

## SPRINGWOOD VILLAS II, INC.

### OPEN LETTER TO OWNERS

August 12, 2020

Dear Fellow Owners:

Please find enclosed proposed amendments to the Declaration of Condominium to address roof maintenance, repair and replacement, which the Board feels is in the best interests of the Condominium as a whole.

As you may be aware, the Declaration currently provides that owners of stand-alone condominium units are responsible for their own roofs whereas, owners of villa type units are addressed with the Association performing maintenance, repair or replacement and then billing the owners of the villa type units. Although this is how the Declaration addresses roof maintenance, repair or replacement on the villa type units, the Association and individual villa owners have not consistently addressed roof maintenance, repair or replacement in this manner. Individual owners of villa type units have often made repairs or replacements to their roofs on their own schedules some in conjunction with other owners and some on their own.

The enclosed proposed amendment seeks to align the Declaration provisions with how roof maintenance, repair and replacement has been handled throughout the years. The Board is of the understanding that the majority of owners of the villa type units prefer to have control over when and how their roofs are repaired or replaced. The proposed amendment seeks to allow individual villa owners to make their own decisions for roof repair or replacement and to relieve the Association from liability for roof maintenance, repair or replacement (with the exception of damage caused by hurricane or other insurable event).

The current amendment provision in the Declaration requires an affirmative vote of two-thirds (2/3) of the condominium parcels at a duly called meeting of the membership of the Association in order to adopt an amendment. **Please encourage your neighbors to actively engage in the process and cast their vote one way or another.**

Please understand that if the enclosed proposed amendment does not receive the necessary vote so that the Declaration provisions align with how the community addresses roof maintenance, repair and replacement, the Association will be forced to raise assessments for villa type owners to provide for a roof reserve and to the extent that there is future litigation involving the villa roofs, owners of both villa type units and stand alone units may be required to cover the legal fees and any judgment entered as a result of the Association having a repair or replacement obligation whereas the Association (and thereby members of the Association) would not have any liability where there is no obligation for the Association to provide roof maintenance, repair or replacement.

We would encourage owners having any questions or comments with regard to the proposed amendments to please contact the Board; otherwise, the Board of Directors encourages your YES vote with regard to the proposed amendments to the Declaration enclosed herein.

Please cast your vote on the enclosed Limited Proxy form and return same to Ameri-Tech Community Management, Inc., 24701 U.S. Highway 19 N., Suite 102, Clearwater, FL 33763 or via e-mail at [jkidd@ameritechmail.com](mailto:jkidd@ameritechmail.com) at your earliest convenience or by hand delivery prior to the time of the meeting.

Again, the Board encourages your active participation and needs your vote in order to effectuate the proposed changes.

Should you have any questions or concerns, please do not hesitate to contact the Board of Directors.

Sincerely,

Your Board of Directors  
Springwood Villas II, Inc.

## Why should we change the Article 15A(3) of the Declaration?

All owners (individual units or villa owners) have to pay for their roof repairs or replacements of roof covering.

All owners should have the right to have a professional determine if their roof coverings need to be repaired or replaced and not have this dictated by the Board of Directors.

The need for roof repairs and replacements of roof covering happen at different time even if they are connected. No unit owner should pay for replacement of roof coverings that are still in good condition.

The villa tile roofs are in groups of two, three, four, five and the end units are independent tile roofs. Individuals in any group would be able to do their roofs as a group or individually rather than the Board of Directors dictating full replacement.

The villa roof coverings can and have been repaired or replaced as needed on individual villa units indicating that it is not necessary to treat villa roofs any different than other unit roofs.

The exception for how villa roofs are handled is not necessary and should be eliminated to protect the association's financial assets.

**If Article 15A(3) is not changed and because of the recent settlement of the lawsuit which all owners are paying for, the following will need to be instituted to protect the association from any further lawsuits in the future.**

All villas roof coverings that are interconnected will be required to be done at the same time and this may result in villa owners incurring expenses twice where they have recently performed repairs or replacements of their unit's roof.

The association would have to pay to have roofs done and collect the costs from the villa owners and individual villa owners would not have any say on when their roof is replaced or when they incur the roof expense. The Board will proceed with establishing a reserve fund for roof replacement on the villas which will cause the dues for the villa unit owners to be increased.

If the villa owners do not pay, the association will be forced to lien and foreclose on any delinquent accounts.

Any lien cost, foreclosure costs, and legal fees the association has to pay will be added to the villa owners cost for their roof repair and replacement of their roof covering.

The villa owners would have to accept the contractor the board approves.

# SPRINGWOOD VILLAS II CONDOMINIUM ASSOCIATION, INC

## MEMBERSHIP MEETING

NOTICE is hereby given that the Membership is holding a meeting at the following DATE , TIME, and LOCATION:

- **DATE / TIME:** September 22, 2020 at 7:00 PM

**LOCATION:** Zoom Meeting

<https://us02web.zoom.us/j/81033451464?pwd=bHBSUmxELO1lQk1JdVpQYVVRKcjZtZz09>

Meeting ID: 810 3345 1464

Passcode: 851126

One tap mobile

+13017158592,,81033451464#,,,,,0#,,851126# US (Germantown)

+13126266799,,81033451464#,,,,,0#,,851126# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: 810 3345 1464

Passcode: 851126

- Find your local number: <https://us02web.zoom.us/u/kgb0BBNj5>

1. Call to Order
2. Pledge of Allegiance
3. Proof of notice of the meeting
4. Determination of a quorum
5. New Business
  - a. Approve Amendments to the association documents
6. Adjournment

**ALL OWNERS ARE ENCOURAGED TO ATTEND BY ZOOM**

Posted: September 8, 2020

BY ORDER OF THE BOARD OF DIRECTORS

SPRINGWOOD VILLAS II, INC.  
LIMITED PROXY  
MEMBERSHIP MEETING  
SEPTEMBER 22, 2020  
7:00 P.M.

TO: Secretary

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned hereby appoints the corporate Secretary, his or her designee, or \_\_\_\_\_ (if blank is not filled in, then the corporate Secretary, or his or her designee shall serve as the proxyholder), attorney and agent with the power of substitution for and in the name, place and stead of the undersigned, to vote as proxy at the Members Meeting of the Association, to be held via Zoom:

Meeting ID: 116696359

Password: 10440#Video

at 7:00 p.m. and any adjournment thereof, according to the number of votes that the undersigned would be entitled to vote if then present in accordance with the specifications hereinafter made, as follows:

This Proxy may be used for quorum purposes.

Limited Powers

I hereby specifically authorize and instruct my proxy to cast my vote in reference to the following matters only as indicated below.

Shall Section 3, Definitions, Subsection (b), Common Elements, and shall Section 15, Maintenance, Alteration and Improvement, Subsection A, Units, Paragraph (3), Exterior, Maintenance and Repair of Building, of the Declaration of Condominium, be amended to read as shown on the attached Exhibit "A" entitled Schedule of Amendments to Declaration of Condominium Ownership of the Springwood Villas II, Inc., Community?

\_\_\_\_\_ Yes, in favor  
of amendment.

\_\_\_\_\_ No, not in favor  
of amendment.

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

Dated: \_\_\_\_\_

Unit Owner Signatures

\_\_\_\_\_

Unit Owner Printed Name

Unit Address: \_\_\_\_\_

\_\_\_\_\_

**SUBSTITUTION OF PROXY**

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

Dated: \_\_\_\_\_

Proxy \_\_\_\_\_

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

SCHEDULE OF AMENDMENTS  
TO DECLARATIONS OF CONDOMINIUM OWNERSHIP  
OF SPRINGWOOD VILLAS II, INC.

ADDITIONS INDICATED BY UNDERLINE  
DELETIONS INDICATED BY ~~STRIKE THROUGH~~  
OMISSIONS INDICATED BY ELLIPSIS....

1. Section 3, Definitions, Subsection (b), Common Elements, of the Declaration of Condominium, shall be amended to read as follows:

(b) Common Elements – Portion of the condominium property not included in the condominium unit. In addition, the roofs throughout the community shall be deemed Limited Common Elements to the extent that same shall be maintained by the unit owners pursuant to Section 15 of this Declaration.

2. Section 15, Maintenance, Alteration and Improvement, Subsection A, Units, Paragraph 3, Exterior, Maintenance and Repair of Building, of the Declaration of Condominium, shall be amended to read as follows:

(3) Exterior Maintenance and Repair of Building. Each unit owner, including both individual home and villa type units, shall be responsible for routine maintenance, repair and replacement of any and all roof covering materials such as tile, shingle or the like, as well as all underlayment and structural components of the roof directly over such condominium unit at each unit owner's sole and individual expense, and the Association's responsibility shall be limited solely to the cleaning and painting of the exterior surface of the tile roof when cleaning is determined to be needed in the sole and absolute discretion of the Board of Directors. In the event of repair and/or replacement necessitated by an insured loss, the Association shall be responsible for repairs/replacement and for the costs of said repairs/replacement in accordance with Florida Statute Section 718.111(11) as same may be amended from time to time since the Association is responsible for insuring the buildings in accordance with applicable law. This provision is with the exception of repair and replacement of the roofs of villa type condominium units, whereby all maintenance, repair and replacement of villa type roofs will be performed at the sole discretion and determination of the Board of Directors with the costs of said maintenance, repair, or replacement being borne on a pro-rata basis by the owners of the villa type condominium units affected.

No unit owner shall commence with the replacement of the roof above their unit without the prior approval of the Association. The Board of Directors shall, from time to time, promulgate standards and specifications regarding the style, structure, materials and workmanship to be used for roof repairs and replacement. Repairs and replacements made in accordance with such standards and specifications shall not be deemed material alterations to the Common Elements and shall not require the approval of other owners. After receiving approval from the Association, owners shall give all adjoining neighbors no less

EXHIBIT "A"

than seven (7) days' notice of commencement of the work, and may request access through an adjoining neighbor's unit as part of the notice, if necessary, and such access shall not be unreasonably denied. The Association shall not be responsible for the resolution of disputes arising between owners in relation to roofing issues. Owners shall be responsible for any and all damage to the Common Elements and neighboring units arising from the failure to properly maintain their roof and/or the negligent repair or replacement of their roof.