

**UNIVERSITY ESTATES PROPERTY OWNER'S ASSOCIATION, INC.**

c/o Community Management Specialists

Post Office Box 620368

Oviedo, FL 32762

(407) 359-7202 (407) 971-1490 fax

**NOTICE OF MEMBERSHIP MEETING**

**To: All members**

**Notice** is hereby given that a special meeting of the members of UNIVERSITY ESTATES PROPERTY OWNER'S ASSOCIATION, Inc will be held at the following date, time and place:

DATE: September 24, 2008  
HOUR: 7pm  
PLACE: East Lake Elementary School CAFETERIA  
3971 North Tanner Road  
Orlando, FL 32826

**PURPOSE:** Annual Meeting, Election of Directors, Special Assessment Vote, Document Change Vote

**VOTING.** There shall be allowed only one (1) vote per lot per issue to vote

**PROXIES.** If you cannot be present for the meeting, it is important for you to designate a proxy both so the necessary quorum requirements can be met and your proxy can vote for you on the issues at the meeting. A proxy form is enclosed and should be completed and returned to the association. The proxy form must be signed either by all owners, or by the owner who will cast the vote.

**AGENDA.** The meeting agenda is included with this notice. If you have any questions concerning this meeting, or the operation of your association, contact a board member or the management company for assistance.

Dated: September 9, 2008  
University Estates Property Owners Association, Inc.

By: Board of Directors

I HEREBY CERTIFY that a copy of this Notice of Meeting has been sent by first class U.S. mail to each parcel owner at his or her address as it is on file with the Association, this 9<sup>th</sup> of September, 2008.



Tracy A. Ayotte, Management Representative  
For the Board of Directors

# UNIVERSITY ESTATES PROPERTY OWNERS ASSOCIATION, INC.

DATE: September 24, 2008

TIME: 7pm

PLACE: East Lake Elementary School Cafeteria  
3971 North Tanner Road  
Orlando, FL 32826

1. Call roll & certify proxies
2. Affidavit of Notice
3. Election of Directors
4. State of the Association
5. Announcement of Election Results
6. Other Business
  - Special Assessment Vote – Removal of Tussocks
  - Section 20- Rental/ Lease Document Changes Vote
7. Adjournment

\*After the meeting, the newly elected Board of Directors will hold a short meeting to elect officers and establish their first meeting date.\*



Community Management Specialists, Inc.  
P.O. Box 620368  
Oviedo, Florida 32762  
ph. 407-359-7202  
ph. 866-359-7202  
fax. 407-971-1490

September 9, 2008

Dear University Estates POA, Inc. Homeowner,

The Board of Directors has asked I write to you to advise of the expenses incurred when a quorum is not attained at the Annual meeting. A quorum is defined as the number of voting representatives required to be present in person or by proxy to officially conduct business.

Homeowners may ask, "How do we vote for board members, if we do not know who is running?" The way the documents are written allows members to be nominated from the floor or at the meeting. A nomination form is sent out with the notice to ask potential candidates to fill out so they are pre-printed on the ballot which is distributed at the meeting.

Homeowners often times attend the meetings for informational purposes only, and then decide they would like to be on the Board to contribute to their community. These homeowners are called write-in candidates, therefore, it is impossible to know all the candidates until the meeting occurs. If you would like to be considered for the Board of Directors, a Candidate Information Form is enclosed for your convenience. In addition, informational pages for homeowners who would like to be considered for your vote are also included in this packet.

In addition to the election, the membership will be asked to vote on two important issues facing the community at this time. These include the changes to the Documents for Rental and Leasing of homes and the Special Assessment for the removal of the tussocks in the lake. Please take the time to review these two items.

If you do not plan to attend the Annual meeting, we kindly ask you to complete the enclosed proxy form so the Association can conduct an official meeting. Multiple mailings of the meeting notice cost the Association nearly \$800.00!

Sincerely,

A handwritten signature in cursive script that reads "Tracy A. Ayotte".

Tracy A. Ayotte  
Management Team Representative  
University Estates POA, Inc.

## **Proposal for a Special Assessment to Remove Tussocks from Lakes 1, 3, and 4**

In some of our lakes, bottom sediment has floated to the surface and native vegetation has subsequently become established on them. These floating mud islands are often referred to as tussocks. The tussocks are aesthetically unattractive and have decreased the surface area of our lakes. Strong winds can free them to drift against any shore.

Most of the tussocks are located in Lake 3, Hidden Lake, and Lake 1, Mallard Lake. Lake 4, Deer Run Lake has a single large tussock.

Government agencies have indicated that there wouldn't be an objection to removal of the tussocks.

Two companies that specialize in removal of tussocks were asked to submit estimates for removal of tussocks from Lakes 1, 3, and 4. Based on the submittals, the Board estimates that the cost for removal of the mud islands from the three lakes will be about \$105 per household. This amount will be presented as a Board of Directors motion for a one time special assessment for removal of tussocks from Lakes 1, 3, and 4 to be voted on by the Association Members at the Annual Member Meeting scheduled for September 24th.

Section 20. Rental or Lease. In order to ensure greater security for all residents, to maximize residents' property values, and to reduce the likelihood of vandalism, the rental or lease of a Residential Dwelling Unit (hereinafter referred to as "Unit") shall be subject to the following restrictions:

**A. Minimum Term.** All leases or rental agreements shall be for a period of not less than twelve (12) months. ~~Any lease or rental agreement in effect prior to the effective (i.e., recording) date of this amendment shall be exempt from the requirement, provided, however, that any renewal or extension of same after the effective date shall be subject to and shall comply with this requirement.~~ During the term of the lease, the defined single family unit shall be the full time and only residents of the property. Properties may not be used for corporate or transient housing units in which multiple families move in and out during the period of the lease. Properties may not be leased on other than a complete basis to mean that homes may not be subdivided and leased on a per room basis.

**B. Insurance.** The owner shall maintain appropriate homeowners/liability insurance on the property to insurance that damage incurred by the Association from actions of the Tenants or their guests or injuries suffered by Tenants or their guests are not the responsibility of the Association.

**C. Notice to Association.** All lease/rental agreements must be in writing and filed with the Association. Within ten (10) days of the execution of a lease rental agreement, the Owner(s) of a Unit shall provide a copy of the lease/rental agreement to the Association, together with written notification to the Association of the following information:

1. Name of Tenant and all other persons who will be residing in the Unit pursuant to the lease/rental agreement (hereinafter collectively referred to as "Tenant");
2. Tenant's home and alternate telephone number in the event of an emergency during working hours;
3. Tenant's vehicle information, including make, model and tag number for all vehicles that will be regularly parked within UE;
4. Emergency telephone number(s) for the property owner.

**Note: The Lease/rental agreement and other information required by this paragraph shall be mailed or delivered to the ~~Community Association Manager~~ Property Manager.**

**D. Minimum Occupancy Standards.** The number of persons allowed to occupy a particular ~~Unit~~ Residence shall be in accordance with the following requirements, provided, however, that if Orange County subsequently adopts stricter requirements, then the stricter requirements shall thereafter be followed:

1. Dwelling Space Requirements: Each Unit shall be occupied exclusively by one (1) family only.
2. Definition of "Family": For purposes of this Section, the word "family" shall mean
  - a. an individual, ~~exclusive of household servants~~ occupying a Unit alone, or

b. two (2) or more persons related by blood, marriage, or adoption occupying a Unit and living as a single nonprofit housekeeping unit, or

c. if the property rented is listed on Orange County tax records as a (3) bedroom residence: three (3) or fewer persons, not related by blood, marriage or adoption occupying a Unit and living as a single nonprofit housekeeping unit.

d. if the property rented is listed on Orange County tax records as being a (4) or more bedroom residence: four (4) or fewer persons, not related by blood, marriage or adoption occupying a Unit and living as a single nonprofit housekeeping unit.

3. Any person routinely staying overnight more than two (2) evenings per week shall be deemed an occupant for the purpose of determining the number of occupants in the home. A person, at the discretion of the Association, may be so determined with recorded observation of overnight occupancy exceeding two (2) days per week in each of three consecutive weeks or through other similar means determined by the Board. The presence of vehicles not recorded with the property manager may be used for this purpose.

**E. Obligations of Member and Tenant.** Every Member who leases or rents his or her property shall remain liable for the performance of all agreements and covenants contained in this Covenants, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association (hereinafter collectively referred to as the "Association Documents"), and chapter 720, Florida Statutes (hereinafter referred to as the "HOA Act"), all as amended from time to time, and shall be liable for the violations of same by his or her Tenant, the Tenant's servants, employees, family, visitors and agents. The Tenant, his or her servants, employees, family, visitors and agents shall faithfully observe and strictly comply with all provisions of the Association Documents and the HOA Act, where applicable.

**F. Required Provisions.** ~~Every lease/rental agreement made by any Owner of a unit shall provide, and if it does not do so, shall be deemed to include the following:~~ Every lease/rental agreement made by any Owner of a residence shall include a University Estates Lease Addendum, provided by the property manager's office, signed by owner and all renters that includes but is not limited to the following items. If the owner is not able to obtain an addendum document from the Association, the owner shall assure that all lease documents include the following:

~~1. That said lease/rental agreement is subject to the provisions of the Association Documents and the HOA Act, all as amended from time to time, and that any violation of same shall be regarded as a material breach of the lease/rental agreement.~~

1. That said lease/rental agreement is subject to the provisions of all Association governing documents, recreational facility rules and the HOA Act, all as amended from time to time, and that any violation of same shall be regarded as a material breach of the lease/rental agreement with rights to terminate the lease granted to the Association if deemed necessary by the Board and confirmed by the CCC.

2. The number of vehicles routinely parked at the residence may not exceed the number which can be stored within the garage and upon the driveway, without blocking the pedestrian

walkway. Leases shall also specifically enforce UE rules regarding on-street parking for tenants under the same terms as they apply to UE residents.

~~2.~~ 3. That the Association is authorized to act as the Unit Owner's agent for purposes of eviction proceedings by judicial process pursuant to chapter 83, Florida Statutes, and that the Association is entitled to recover such costs and attorney's fees incurred in any such eviction proceedings as are authorized by chapter 83, Florida Statutes, and/or the lease/rental agreement.

4. Tenants shall be required to sign confirmation, to be delivered to the property manager with lease documents, that they have been provided a copy of the UE Covenants and Restrictions along with recreation area rules and regulations.

**G. Remedies for Violation.** Any violation of the Association Documents or the HOA Act by the Tenant, the Tenant's servants, employees, family, visitors or agents, that continues after written notice to the Unit Owner and Tenant, shall subject the Tenant to eviction proceedings by the Association and the Unit Owner to fines and/or other penalties as set forth in these Covenants and the Bylaws of the Association.

**UNIVERSITY ESTATES PROPERTY OWNERS' ASSOCIATION, INC.  
LIMITED PROXY**

(For the September 24, 2008, Annual Member's Meeting and Quorum)

**INSTRUCTIONS:** If you cannot attend the meeting in person, it is important that you complete and return this proxy so that a quorum can be obtained and your vote counted. Please fill in your home address, and the name of the person you desire to represent you at the annual meeting, sign and return this proxy by mail **SO THAT IT REACHES** the Association before the appointed time of the meeting.

I, the undersigned, being the Owner authorized to exercise the vote for the lot located at \_\_\_\_\_, (please fill in physical address) in University Estates, appoint the President of the Association or \_\_\_\_\_ [NOTE: Failure to fill in a name on the immediately preceding line will automatically result in the President of the Association being appointed your proxy], as my/our proxyholder, with full power of substitution, to attend the meeting of the members of University Estates Property Owners' Association, Inc., to be held on September 24, 2008, at 7:00 p.m. at East Lake Elementary School Cafeteria, 3971 North Tanner Road, Orlando, FL 32726, and any lawful adjournments thereof. 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 which might come up at the meeting, such as the election of directors, 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 boxes provided below). I specifically authorize and instruct my proxy to cast my vote in references to the following matters only as indicated below:

1. Should the Association levy a one time special assessment of \$105.00 per lot to remove the tussocks from Lakes, 1, 3, and 4 as more specifically stated in Exhibit "A" which was provided to you in the Notice of the Annual Meeting?  

YES       NO
  
2. Should Section 20 of the Declaration of Covenants and Restrictions for University Estates regarding Rentals and Leasing be amended as more specifically stated in Exhibit "B" which was provided to you in the Notice of the Annual Meeting?  

YES       NO

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Signature of Lot Owner

\_\_\_\_\_  
Signature of Lot Owner

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**THIS PROXY IS REVOCABLE BY THE LOT OWNER AND IS VALID ONLY FOR THE MEETING FOR WHICH IT IS GIVEN AND ANY LAWFUL ADJOURNMENT THEREOF. IN NO EVENT IS THE PROXY VALID FOR MORE THAN 90 DAYS AFTER THE DATE FROM THE DATE OF THE ORIGINAL MEETING FOR WHICH IT WAS GIVEN.**

Attn: University Estates Property Owners:

Involvement in your Homeowners Association is of Great Importance! It helps protect your investment. The HOA is currently seeking new candidates for the Board. If you are interested, please fill out this form and return to the management co.

University Estates Property Owners Association, Inc.  
c/o Community Mgmt. Specialists, Inc.  
1750 W. Broadway Street, #220  
Oviedo, Florida 32765

Candidate Information Form

Name: \_\_\_\_\_

Property Address: \_\_\_\_\_  
\_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Years owning a residence in University Estates: \_\_\_\_\_

Please list Homeowners Association experience (i.e. Volunteer work, Board position, Committees, or similar organizations):

\_\_\_\_\_  
\_\_\_\_\_

Please list skills specific to University Estates needs (i.e. Finance, communication, interpersonal, organizational, legal, engineering, construction, etc.)

\_\_\_\_\_  
\_\_\_\_\_

I would like to be nominated for the 2008 – 2009 Board of Directors term because (goals & objectives)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In submitting this application and Information Sheet supporting my candidacy for University Estates Property Owners Association, Inc. Board of Directors, I hereby confirm, that if elected to the Board, I will be generally available and will make every effort to attend regular meetings when called and will commit the time & energy required to serve on committees and projects when requested, at my own expense, and will be willing to consider broad interests of the HOA, community as a whole in Board deliberation & decision making.

Signature of Candidate: \_\_\_\_\_ Date: \_\_\_\_\_