

**DEBARY WOODS HOMEOWNERS ASSOCIATION, INC.**

**NOTICE OF SPECIAL MEMBER MEETING**

**Tuesday, June 4, 2024**

**5:30 P.M.**

**DeBary Public Library Meeting Room**

**200 N. Charles R. Beall Blvd.**

**DeBary, FL 32713**

**AGENDA**

1. Call to Order and Establish Quorum
2. Proof of Notice of Meeting
3. Old Business
4. New Business
  - a. Vote on Adoption of Proposed Amendments to Declaration (See specifics enclosed)
  - b. Tally Votes (Proxies and in-person votes) and Announce Results
5. Adjournment

**INSTRUCTIONS FOR COMPLETING LIMITED PROXY  
FOR PROPOSED AMENDMENTS TO DECLARATION OF DEBARY WOODS**

**TO ALL MEMBERS:**

DeBary Woods Homeowners Association, Inc., will hold a Special Member Meeting on **Tuesday, June 4, 2024 at 5:30 p.m., at the DeBary Public Library Meeting Room, 200 N. Charles R. Beall Blvd., DeBary, FL 32713.**

At this meeting, the owners will vote on whether to approve certain proposed Amendments which are shown on the enclosed notice for your consideration. You will see the direction given at the beginning of the amendments. Text that is underlined is what is proposed to be added. Text with ~~strike through~~ is what is proposed to be eliminated. The remaining text without the underline or strike through stays unchanged.

The proposed amendment is a leasing restriction aimed at discouraging or limiting future “investment” properties within the community but does not affect your ability, as a current homeowner, to lease your property in accordance with the Declaration and existing local ordinances. This amendment affects only future buyers whose primary purpose is leasing as opposed to owner-occupancy.

For the proposed amendment to pass and become effective, 75% of all lots must approve. It is therefore important that you either attend the meeting or submit the enclosed proxy to vote. If you do not plan to attend the meeting in person, or even if you do plan to attend, you are encouraged to complete the proxy and return it by mail, hand delivery, fax, or email to the Association. This way, your proxy can be counted toward the quorum requirement for the meeting and, if you are not in attendance, your vote can be cast as you have instructed. If you do attend the meeting, you can then revoke your proxy and vote in person if you wish or leave your proxy in place; either way your vote will be counted.

**To complete the proxy, you must:**

- **Include your name and address.**
- **Name your proxy (optional):** Insert the name of the person whom you wish to act as your proxy in the blank space provided. This must be someone who will attend the meeting. If you do not know someone who will attend the meeting or if you leave the space blank, then the Association’s Secretary will cast your vote as you have indicated in the proxy.
- **Vote:** Select Approve or Reject to indicate your vote on the proxy so your vote will count.
- **Sign:** Finally, YOU MUST SIGN THE PROXY BEFORE RETURNING IT. If the proxy is not fully completed and signed, it cannot be counted.
- **Leave the bottom of the form blank:** If for any reason your designated proxy cannot attend the meeting, they must fill in the Substitution of Proxy section.

**Please ensure your proxy is received BEFORE the meeting is called to order.**

You may return your proxy by:

- **Mail or Hand Delivery:** DEBARY WOODS HOMEOWNERS ASSOCIATION, INC., 125 E. INDIANA AVE., STE. E, DELAND, FL 32724

**OR**

- **Email to:** [david.pierce@pmicf.com](mailto:david.pierce@pmicf.com) Subject line: DEBARY WOODS HOA LIMITED PROXY

**PROPOSAL FOR AMENDMENTS TO THE DECLARATION OF  
THE DEBARY WOODS HOMEOWNERS ASSOCIATION, INC.**

(Deletions indicated by ~~strikeout~~, additions by underlining)

**1. Proposed: AMEND Declaration Section 3.1 as follows:**

Section 3.1. Residential Use and Leasing Restriction.

Each Lot shall be used for single-family residential purposes only, and no trade or business of any kind may be carried on therein; provided, however, the lease or rental of a residence shall not constitute a violation of this covenant so long as it strictly complies with the following:

1) There shall be absolutely no rental of a Lot during the initial twenty-four (24) month period following a change of ownership ("Restricted Lease Period") regardless of the type of change or transfer. Included in this use restriction and initial rental prohibition is the absolute restriction on leases, contracts for deed, lease with purchase options, pre-closing occupancy agreements or similar attempts to convey possessory right to a non-owner of record during the Restricted Lease Period. Exclusive occupancy of the Home by any person other than the Owner of record shall be deemed an unauthorized occupant during the Restricted Lease Period irrespective of whether or not rent or other monetary consideration or non-monetary consideration is provided in exchange for occupancy. The Association need not prove that the occupant of the Apartment is a "tenant" as defined by Chapter 83, Florida Statutes; and

2) Any Owner wishing to rent or lease their Lot in accordance with this provision must notify the Board of Directors of such intent in writing and no less than fifteen (15) days prior to the start of the intended occupancy so that the Board may confirm that (i) the Owner/Lot is in good standing, (ii) the Board has been provided with a copy of the intended lease or rental agreement, together with specific occupant information reasonably requested by the Board, including but not limited to identification of all intended adult occupants and occupant vehicle information, and (iii) Owner remits payment of \$100.00 administrative lease review fee. Any failure by an Owner to strictly adhere to all of the foregoing will be deemed a violation of the Declaration and the requested use will be denied.

Any violation of this provision shall entitle the Association to pursue any and all available legal remedies including, but not limited to: (i) The Association shall have irrevocable eviction rights as to any unauthorized occupant following written notice of no less than thirty (30) days, (ii) The Association shall have the right to seek an injunction against the Owner and unauthorized occupant to enjoin continued violation, and (iii) The Association may initiate legal proceedings and seek, in addition to other amounts, liquidated damages equal to 24 months' of Association assessments coming due during the Restricted Lease Period together with disgorgement of rental income or other monetary consideration realized by the Owner during the Restricted Lease Period. Notwithstanding the type or nature of enforcement undertaken by the Association, the Owner shall be solely responsible for all fees and costs incurred by the Association in the enforcement of this restriction, including reasonable attorneys' fees and costs, which shall be assessed against the Lot and shall be collectively in the same manner as an assessment including by means of a claim of lien and/or lien foreclosure and without regard to whether legal proceedings are initiated.

**END OF PROPOSED AMENDMENTS.**

**LIMITED PROXY FOR DEBARY WOODS HOMEOWNERS ASSOCIATION, INC.**

The Undersigned as Owner of:

\_\_\_\_\_ **(PROPERTY ADDRESS)**  
hereby appoint(s): **(CHECK ONE)**

\_\_\_\_ a) Steven Lynch, President/Secretary of the Association **-OR-**  
\_\_\_\_ b) \_\_\_\_\_, (if you check b, Print in the name of your Proxy) as my proxyholder to attend the Special Member Meeting of the DeBary Woods Homeowners Association, Inc., to be held on **Tuesday, June 4, 2024 at 5:30 p.m., at the DeBary Public Library Meeting Room, 200 N. Charles R. Beall Blvd., DeBary, FL 32713.** The proxyholder has the authority to vote and act for me as if I was present, with power of substitution, and any adjournment, except that the authority is limited as follows: **\*Failure to check a) or b) write name on b) is an appointment of the Secretary as your Proxy.** This proxy will also be used for quorum purposes.

**VOTE BY CHECKING ONE BOX UNDER EACH PROPOSED ACTION** (Refer to enclosure for proposed language)

**(1) Vote to AMEND Declaration Section 3.1 to add a Leasing Restriction.**

**I vote to APPROVE**

**I vote to REJECT**

**Dated:** \_\_\_\_\_, 2024

\_\_\_\_\_  
**Voting OWNER SIGNATURE**

\_\_\_\_\_  
**Voting OWNER PRINTED NAME**

**DO NOT COMPLETE THE SECTION BELOW THIS LINE.** THIS PROXY IS REVOCABLE BY THE LOT 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. **SUBSTITUTION OF PROXY** The undersigned, appointed as proxy above, does hereby designate \_\_\_\_\_ to substitute for me in the proxy set forth above.

Dated: \_\_\_\_\_, 2024