) Each director elected under this Article shall hold office for the term for which he or she is elected and until his successor shall have been elected and qualified or until his or her earlier resignation, disqualification, removal from office or death.~~

(i) Cumulative voting is not allowed. Persons receiving the largest number of votes shall be elected.

(j) The Board of Directors may adopt additional procedures regarding the election process provided any such procedures are consistent with the provisions set forth herein.

Item No. 2: ARTICLE XVIII, Section 3, Paragraph (c) of the Bylaws of Placido Bayou Community Association, Inc., is amended to read as follows:

ARTICLE XVIII. BOOKS, RECORDS AND FINANCES

3. Funds

(c) The authorized signers on all depository accounts shall be the President, Vice-President, Secretary, Treasurer or such other officers or persons as the Board may from time to time designate in writing. ~~All checks over Three Thousand Dollars (\$3,000.00) must be signed by two authorized signers, one of whom must be an officer of the Association; checks for less than Three Thousand Dollars (\$3,000.00) may be signed by any one of the authorized signers.~~ Checks shall be issued only for all bills within the provisions of the budget adopted by the Board or pursuant to special appropriations made by the Board.

Item No. 3: Article IX, Section 2, of the Declaration of Covenants, Restrictions and Easements regarding Trash Containers is hereby amended to read as follows:

ARTICLE IX
PERMITTED AND PROHIBITED USES

Section 2. Trash Containers. All trash containers and contents thereof shall be stored and properly disposed of in a manner consistent with the rules and regulations adopted by the Board of Directors from time to time. ~~or in a screen area not visible from the streets or adjoining Dwelling Units, or as otherwise required by the City of St. Petersburg, Florida.~~ No Lot or other portion of Placido Bayou shall be used or maintained as a dumping ground for rubbish. ~~For purposes of periodic trash removal, within twenty four (24) hours prior to pick-up, an Owner may place his covered trash container(s) at a location convenient for pick-up. All such covered trash containers shall be removed from the pick-up location by the Owner within twelve (12) hours of pick-up.~~

Item No. 4: Article IX, Section 10 of the Declaration of Covenants, Restrictions and Easements for Placido Bayou Community Association, Inc., is amended to read as follows:

ARTICLE IX.
PERMITTED AND PROHIBITED USES

10. Leases. All Dwelling Units and Condominium Units must be occupied as a single family residence. A single family shall include persons who are all related by blood, marriage, legal adoption or fostering; or no more than two unrelated persons living and cooking together as a single housekeeping unit. Dwelling Units and Condominium Units may be leased, but no lease shall be for a period of less than one year. Vacation rentals (including, but without limitation, any advertising or rentals though Airbnb, VRBO, etc.) are strictly prohibited. No portion of a Lot, Dwelling Unit or Condominium Unit may be rented for any purpose. This restriction specifically includes leasing and/or licensing a unit for short term occupancy (any period of less than one year) regardless of whether or not the Owner is residing in the Unit at the time of the leased or licensed occupancy. Additionally, all leasing and occupancy of a Dwelling Unit or Condominium Unit shall comply with the restrictions, rules, regulations and procedures of the Neighborhood Association within which such Unit is located.

~~No portion of a Lot, Dwelling Unit or Condominium Unit (other than an entire Lot, Dwelling Unit or Condominium Unit) may be rented. Each lease for any Lot, Dwelling Unit or Condominium Unit shall be restricted to occupancy by a Single Family. No Parcel, nor any part thereof, shall be rented without the prior written consent of the Community Association. All leases shall be on forms approved by the Community Association and shall provide that the Community Association shall have the right to terminate the lease upon default by tenant in observing any of the provisions of any Master Declaration. Owners wishing to lease their Units shall be liable to required to place in escrow with the Community Association a sum as determined by the Board which may be used by the Community Association for the cost to repair any damage to the Community Properties or other portions of Placido Bayou resulting from acts or omissions of tenants. The Owner will be jointly and severally liable with the tenant to the Community Association for any amount in excess of such sum which is required by the Community Association to effect such repairs or to pay any claim for injury or damage to property caused by the acts or omissions, whether intentional or negligent, of the tenant. Any balance of such deposit, if any, less an administrative charge as determined by the Board, shall be returned to the Owner within ninety (90) days after the tenant and all subsequent tenants permanently vacate the subject Unit. The Community Association has the right but not the obligation to act as the agent of the Owner for purposes of bringing any eviction proceedings which it deems necessary. The Community Association and the Owner shall both have the right to collect attorneys' fees against any occupant or tenant in the event that legal proceedings must be instituted against such occupant or tenant for his eviction or for enforcement of the Declaration, including fees for appellate review and post judgment proceedings. Developer is exempt from the provisions of this Section.~~

Item No. 5: Article VII, Section 3(e) of the Declaration of Covenants, Restrictions and Easements for Placido Bayou Community Association, Inc., is amended to read as follows:

ARTICLE VII
LIABILITIES, LIENS, INTEREST AND
COLLECTION OF ASSOCIATION'S ASSESSMENTS

(e) ~~Where a Mortgagee or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage, or where a Mortgagee of record accepts a deed to said Unit in lieu of foreclosure, such acquirer of title and its successors and assigns, shall be liable for the unpaid assessments, and any other monetary amounts that came due against the Unit, prior to the mortgagee's acquisition in the manner determined and set forth in the Florida Statutes, as amended from time to time. shall not be liable for any Assessment by the Community Association pertaining to such Unit or chargeable to the former Owner which became due prior to acquisition of title as a result of the foreclosure, or acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for Assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid Assessment shall be deemed to be Operating Expenses, collectible from all of the Owners, including such acquirer, its successors and assigns. A Mortgagee acquiring title to a Unit, as a result of foreclosure, of a deed in lieu of foreclosure, or otherwise may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of any or all of Assessments coming due during the period of such ownership.~~

END OF PROPOSED AMENDMENTS