

# RIVER OAKS HOMEOWNERS ASSOCIATION, INC.

**Dear Fellow Member of the River Oaks Homeowners Association,**

The Board has listened to you and your fellow members in your desire to maintain high standards in our community. Even prior to this Board being placed in the position of leadership for this community, members expressed disappointment and dissatisfaction with the problems associated with property owners allowing AirBnB or VRBO tenants (Collectively “Short-Term Rentals”) to occupy our neighborhood. The complaints associated with these short-term rentals usually center on noise or not recognizing any rules or regulations, whether it is Collier County rules or River Oaks Homeowners Association Rules. Furthermore, our property values will be better protected by a restriction on short-term leasing in the community, as banks may curtail lending on River Oaks if we allow our community to become a transitional housing community.

It is interesting to note that most communities have short-term leasing restrictions in their Covenants and Bylaws, but our community’s own documents have never really been updated for nearly 40 years! In fact, it is interesting to note that several real-estate agents have listed homes within our community and have stated on their listing that River Oaks has no restrictions! Whenever this is found in an advertised listing, our Board has worked on contacting such agent to request removal of such wrongful information. Clearly with this proposed restriction on Short-Term Rentals, we will be placing all prospective agents on notice that River Oaks is a family-oriented community with high standards within the community.

These problems do not affect all tenants, nor has the membership expressed concern about property owners renting their property to others; it is only the Short-Term rental tenant that seems to provide nearly all the problems mentioned above. Therefore, at the request of the membership, the Board has engaged legal counsel to draft a new proposed modification to our Covenants to restrict short-term rentals. Simply put, this proposal will restrict all rentals in our community to a maximum of three (3) occurrences per year and all rentals must be for thirty (30) days or more. Procedures are set up to allow property owners who wish to lease their property to others to file an application, which is merely a notice that the property will be occupied by non-owners for consideration. The proposed modification does not care who you rent to, as the choice of tenant relies on the individual property owner’s decision. The Board, or our property manager will simply note who is leasing, with emergency contact numbers for both property owner and tenant, and length of stay.

An earlier draft of this proposal was discussed at our last Board meeting and the membership expressed their desires on how to modify the proposal for wide acceptance by all members. The proposal is a product of those discussions and the membership’s verbal requests have been fully incorporated into the proposed amendment. Our task now is to have 75% of the membership

approve this proposal. At the last Board Meeting, the Board voted to hold a Special Meeting to hold a vote on the proposed modification on Short-Term Rentals for August 2, 2023, at 6:00 pm at the Collier County Government Center at 2335 Orange Blossom Drive (Corner of Airport-Pulling and Orange Blossom Road). According to our Bylaws, a Special Meeting requires a 14 day notice, along with a copy of our proposed change to our covenants. Our challenge has always been to establish a quorum and in this particular application, the need for approximately 128 favorable votes is crucial in formally adopting this Short-Term Rental Restriction. To assist in this effort, members have volunteered to help collect proxies to ensure that all members' vote can be counted. In addition, River Oaks will be attempting to solicit signed proxies through email using electronic technology, which will allow paperless proxies to be executed where desired. If you would like to receive an electronic proxy to sign, please email [RiverOaksHOACommunications@gmail.com](mailto:RiverOaksHOACommunications@gmail.com) and place in the subject line "DOCUSIGN REQUEST" and a proxy will be emailed to you that same day.

For transparency and accuracy, the Board has asked **Olivia Hollander** to serve as our proxyholder and to accumulate all proxy votes. For those not submitting a signed proxy to a member collecting such, or replying via electronic signature, a pre-addressed envelope will be provided to return all proxies to River Oaks Homeowners Association c/o PO Box 110657, Naples, Florida, 34110.

If you have any questions, or would like to schedule a time to have your proxy picked up, please feel free to send an email to [RiverOaksHOACommunications@gmail.com](mailto:RiverOaksHOACommunications@gmail.com) including your name, address, and a phone number and someone will be in touch with you shortly.

In closing, with all the complaints against AirBnB or VRBO tenants, now is the time for the members to collectively act to restrict such tenancy. Without 75% of the membership's approval, the Board cannot act upon your complaints, so we urge you to become active in this effort to protect our community.

Sincerely,

Terry Waylon, President  
Faith Siwec, Secretary  
Tony Ruberto, Treasurer

# RIVER OAKS HOMEOWNERS ASSOCIATION, INC.

## NOTICE OF SPECIAL MEMBERS MEETING

NOTICE IS HEREBY GIVEN, in accordance with Florida's Homeowners' Association Act and the Association's Bylaws, the Board of Directors of RIVER OAKS HOMEOWNERS ASSOCIATION, INC., has called a Special Meeting of the Members to vote on Amendments to the Declaration of Covenants, Conditions, and Restrictions for Palm River Estates Unit No. 7. The meeting is scheduled for **Wednesday, August 2, 2023, at 6:00 p.m.**, and will be held at the Collier County Government Center at 2335 Orange Blossom Drive, Naples, Florida, 34109.

Please see enclosed a copy of the Proposed Amendment to the Declaration.

*If you intend to vote via proxy, you must return your completed proxy in advance of the meeting by mail, email, or fax to the following: RIVER OAKS HOMEOWNERS ASSOCIATION, c/o PU BOX 110657, NAPLES, FLORIDA 34108.*

### **AGENDA**

1. Certify a Quorum of Members
2. Call to Order
3. Vote to Amend Declaration of Association
4. Board Actions based on Membership Approval of Proposal
5. Adjournment

The Board of Directors  
River Oaks Homeowners Association, Inc.

## PROPOSED AMENDMENT

### ARTICLE XX

20. LEASING OF PROPERTIES. In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of residential properties by owners shall be restricted as provided in this Section. All leases of properties within the Association must be in writing. An owner may lease only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person.

20.1. DEFINITIONS: The terms used in this Amendment and its exhibits shall have the meanings stated below and in Chapter 720, Florida Statutes (the "Homeowners' Association Act"), unless the context otherwise requires.

a. "Board of Directors" or "Board" means the representative body that is responsible for administration of the Association and its affairs, and is the same body referred to in the Homeowners' Association Act as the "Board of Administration" or "Board".

b. "Tenant" or "Tenants" shall refer to one or more natural persons with approval to lease who occupy an owner's property or any portion thereof on a temporary basis and pay valuable consideration in exchange for occupancy.

c. "Lease" means the grant by an owner of a temporary right of use of the owner's property for valuable consideration.

d. "Occupy", when used in connection to an owner's property, means the act of staying overnight in said property. "Occupant" is a person who occupies the owner's property or any portion thereof.

e. "Rules and Regulations" means those rules and regulations promulgated by the Board of Directors, governing the use of the common elements and the operation of the Association.

#### 20.2. Procedures.

a. Notice by the Owner. An owner intending to lease his/her home or any portion thereof shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the board may reasonably require.

b. Board Action. After the required notice has been provided, the Board shall have twenty (20) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee. The Board may in its discretion delegate to an authorized agent the authority to approve or disapprove the proposed lease, but the Board reserves the right to vote on any proposed lease regardless of such designation.

c. Disapproval. A proposed lease shall be disapproved only if: it violates the leasing restrictions contained herein; the owner making said application is delinquent in the payment of his or her assessments by more than thirty (30) days at the time of the application and remains delinquent upon receiving a fifteen (15) day extension to pay said assessment; or the owner fails to give proper notice of his intention to lease his unit to the Board.

d. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board, at its election, may approve or disapprove the lease. Any lease entered into without approval, at the option of

the Board, may be treated as a nullity, and the Board shall have the option to evict the lessee with 5 days' notice, without securing consent to such eviction from the owner.

e. Applications. Applications for authority to lease shall be made to the Board or to an agent designated by the Board on such forms and include such terms as the Board may provide from time to time. The Board and/or the Association shall not be responsible for screening tenant applicants. owner shall bear the sole responsibility for any acts of any tenants of their property.

f. Licensing. All owners who wish to lease their property must submit proof that their property is duly registered as a Short-Term Vacation rental with Collier County and/or the state of Florida, as may be required by applicable laws and ordinances.

20.3. Term of Lease and Frequency of Leasing. No property within the Association or portion thereof may be leased for a period of less than thirty (30) days or more often than three (3) times in any calendar year. If a lessee extends a current lease term by a minimum of thirty (30) days this shall not qualify as a separate occurrence in any calendar year. It shall qualify as one occurrence if a lessee cancels a lease term in any calendar year. The first day of occupancy under the lease shall determine in which year the lease occurs. The Board, at its discretion, may approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed without Association approval.

20.4. Regulation by Association. All of the provisions of the Homeowners' Association Act, the Declaration and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a property as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Declaration, including without limitation, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether or not specifically expressed in such agreement.

20.5. Fees and Deposits. Whenever herein the Board's approval is required to allow the lease of a property, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. The amount of such fee shall be determined by the Board from time to time. No fee may be charged for the approval of a renewal or extension of a lease with the same lessee.

20.6. Fines. An owner's failure to abide by the terms of this provision will result in the imposition of a fine of up to \$100 per day in accordance with Section 720.305, Florida Statutes.

20.7. Attorneys' Fees. If the Association incurs any legal or administrative expenses in the enforcement of this Section, it shall be entitled to assess these expenses to the owner against whom the enforcement is sought including any pre-litigation attorney's fees and costs, and any additional management fees incurred therein.

**LIMITED PROXY**

General Powers: (You may choose to grant general powers, limited powers or both. Check the blank immediately below this paragraph if you want your proxyholder to have general powers to vote on any issues which might come up at the meeting, for which a limited proxy is required.)

\_\_\_\_\_ I hereby authorize and instruct my Proxy to use his or her best judgement 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 preferences in the blanks provided below:

I specifically authorize and instruct my proxyholder to cast my vote in reference to the following matter as indicated below:

- 1. Amendment to the Declaration of Protective Covenants, Conditions, and Restrictions for Palm River Estates Unit No. 7.

\_\_\_\_\_ IN FAVOR                      \_\_\_\_\_ OPPOSED

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

Property Unit Owner PRINTED Name: \_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_

Property Unit Owner PRINTED Name: \_\_\_\_\_

\_\_\_\_\_

**DO NOT USE BELOW THIS LINE EXCEPT FOR SUBSTITUTION**

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

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

Proxy PRINTED Name: \_\_\_\_\_

**This proxy is revocable by the unit owner and is valid only for the meeting for which it is given and any lawful adjournment. In no event is the proxy valid more than ninety (90) days from the date of the original meeting for which it was given.**