

# Northglen Homeowners Association, Inc.

## Special Membership Meeting – September 11, 2021 Important Information Regarding Proposed Declaration Amendment

Dear Member:

You are receiving this letter to provide you with information regarding an amendment to the Association's governing documents that is to be voted on at the upcoming special membership meeting on **September 11, 2021, at 9:00 a.m.** at the **Thrasher-Horne Center, St. Johns River State College, Room E, located at 283 College Drive, Orange Park, FL 32065.** Your attention and participation to the matters discussed herein is greatly appreciated.

Enclosed you will find a proposed amendment to the Declaration of Covenants, Conditions and Restrictions for Northglen ("Declaration") concerning leases of homes within the community. The Board believes the proposed amendment will help preserve the residential character of the community by prohibiting short-term rentals while not overly limiting or regulating Owners' rights to lease their homes. Specifically, the proposed amendment prohibits an owner to lease his or her Residence during the first two (2) years of ownership. After the initial leasing prohibition, all leases must be in writing and must have a minimum term of twelve (12) consecutive months. The proposed amendment also allows Owners to seek an exception to the lease restrictions if the owner is experiencing a hardship, subject to the approval of the Board. Lastly, it is important to note that **the proposed amendment would only apply to those owners who take title after the amendment is recorded in the public records. Thus, the amendment would only affect future purchaser of Lots within the community and will not otherwise affect current Owners.** Please see that attached proposed amendment for the complete text.

The Board would greatly appreciate your support by voting "Yes" to the proposed amendment. To pass, **the amendment requires approval of at least sixty-six percent (66%) of the membership.** To exercise your vote, you may either: (1) attend the special membership meeting and vote in person; or (2) if you are not able to personally attend the meeting, you may complete the enclosed proxy and check "Yes" or "No" to direct your proxy to vote on your behalf. If you choose option (2), please be sure to carefully complete the enclosed proxy and mail it to the Association prior to the meeting so that your vote may be counted. Once complete, please mail your completed proxy so that it reaches the Association by no later than September 10, 2021, to:

**Shared Interest Community Solutions.  
P.O. Box 806  
Boca Raton, FL 33429**

You may also scan and email the completed proxy to [karen.sharedinterest@gmail.com](mailto:karen.sharedinterest@gmail.com).

Thank you for your attention and for your participation as a member of the Association and the community. If you have any questions or concerns, please do not hesitate to contact your Community Association Manager.

Sincerely,

Board of Directors  
Northglen Homeowners Association, Inc.

Enclosures:  
Meeting Notice & Agenda  
Proxy  
Proposed Amendment to the Declaration

**SPECIAL MEMBERSHIP MEETING NOTICE & AGENDA**

**NOTICE IS HEREBY GIVEN** that a special meeting of the members of Northglen Homeowners Association, Inc. will be held at the time, date, and location specified below:

DATE: September 11, 2021

TIME: 9:00 a.m.

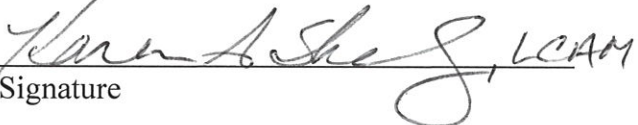
LOCATION: Thrasher-Horne Center, St. Johns River State College, Room E  
283 College Drive  
Orange Park, FL 32065

The agenda for the meeting is as follows:

1. Call to order.
2. Proof of notice of meeting.
3. Certification of Proxies.
4. Determination of Quorum.
5. Opening Remarks by Board.
6. Questions & Answer from homeowners (3 minutes maximum).
7. Conduct membership vote regarding proposed amendment to the Declaration of Covenants, Conditions and Restrictions for Northglen.
8. Adjournment.

Dated this 16 day of AUGUST, 2021.

Northglen Homeowners Association, Inc.

  
Signature

KAREN A. SHELLY, LCAM  
Print Name



**PROPOSED AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR NORTHGLEN**

The following changes to the Declaration of Covenants, Conditions and Restrictions for Northglen are recommended for approval.

*(Additions are indicated by underline (with any additions in headings only indicated by double underline), deletions are indicated by ~~strikethrough~~)*

**ARTICLE V – LAND USE AND BUILDING TYPE**

42. Leasing. Leasing of any Residence is prohibited for a period of not less than two (2) years from the Owner's acquisition of title to the Residence. This initial leasing prohibition shall apply to all subsequent transfers of title, including, but not limited to, any sale or transfer of a lot to a third party (excluding sales or transfers to (A) an Owner's spouse, (B) a person cohabitating with the Owner, and (C) a corporation, partnership, company or legal entity in which the owner is a principal), a sale or transfer pursuant to a foreclosure, deed in lieu of foreclosure, or otherwise.

After the initial leasing prohibition, an Owner may lease his or her Residence subject to the following restrictions: all leases of Residences must be in writing; all leases shall be for a minimum of twelve (12) consecutive calendar months and no Residence may be leased more than once during any calendar year; no fraction or portion of a Residence (other than the entire Lot and residential dwelling) may be leased; and individual rooms within a Residence may not be separately leased.

The restrictions contained in this Section 42 shall apply only to those Owners who acquire title to a Lot after the recording of this amendment in the public records of Clay County, Florida. For the purposes of this paragraph, a change of ownership does not occur when the Lot is transferred (1) by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (2) to an heir resulting from the death of the Owner; (3) by decree of a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the former Owner becomes an Owner of the Lot; or (4) into an inter vivos trust in which the Owner is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Lot. The Board shall have the authority to require certain information related to the transfer of a Lot to determine if one of the above exceptions apply to the Owner who acquires title to a Lot after this amendment is recorded.

The Association may adopt a form that Owners must complete incident to any lease or non-owner occupancy of a Residence, which may request information the Association may deem appropriate, including, but not limited to, a copy of the lease agreement, the designation of a mailing address for the Owner to receive official Association correspondence, and contact information for the tenants and/or occupants. All tenants and other invitees shall comply with the Association's governing documents. The lease shall also specifically provide (or, if it does not,

shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration (and all exhibits thereto), and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease). Pursuant to this Declaration, the Association's Board of Directors shall have the power to make and enforce additional reasonable rules and regulations regarding the leasing of Residences.

If the Owner is experiencing a hardship, the Owner may seek to lease his or her Residence which would otherwise be in violation of the foregoing restrictions by applying to the Board of Directors for a hardship leasing permit. The Board of Directors shall have the authority to issue or deny requests for hardship leasing permits, in its discretion, after considering the following factors: (i) the nature, degree and likely duration of the hardship; (ii) the harm, if any, that will result to the Association if the permit is approved; (iii) the Owner's ability to cure the hardship; and (v) whether previous hardship leasing permits have been issued to the Owner. A "hardship" as described herein shall include, but not be limited to, the following situations: (i) an Owner must relocate his or her residence outside of Subdivision and cannot, within six (6) months from the date that the Lot was placed on the market, sell the Lot except at a price below the current appraised market value, after having made reasonable efforts to do so; (ii) where the Owner dies and the Lot is being administered by his or her estate; and (iii) the Owner takes a leave of absence or temporarily relocates and intends to return to reside on the Lot. Hardship leasing permits shall be automatically revoked if, during the term of the permit, the lease is in compliance with the restrictions set forth herein. The Board of Directors shall be entitled to review each hardship permit request on a case by case basis, and shall not be obligated to issue despite similar facts or circumstances with a request which resulted in a hardship permit being approved.

For purposes of this Section, the term "Residence" means and includes any residential dwelling together the Lot upon which it is constructed. "Lease" or "leased" means any arrangement, written or oral, by which a natural person or persons or a legal entity shall occupy, take possession of or be permitted to occupy or take possession of a Residence or any part or portion thereof in exchange for valuable consideration, whether in cash or in kind, promised or delivered, and shall include, without limitation, a lease, rental agreement, an occupancy or license agreement, an occupancy permit, short-term vacation rentals, hosting and guest services (including, without limitation, services such as VRBO, Airbnb, HomeAway, and other such similar services), and any other arrangement by or under which a person or legal entity may possess or occupy a Residence for any period of time.