



The Ormond Heritage

CONDOMINIUM MANAGEMENT ASSOCIATION, INC.

One John Anderson Drive, Ormond Beach, Florida 32176

(386) 672-6778 Fax (386) 672-5187 E-Mail ormondheritage@gmail.com

Web Site <http://ormondheritage.org/>

October 16, 2021

Second Notice of Election & Annual Meeting

Please read ALL information carefully

Dear Ormond Heritage Owners and Members:

Notice is hereby given that the 2021 Annual Meeting of the members of The Ormond Heritage Condominium Management Association, Inc., will be held Saturday, November 6, 2021, at 10:00 AM in the association Ballroom located at 1 John Anderson Drive, Ormond Beach, FL 32176.

Board Election

According to Florida Statute and association governing documents the election of board members is scheduled to occur during the annual meeting. As previously noticed, the deadline for submission to be included on the election ballot was September 27, 2021. The condominium documents stipulate that each board position stands for election each year. Prior to the notification deadline, the association received five (5) letters of intent from owners to be included on the ballot for the election. Given that there are five (5) open board spaces annually and only five (5) intents were received, no election will be necessary this year. The five (5) candidates that will become board members at the conclusion of the 2021 Annual Meeting are:

- William (Bill) Aucoin – Unit 706
- Jerry Cutter – Unit 303
- Jason Morgan – Units 511 & 612
- John Oliva – Unit 721
- Raymond Panknin – Unit 708

Annual Meeting Information

You will find included with this mailing an:

- Agenda for the meeting
- Draft minutes for the November 21, 2020 Annual Meeting
- Draft minutes for the July 7, 2021 Special Membership Meeting
- Draft minutes for the July 24, 2021 Special Membership Meeting Continuation
- Proxy form for you to complete and return to the association

- 2022 White/Green budgets
- 2022 Reserve Schedule
- Proxy return envelope
- Governing Document Amendment Supplement

All members are encouraged to attend the annual meeting. If you cannot attend in person, please return the included proxy form to the office via mail, hand delivery, or electronic means so your vote on various initiatives can be counted.

Proxy (Yellow/Gold Form) Completion

If you cannot attend the meeting in person, the proxy included with this mailing will need to be completed and returned to the association prior to the Annual Meeting on November 6th. While this form will allow your proxyholder to cast your vote at the meeting without you being physically present, we would ask that even if you intend to attend the meeting in person, you return your proxy in case circumstances on the 6th prevent your attendance. The proxy must be completed by the Designated Voting Representative for each unit. Current board Director, Richard Ryan, has been designated the default proxyholder. If having Mr. Ryan as your proxyholder is acceptable, you need not name him on the line provided. If you would like to have a different proxyholder, please indicate the name of that individual on the line provided. When assigning your proxyholder, please keep in mind that for your proxy to be valid, the proxyholder must be present at the meeting in person.

- **Proxy Questions**

There are twelve (12) items for which the Board has requested a membership vote be conducted at this year's Annual Meeting. According to Florida Statute these votes are required to be conducted by Limited Proxy meaning your proxyholder is legally bound to vote as you indicate on your proxy regardless of their inclination. The numbers indicated below correspond directly to the question numbers on the proxy form.

- **Financial Proxy Questions**

These two (2) proxy questions are included annually and should be familiar to most.

- 1. IRS Revenue Ruling 70-604**

According to IRS Revenue Ruling 70-604, the membership of a condominium must elect annually how the "excess" income, if any, of the association will be handled. It is the board's recommendation to vote "yes" on this matter.

- 2. Budget Election**

In accordance with Florida Statute, the board adopted a fully funded budget, the White Budget, for fiscal year 2022 at the October 2, 2021, board meeting. In the meeting packet you should find an alternative Green, partially funded, budget for membership consideration. All aspects of the partially funded budget are the same as the White, fully funded, budget except for a reduction in reserve funding. The Green budget contains reserve funding that is 68.1% of the White budget reserve funding amount.

- **Governing Document Amendments Questions**

There are 35 governing document amendments proposed by the board. Those 35 amendments have been grouped into ten (10) generally similar categories to reduce the number of proxy questions needed to cover all amendments. The proposed amendments come from the Declaration of Condominium, Articles of Incorporation, and By-Laws. The full text of each section being amended has been included on the document entitled "Governing Document Amendment Supplement". Additions to the documents are indicated through underlining while deletions are indicated by

~~striketroughs~~. The numbers below follow through to the proxy and the amendment supplement. A brief explanation of each proxy question is provided below.

3. Housekeeping Governing Document Amendments

This group of proposed amendments reflects updates that better reflect the actual operation of the condominium association such as incorporating definitions from the house rules, notification requirements for unit alterations, etc. These amendments cause no association operational or use changes for owners or the association.

4. Legal Update Declaration of Condominium Governing Document Amendments

These amendments are being proposed to bring various sections of the Declaration of Condominium into compliance and conformity with various state or local laws.

5. Legal Update By-Laws Governing Document Amendment

This amendment is being proposed to bring this section of the By-Laws into conformity with state statute.

6. Developer Declaration of Condominium Governing Document Amendments

These amendments are being proposed to remove references to the developer and their rights from the Declaration of Condominium.

7. Developer By-Laws Governing Document Amendments

These amendments are being proposed to remove references to the developer and their rights from the By-Laws.

8. Office and Records Governing Document Amendments

These amendments are being proposed to change the location of the principal address of the association and bring document request time frames and employee records requests into compliance with Florida Statute.

9. Communication (Email) Governing Document Amendments

These amendments are being proposed to add personal and electronic (Email) delivery to the accepted methods of notification for meetings, etc.

10. Unit Owner Insurance Governing Document Amendment

This amendment proposes to incorporate a long-standing association policy, currently included in the House Rules and Regulations, into the Declaration of Condominium that required unit owners to carry property and liability insurance. It also requires that the Association be named an additional insured and would place responsibility on unit owners who rent their units to ensure that their tenants carry property and liability coverage while supplying the association with proof of such policies.

11. Rental Restriction (Length of Rental) Governing Document Amendment

This amendment proposes to lengthen the minimum rental term at OHC from six (6) months to twelve (12) months.

12. Rental Restriction (Maximum Number of Rental Units) Governing Document Amendment

This amendment proposes to cap the maximum number of rental units at any one time to 10% (16 Units) of the units at OHC excluding an association owned unit 114.

The board recommends approval of all proposed amendments. A workshop meeting to discuss the proxy questions will be held in the 2nd floor meeting room on Tuesday, October 26th at 7:00 PM.

Board of Directors Meeting, November 6, 2021

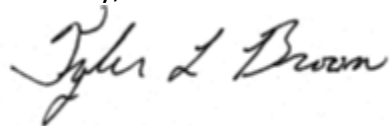
Immediately following the Annual Meeting there will be a Board of Directors meeting. This meeting is being held to organize the new board and conduct other business as needed. A tentative agenda for this meeting

has been included with this mailing. The final Board Meeting agenda (minor changes possible) will be posted on property and disseminated closer to the meeting date.

Again, the Annual Membership Meeting will be held Saturday, November 6, 2021, at 10:00AM in the association Ballroom located at 1 John Anderson Drive, Ormond Beach, FL 32176. Please review all the materials included with this notice and complete and return the included proxy form prior to the date of the meeting.

If you should have any questions concerning the information included herein, please feel free to contact the office.

Sincerely,

A handwritten signature in cursive script that reads "Tyler L. Brown".

Tyler Brown CFCAM, CMCA, AMS, PCAM
Manager, The Ormond Heritage

Enclosed:

Annual & Board Meeting Agenda
Annual Membership Meeting Minutes dated November 21, 2020
Special Membership Meeting Minutes dated July 7, 2021
Special Membership Meeting Minutes dated July 24, 2021
2022 White (Fully Funded) Budget
2022 Green (Partially Funded) Budget (Lime Green)
2022 Reserve Schedule
Proxy Form (Yellow)
Governing Document Amendment Supplement

(For ease of printing & mailing all colored paper forms were placed at the end of the mailing.)

Annual Membership Meeting

Date of Meeting: Saturday, November 6, 2021

Time of Meeting: 10:00AM

Place of Meeting: Ballroom

AGENDA

1. Opening Remarks by President
2. Call the Roll – Certify Proxies – Quorum (Majority of Owners 78)
3. Proof of Notice
4. Approval of Minutes
 - a. November 21, 2020 Annual Membership Meeting
 - b. July 7, 2021 Special Membership Meeting
 - c. July 24, 2021 Special Membership Meeting Continuation
5. Announcement of Proxy and Ballot certifiers
6. Reports
 - a. President
 - b. Treasurer
 - c. Manager
 - d. Committees
 - i. Finance/Insurance
 - ii. Building/Grounds
 - iii. Decorating/Ballroom
 - iv. Compliance/Emergency
 - v. Special Services
 1. Exercise
 2. Library
 3. Social
 4. Welcoming
7. Announcement of Voting Results
 - a. IRS Revenue Ruling 70-604
 - b. 2021 Budget Reserve Funding
 - c. Document Amendments (Proxy Votes 3-12)
8. Election of Directors
9. Unfinished Business
10. New Business
11. Discussion by Members
12. Adjournment

The Annual Meeting is open to Members of the association ONLY.

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Minutes of November 21, 2020 Annual Membership Meeting

1. Opening Remarks by President

The meeting was called to order by Jerry Cutter, association president, at 10:00 AM.

2. Call the Roll – Certify Proxies – Quorum (Majority of Owners 78)

A quorum of the membership, 119 units represented either in person or by proxy, were present at the meeting.

3. Proof of Notice

It was stated that proof of notice of the meeting had been given.

4. Approval of Minutes

a. November 2, 2019 Annual Membership Meeting

A motion was made by Patricia Sample, seconded by Richard Ryan, and approved unanimously to accept the November 2, 2019, annual membership meeting minutes as written.

5. Announcement of Proxy and Ballot certifiers

Proxies and board election ballots were verified by the meeting volunteers who included John Bowden, Ray & Becky Panknin, and Mary West.

6. Reports

Submitted written reports were summarized and discussed.

7. Announcement of Voting Results

a. IRS Revenue Ruling 70-604

It was reported that the IRS revenue ruling vote totals were 106 in favor and 8 opposed.

b. 2021 Budget Reserve Funding

It was reported that the vote totals for budget preference were 39 in favor of the White, fully funded, budget and 79 in favor of the Green, partially funded, budget. Based on the membership has approved the Green, reduced funding level, budget for fiscal year 2021.

8. Election of Directors

Results of the board of directors' election is as follows:

- Aucoin, William – 123
- Birenbaum, Irv – 17
- Cutter, Jerry – 116
- Oliva, John – 106

- Ryan, Richard – 122
- Sample, Patricia – 124

Based on these voting results the 2020/2021 board will consist of Aucoin, Cutter, Oliva, Ryan, and Sample.

9. Unfinished Business

There was no unfinished business to come before the membership.

10. New Business

There was no new business to come before the membership.

11. Discussion by Members

12. Adjournment

With no further business to come before the membership, the meeting was adjourned at 11:00 am.

Respectfully Submitted,

Patricia A.C. Sample
Secretary, The Ormond Heritage Condominium Management Association, Inc.

Minutes Written by Tyler Brown, Association Manager.



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Minutes of July 7, 2021, Special Membership Meeting

1. Call to Order

The meeting was called to order by Jerry Cutter, association president, at 10:10 AM.

2. Opening Remarks by President

A brief description of the purpose of the meeting which was for the membership to vote on a proposed Declaration of Condominium amendment was given. There was also brief discussion on the recent building collapse in Surfside, just North of Miami. Several questions were answered concerning structural stability of the building, painting, inspections, etc.

3. Call the Roll – Certify Proxies – Quorum (Majority of Owners 78)

A quorum of the members was present either in person or by proxy.

4. Proof of Notice

Proof of notice was given in accordance with board instruction and statute.

5. Announcement of Proxy and Ballot certifiers

John Bowden, Becky Panknin, Ray Panknin, and Mary West were tasked with counting and verifying vote totals for the proposed document amendment.

6. Announcement of Voting Results

a. Declaration of Condominium Amendment, Paragraph 13.3 Limitations.

It was reported that the vote total was 103-27. This total missing the number needed for approval by one vote.

7. Adjournment

After discussion, the meeting was adjourned with a continuation on Saturday, July 24th at 9:00 AM.

Respectfully Submitted,

Patricia A.C. Sample, Secretary
The Ormond Heritage



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Minutes of July 24, 2021, Special Membership Meeting Continuation from July 7, 2021

1. Call to Order

The meeting was called order by Jerry Cutter, association president, at 9:05 AM.

2. Opening Remarks by President

It was explained that this meeting was a continuation of the previously convened Special Membership meeting from July 7, 2021.

3. Call the Roll – Certify Proxies – Quorum (Majority of Owners 78)

A quorum of the membership was present in person or proxy.

4. Proof of Notice

Notice of the meeting was given in accordance with statute and board direction.

5. Announcement of Proxy and Ballot certifiers

It was reported that Ray and Becky Panknin, Barabara Etter, and Mary West would be verifying proxy votes.

6. Announcement of Voting Results

a. Declaration of Condominium Amendment, Paragraph 13.3 Limitations.

A vote total of 107 – 26 was reported following tabulation. With 104 votes needed to achieve the 2/3rds affirmative votes needed for approval the amendment passes.

7. Adjournment

With no further business to come before the meeting, the meeting was adjourned at 9:15 AM.

Respectfully Submitted:

Patricia A.C. Sample, Secretary
The Ormond Heritage

Minutes prepared by Tyler Brown, association manager.

THE ORMOND HERITAGE
Budget - WHITE
Fully Funded Reserves
January 1, 2022 - December 31, 2022

	2022		Common Elements		Limited Common Elements		2021	2021-2022
	BUDGET		\$	Percent	\$	Percent		
SAFETY & SURVEILLANCE								
Fire Safety & Surveillance	\$ 22,900.00						\$ 29,900.00	\$ (7,000.00)
SAFETY & SURVEILLANCE TOTAL	\$ 22,900.00	\$ 3,984.60	17%	\$ 18,915.40	83%	\$ 29,900.00	\$ (7,000.00)	
BUILDING								
Air Conditioners	\$ 2,500.00	\$ 1,565.00	63%	\$ 935.00	37%	\$ 2,500.00	\$ -	
Generator	\$ 5,000.00	\$ 3,130.00	63%	\$ 1,870.00	37%	\$ 5,000.00	\$ -	
Elevator & Elevator A/C	\$ 16,800.00	\$ 16,800.00	100%	\$ -	0%	\$ 15,900.00	\$ 900.00	
Exterminator-Pest Control	\$ 10,300.00	\$ 6,447.80	63%	\$ 3,852.20	37%	\$ 9,700.00	\$ 600.00	
Exterior Bldg Maintenance	\$ 23,200.00	\$ 23,200.00	100%	\$ -	0%	\$ 23,200.00	\$ -	
Interior Bldg Repairs/Maintenance	\$ 12,400.00	\$ 7,762.40	63%	\$ 4,637.60	37%	\$ 18,400.00	\$ (6,000.00)	
Garage Repairs/Maintenance	\$ 10,000.00	\$ 6,260.00	63%	\$ 3,740.00	37%	\$ 10,000.00	\$ -	
BUILDING TOTAL	\$ 80,200.00	\$ 65,165.20	81%	\$ 15,034.80	19%	\$ 84,700.00	\$ (4,500.00)	
GROUNDS								
Lawn Services	\$ 32,900.00					\$ 32,900.00	\$ -	
Plants & Shrubs	\$ 24,900.00					\$ 24,900.00	\$ -	
GROUNDS TOTAL	\$ 57,800.00	\$ 57,800.00	100%	\$ -	0%	\$ 57,800.00	\$ -	
POOL								
Pool/Spa - Repairs/Supplies	\$ 9,000.00					\$ 9,000.00	\$ -	
POOL TOTAL	\$ 9,000.00	\$ -	0%	\$ 9,000.00	100%	\$ 9,000.00	\$ -	
UTILITIES								
Cable TV Service	\$ 101,000.00	\$ 606.00	1%	\$ 100,394.00	99%	\$ 95,000.00	\$ 6,000.00	
Electricity-Building	\$ 48,000.00	\$ 29,376.00	61%	\$ 18,624.00	39%	\$ 48,000.00	\$ -	
Water/Sewer - City of Ormond Beach	\$ 81,000.00	\$ 19,359.00	24%	\$ 61,641.00	76%	\$ 81,000.00	\$ -	
Trash-Garbage	\$ 41,000.00	\$ 25,666.00	63%	\$ 15,334.00	37%	\$ 41,000.00	\$ -	
Trash-Recycle	\$ 2,600.00	\$ 1,627.60	63%	\$ 972.40	37%	\$ 2,600.00	\$ -	
UTILITIES TOTAL	\$ 273,600.00	\$ 76,634.60	28%	\$ 196,965.40	72%	\$ 267,600.00	\$ 6,000.00	
CONTINGENCY	\$ 15,000.00	\$ 9,390.00	63%	\$ 5,610.00	37%	\$ 15,000.00	\$ -	
PROFESSIONAL								
Reserve Study	\$ -					\$ -	\$ -	
Consulting	\$ 2,500.00					\$ 2,500.00	\$ -	
CPA	\$ 6,000.00					\$ 6,000.00	\$ -	
Legal Fees	\$ 5,000.00					\$ 5,000.00	\$ -	
PROFESSIONAL TOTAL	\$ 13,500.00	\$ 8,451.00	63%	\$ 5,049.00	37%	\$ 13,500.00	\$ -	
INSURANCE								
Crime	\$ 4,500.00					\$ 2,500.00	\$ 2,000.00	
Property & Windstorm	\$ 328,250.00					\$ 287,500.00	\$ 40,750.00	
Equipment Breakdown	\$ 1,500.00					\$ -	\$ 1,500.00	
General Liability/Auto	\$ 14,000.00					\$ 14,000.00	\$ -	
Officers & Directors	\$ 2,200.00					\$ 2,000.00	\$ 200.00	
Umbrella	\$ 4,500.00					\$ 4,000.00	\$ 500.00	
Flood	\$ 20,000.00					\$ 20,000.00	\$ -	
INSURANCE TOTAL	\$ 374,950.00	\$ 234,718.70	63%	\$ 140,231.30	37%	\$ 330,000.00	\$ 44,950.00	

OFFICE - ADMINISTRATIVE							
Mileage Reimbursement	\$ 500.00	\$ 313.00	63%	\$ 187.00	37%	\$ 500.00	\$ -
Bank Charges	\$ -	\$ -	63%	\$ -	37%	\$ -	\$ -
Telephone/Internet	\$ 5,200.00	\$ 3,255.20	63%	\$ 1,944.80	37%	\$ 4,360.00	\$ 840.00
Postage & Printing	\$ 500.00	\$ 313.00	63%	\$ 187.00	37%	\$ 500.00	\$ -
Office Supplies & Eqpt, Copier	\$ 6,650.00	\$ 4,162.90	63%	\$ 2,487.10	37%	\$ 6,650.00	\$ -
Bad Debt Provision	\$ -	\$ -	0%	\$ -	100%	\$ -	\$ -
OFFICE - ADMINISTRATIVE TOTAL	\$ 12,850.00	\$ 8,044.10	63%	\$ 4,805.90	37%	\$ 12,010.00	\$ 840.00
TAXES							
Licenses and Permits	\$ 70.00	\$ 43.82	63%	\$ 26.18	37%	\$ 70.00	\$ -
Pool/Spa - Licenses	\$ 375.00	\$ -	0%	\$ 375.00	100%	\$ 375.00	\$ -
Elevator Permits/License	\$ 450.00	\$ 450.00	100%	\$ -	0%	\$ -	\$ 450.00
State of FL DPBR \$4 per unit	\$ 624.00	\$ 390.62	63%	\$ 233.38	37%	\$ 624.00	\$ -
Income Tax	\$ -	\$ -	63%	\$ -	37%	\$ -	\$ -
TAXES TOTAL	\$ 1,519.00	\$ 884.44	58%	\$ 634.56	42%	\$ 1,069.00	\$ 450.00
PAYROLL							
Housekeeping and Maintenance	\$ 129,610.00					\$ 124,475.00	\$ 5,135.00
Office Administration	\$ 105,640.00					\$ 104,600.00	\$ 1,040.00
Intuit Payroll Fees	\$ -					\$ -	\$ -
Medical Insurance	\$ 3,200.00					\$ 2,800.00	\$ 400.00
Payroll Taxes	\$ 19,900.00					\$ 19,900.00	\$ -
Workers Compensation	\$ 6,000.00					\$ 6,000.00	\$ -
Education, Dues and Meetings	\$ 1,500.00					\$ 1,500.00	\$ -
PAYROLL TOTAL	\$ 265,850.00	\$ 166,422.10	63%	\$ 99,427.90	37%	\$ 259,275.00	\$ 6,575.00
MANAGER'S UNIT #114							
Loss of Use	\$ -					\$ -	\$ -
Unit 114 Repairs/Maint	\$ 1,500.00					\$ 1,500.00	\$ -
Unit 114 Electric	\$ -					\$ -	\$ -
Unit 114 Telephone & Internet	\$ -					\$ -	\$ -
Property Taxes	\$ 2,400.00					\$ 2,400.00	\$ -
114 Common Element Assessment	\$ 3,931.82					\$ 3,352.66	\$ 579.16
MANAGER'S UNIT #114 TOTAL	\$ 7,831.82	\$ 7,831.82	100%	\$ -	0%	\$ 7,252.66	\$ 579.16
	\$ (3,931.82)	\$ (3,931.82)	100%	\$ -		\$ (3,352.66)	\$ (579.16)
TOTAL OPERATING OUTFLOW	\$ 1,131,069.00	\$ 635,394.74	56%	\$ 495,674.26	44%	\$ 1,083,754.00	\$ 47,315.00
RESERVE ALLOCATION	\$ 375,000.00	\$ 368,793.75	98%	\$ 6,206.25	2%	\$ 272,810.00	\$ 102,190.00
Operating Surplus from 2021	\$ 30,000.00	\$ 18,900.00	63%	\$ 11,100.00	37%	\$ -	\$ 30,000.00
GRAND TOTAL WITH RESERVES	\$ 1,476,069.00	\$ 985,288.49	67%	\$ 490,780.51	33%	\$ 1,356,564.00	\$ 179,505.00
Non-owner Income (Rental Unit 114)	\$ 19,800.00	\$ 19,800.00				\$ 19,800.00	\$ -
FEE ASSESSMENT	\$ 1,456,269.00	\$ 965,488.49	66%	\$ 490,780.51	34%	\$ 1,356,564.00	
TOTAL INFLOW	\$ 1,476,069.00	\$ 985,288.49	67%	\$ 490,780.51	33%	\$ 1,356,564.00	
Last Year's (2021) Grand Total with Reserves	\$ 1,307,014.00	\$ 843,071.65	65%	\$ 463,942.35	35%		

Limited Common Element Fee Calculation	
Limited Common Elements	\$ 490,780.51
Share per unit Bylaws 7.2 (a)	0.0064516
Annual share per unit	\$ 3,166.32
Monthly share per unit	\$ 263.86

THE ORMOND HERITAGE The Reserve Study Report Available Upon Request 2022 UNIT ASSESSMENTS with Fully Funded Reserves												
Unit Numbers Ending in:	Units	Unit SIZE SQ. Ft.	Total SQ. Ft.	% of Bldg	% per Unit	SQ.FT. Budget Assessment	Common PER SQ.FR PER MONTH \$ 0.2294	Limited Com Elements Per Unit Per Month	2022 Monthly Fee	2021 Monthly Fee	2022 Check Figure Total	Percentage of Change
1, 3, 19, 21	28	2,675	74,900	21.3%	0.76%	\$ 206,228.01	\$ 613.77	\$ 263.86	\$ 877.63	\$ 772.80	\$ 24,573.75	13.6%
2 & 20	14	2,170	30,380	8.6%	0.62%	\$ 83,647.62	\$ 497.90	\$ 263.86	\$ 761.76	\$ 673.99	\$ 10,664.67	13.0%
4 & 18	16	2,440	39,040	11.1%	0.69%	\$ 107,491.87	\$ 559.85	\$ 263.86	\$ 823.71	\$ 726.82	\$ 13,179.42	13.3%
5,6,7,15, 16, 17	46	1,745	80,270	22.8%	0.50%	\$ 221,013.65	\$ 400.39	\$ 263.86	\$ 664.25	\$ 590.84	\$ 30,555.36	12.4%
8 & 14	15	1,428	21,420	6.1%	0.41%	\$ 58,977.36	\$ 327.65	\$ 263.86	\$ 591.51	\$ 528.82	\$ 8,872.68	11.9%
114	1	1,428	1,428	0.4%	0.41%	\$ 3,931.82	\$ 327.65		\$ 327.65	\$ 279.39		
9 & 13	14	3,050	42,700	12.1%	0.87%	\$ 117,569.24	\$ 699.82	\$ 263.86	\$ 963.68	\$ 846.16	\$ 13,491.48	13.9%
10,11,12	15	2,230	33,450	9.5%	0.63%	\$ 92,100.49	\$ 511.67	\$ 263.86	\$ 775.53	\$ 685.73	\$ 11,632.94	13.1%
PH - 1	1	5,684	5,684	1.6%	1.61%	\$ 15,650.20	\$ 1,304.18	\$ 263.86	\$ 1,568.04	\$ 1,361.51	\$ 1,568.04	15.2%
PH - 2 & 7	2	3,806	7,612	2.2%	1.08%	\$ 20,958.71	\$ 873.28	\$ 263.86	\$ 1,137.14	\$ 994.08	\$ 2,274.28	14.4%
PH - 3, 4, 5, 6	4	3,800	15,200	4.3%	1.08%	\$ 41,851.34	\$ 871.90	\$ 263.86	\$ 1,135.76	\$ 992.90	\$ 4,543.05	14.4%
	156		352,084	100.0%		\$ 969,420.32		\$ 263.86			\$ 121,355.67	
						\$ (3,931.82)		12 Months			12	
						\$ 965,488.49		\$ 3,166.32			\$ 1,456,269.00	
								155 Units				
				Total		\$ 1,456,269.00		\$ 490,780.51				

MONTH CHECK NUMBER

- January _____
- February _____
- March _____
- April _____
- May _____
- June _____
- July _____
- August _____
- September _____
- October _____
- November _____
- December _____

WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.

2022 Ormond Heritage Reserve Schedule

Component Listing	Replacement Date	Estimated Useful Life	Adjusted Useful Life	Estimated Remaining Useful Life	Estimated Replacement Cost (Current)	2022 Year 1	2023 Year 2	2024 Year 3	2025 Year 4	2026 Year 5	2027 Year 6	2028 Year 7	2029 Year 8	2030 Year 9	2031 Year 10	2032 Year 11	2033 Year 12	2034 Year 13	2035 Year 14
Decks & Planter Boxes																			
Clean/Seal Decktop Pavers	None	4	0	0	\$ -														
Patio Resurfacing, Ballroom	1/1/2023	15	17	1	\$ 25,800.00		\$ 26,300.00												
Pavers/Membranes, Decktop	1/1/2033	25	25	11	\$ 1,090,900.00												\$ 1,356,000.00		
Planter Boxes, Decktop	1/1/2032	25	25	10	\$ 1,118,430.00											\$ 1,363,500.00			
Elevators																			
Elevators, Cab Interiors	1/1/2041	20	20	19	\$ 60,180.00														
Elevators, Doors Allowance	1/1/2022	3	3	0	\$ 10,400.00	\$ 10,400.00				\$ 11,300.00				\$ 12,200.00				\$ 13,200.00	
Elevators, Mechanical Modernization	1/1/2030	25	25	8	\$ 764,173.80									\$ 895,400.00					
Exterior Doors/Frames																			
Exterior Doors/Frames, Common Area	1/1/2040	20	20	18	\$ 129,000.00														
Interior Decorating																			
Flooring	1/1/2036	15	15	14	\$ 52,000.00														
Furniture	1/1/2027	15	16	5	\$ 52,000.00					\$ 57,500.00									
Painting	1/1/2022	10	11	0	\$ 10,500.00	\$ 10,700.00										\$ 13,100.00			
Silk Plants (Atriums/Ballroom)	1/1/2022	20	22	0	\$ 10,700.00	\$ 10,700.00													
Mechanical																			
Domestic Water Pump/Equipment	1/1/2039	22	22	17	\$ 22,100.00														
Fire Alarm System Moderization	1/1/2036	25	25	14	\$ 245,000.00														
Fire Pump/Equipment	1/1/2035	40	40	13	\$ 36,700.00														\$ 47,500.00
Generator/Equipment	1/1/2035	40	40	13	\$ 148,800.00														\$ 192,500.00
Mechanical/HVAC Allowance (Annual)	1/1/2022	1	1	0	\$ 21,200.00	\$ 21,200.00	\$ 21,700.00	\$ 22,000.00	\$ 22,500.00	\$ 23,000.00	\$ 23,400.00	\$ 24,000.00	\$ 24,400.00	\$ 25,000.00	\$ 25,400.00	\$ 25,900.00	\$ 26,400.00	\$ 27,000.00	\$ 27,600.00
Painting & Waterproofing																			
Paint atrium Interiors	1/1/2024	14	15	2	\$ 43,000.00			\$ 44,700.00											
Paint Garage Interiors/Piping	1/1/2034	15	15	12	\$ 53,600.00													\$ 68,000.00	
Paint Stairway Interiors	1/1/2034	15	15	12	\$ 16,500.00													\$ 21,000.00	
Paint, Walkways	1/1/2028	7	7	6	\$ 21,200.00								\$ 24,400.00						
Paint/Restore Decorative Columns	1/1/2041	20	20	19	\$ 18,000.00														
Paint/Waterproof Bldg. Exteriors	1/1/2027	7	7	5	\$ 483,900.00					\$ 534,200.00									\$ 626,000.00
Pressure Wash/Clean Bldg. Exteriors	1/1/2027	7	7	5	\$ 144,300.00					\$ 160,000.00									\$ 187,000.00
Walks Resurfacing, Ground Level	1/1/2034	14	14	12	\$ 53,400.00													\$ 68,000.00	
Walks Resurfacing, Upper Level	1/1/2034	14	14	12	\$ 165,000.00													\$ 209,400.00	
Pavement																			
Pavement, Asphalt Overlay	1/1/2024	20	26	2	\$ 15,600.00			\$ 16,300.00											
Pavement, Entry Drives/Parking	1/1/2030	40	25	8	\$ 92,600.00									\$ 108,500.00					
Pool																			
Pool/Spa Interior Resurfacing	1/1/2024	15	20	2	\$ 37,200.00			\$ 38,600.00											
Roofing																			
Roofing, Flat	1/1/2040	25	25	18	\$ 945,000.00														
Roofing, Metal Shingle (Replace)	1/1/2035	35	35	13	\$ 717,000.00														\$ 927,000.00
Roofing, Matal Shingle Deferred Maintenance	1/1/2022	1	1	0	\$ 21,200.00	\$ 21,200.00	\$ 21,600.00	\$ 22,100.00	\$ 22,500.00	\$ 23,000.00	\$ 23,500.00	\$ 23,900.00	\$ 2,400.00	\$ 24,900.00	\$ 25,400.00	\$ 25,900.00	\$ 26,400.00	\$ 27,000.00	\$ 27,500.00
Roofing, Skylights	1/1/2047	25	25	25	\$ 53,200.00														
Security																			
Security, Access Control	1/1/2029	10	10	7	\$ 11,200.00								\$ 13,000.00						
Security, Video Surveillance	1/1/2032	10	10	10	\$ 54,060.00											\$ 66,000.00			
Security, Upgrades	1/1/2022	1	1	0	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00												
Windows																			
Glass Replacement	1/1/2022	1	1	0	\$ 10,400.00	\$ 10,400.00	\$ 10,600.00	\$ 10,800.00	\$ 11,000.00	\$ 11,300.00	\$ 11,500.00	\$ 11,700.00	\$ 12,000.00	\$ 12,200.00	\$ 14,400.00	\$ 12,700.00	\$ 13,000.00	\$ 13,200.00	\$ 13,500.00
Total Projected Cash Outflows						\$ 94,600.00	\$ 90,200.00	\$ 154,500.00	\$ 56,000.00	\$ 68,600.00	\$ 810,100.00	\$ 59,600.00	\$ 76,200.00	\$ 1,078,200.00	\$ 65,200.00	\$ 1,507,100.00	\$ 1,421,800.00	\$ 446,800.00	\$ 2,048,600.00
Projected Beginning Cash Balance						\$ 1,600,000.00	\$ 1,880,672.00	\$ 2,184,541.71	\$ 2,471,332.12	\$ 2,880,950.98	\$ 3,291,874.67	\$ 2,975,393.46	\$ 3,414,410.07	\$ 3,851,637.75	\$ 3,301,837.96	\$ 3,767,614.06	\$ 2,807,206.35	\$ 1,929,826.55	\$ 2,026,432.73
Projected earnings on reserve funds						\$ 272.00	\$ 319.71	\$ 27,852.91	\$ 31,509.48	\$ 36,732.13	\$ 41,971.40	\$ 37,936.27	\$ 43,533.73	\$ 49,108.38	\$ 42,098.43	\$ 48,037.08	\$ 35,791.88	\$ 24,605.29	\$ 25,837.02
Annual Reserve Funding Requirements						\$ 375,000.00	\$ 393,750.00	\$ 413,437.50	\$ 434,109.38	\$ 442,791.56	\$ 451,647.39	\$ 460,680.34	\$ 469,893.95	\$ 479,291.83	\$ 488,877.66	\$ 498,655.22	\$ 508,628.32	\$ 518,800.89	\$ 529,176.91
Special Assessment																			
Projected Ending Cash Balance						\$ 1,880,672.00	\$ 2,184,541.71	\$ 2,471,332.12	\$ 2,880,950.98	\$ 3,291,874.67	\$ 2,975,393.46	\$ 3,414,410.07	\$ 3,851,637.75	\$ 3,301,837.96	\$ 3,767,614.06	\$ 2,807,206.35	\$ 1,929,826.55	\$ 2,026,432.73	\$ 532,846.65

Average Annual Beginning Cash \$ 2,438,225.27
Average Annual Ending Cash \$ 2,532,871.08
Minimum Beginning/Ending Cash \$ 532,846.65
Maximum Beginning/Ending Cash \$ 4,880,698.74

2022 Ormond Heritage Reserve Schedule

Component Listing	2036 Year 15	2037 Year 16	2038 Year 17	2039 Year 18	2040 Year 19	2041 Year 20	2042 Year 21	2043 Year 22	2044 Year 23	2045 Year 24	2046 Year 25	2047 Year 26	2048 Year 27	2049 Year 28	2050 Year 29	2051 Year 30	Total Expenditure over 30 Years
Decks & Planter Boxes																	
Clean/Seal Decktop Pavers																	\$ -
Patio Resurfacing, Ballroom			\$ 35,500.00														\$ 61,800.00
Pavers/Membranes, Decktop																	\$ 1,356,000.00
Planter Boxes, Decktop																	\$ 1,363,500.00
Elevators																	
Elevators, Cab Interiors						\$ 88,000.00											\$ 88,000.00
Elevators, Doors Allowance			\$ 14,300.00				\$ 15,500.00				\$ 16,800.00				\$ 18,200.00		\$ 111,900.00
Elevators, Mechanical Modernization																	\$ 895,400.00
Exterior Doors/Frames																	
Exterior Doors/Frames, Common Area					\$ 184,250.00												\$ 184,250.00
Interior Decorating																	
Flooring	\$ 67,300.00										\$ 60,000.00						\$ 127,300.00
Furniture							\$ 77,300.00										\$ 134,800.00
Painting							\$ 16,000.00										\$ 39,800.00
Silk Plants (Atriums/Ballroom)							\$ 16,000.00										\$ 26,700.00
Mechanical																	
Domestic Water Pump/Equipment				\$ 31,000.00													\$ 31,000.00
Fire Alarm System Moderization	\$ 323,500.00																\$ 323,500.00
Fire Pump/Equipment																	\$ 47,500.00
Generator/Equipment																	\$ 192,500.00
Mechanical/HVAC Allowance (Annual)	\$ 28,000.00	\$ 28,600.00	\$ 29,200.00	\$ 29,800.00	\$ 30,300.00	\$ 31,000.00	\$ 31,500.00	\$ 32,200.00	\$ 32,800.00	\$ 33,500.00	\$ 34,200.00	\$ 35,000.00	\$ 35,500.00	\$ 36,200.00	\$ 37,000.00	\$ 37,700.00	\$ 862,000.00
Painting & Waterproofing																	
Paint atrium Interiors			\$ 59,000.00														\$ 103,700.00
Paint Garage Interiors/Piping															\$ 93,300.00		\$ 161,300.00
Paint Stairway Interiors															\$ 28,900.00		\$ 49,900.00
Paint, Walkways			\$ 29,100.00								\$ 34,200.00						\$ 87,700.00
Paint/Restore Decorative Columns						\$ 26,300.00											\$ 26,300.00
Paint/Waterproof Bldg. Exteriors								\$ 733,500.00								\$ 860,000.00	\$ 2,753,700.00
Pressure Wash/Clean Bldg. Exteriors								\$ 219,000.00								\$ 256,300.00	\$ 822,300.00
Walks Resurfacing, Ground Level														\$ 91,200.00			\$ 159,200.00
Walks Resurfacing, Upper Level														\$ 282,000.00			\$ 491,400.00
Pavement																	
Pavement, Asphalt Overlay										\$ 24,600.00							\$ 40,900.00
Pavement, Entry Drives/Parking																	\$ 108,500.00
Pool																	
Pool/Spa Interior Resurfacing					\$ 53,200.00												\$ 91,800.00
Roofing																	
Roofing, Flat					\$ 1,350,000.00												\$ 1,350,000.00
Roofing, Metal Shingle (Replace)																	\$ 927,000.00
Roofing, Matal Shingle Deferred Maintenance	\$ 28,000.00	\$ 28,600.00	\$ 29,200.00	\$ 29,700.00	\$ 30,300.00	\$ 31,000.00	\$ 31,600.00	\$ 32,200.00	\$ 32,800.00	\$ 33,500.00	\$ 34,200.00	\$ 34,900.00	\$ 35,500.00	\$ 36,200.00	\$ 37,000.00	\$ 37,700.00	\$ 839,700.00
Roofing, Skylights												\$ 87,000.00					\$ 87,000.00
Security																	
Security, Access Control					\$ 16,000.00											\$ 19,800.00	\$ 48,800.00
Security, Video Surveillance								\$ 82,000.00									\$ 148,000.00
Security, Upgrades																	\$ 20,000.00
Windows																	
Glass Replacement	\$ 13,700.00	\$ 1,400.00	\$ 14,300.00	\$ 14,600.00	\$ 14,900.00	\$ 15,100.00	\$ 15,500.00	\$ 15,800.00	\$ 16,100.00	\$ 16,400.00	\$ 16,700.00	\$ 17,100.00	\$ 17,500.00	\$ 17,800.00	\$ 18,100.00	\$ 18,500.00	\$ 411,800.00
Total Projected Cash Outflows	\$ 460,500.00	\$ 58,600.00	\$ 210,600.00	\$ 105,100.00	\$ 1,678,950.00	\$ 191,400.00	\$ 203,400.00	\$ 1,114,700.00	\$ 81,700.00	\$ 108,000.00	\$ 196,100.00	\$ 174,000.00	\$ 88,500.00	\$ 463,400.00	\$ 232,500.00	\$ 1,230,000.00	\$ 14,574,950.00
Projected Beginning Cash Balance	\$ 532,846.65	\$ 618,900.89	\$ 1,118,747.53	\$ 1,483,978.33	\$ 1,970,597.15	\$ 901,026.33	\$ 1,317,053.56	\$ 1,738,303.92	\$ 1,265,782.38	\$ 1,832,636.50	\$ 2,393,066.31	\$ 2,885,442.87	\$ 3,419,356.54	\$ 4,059,000.09	\$ 4,345,590.03	\$ 4,880,698.74	
Projected earnings on reserve funds	\$ 6,793.79	\$ 7,890.99	\$ 14,264.03	\$ 18,920.72	\$ 25,125.11	\$ 11,488.09	\$ 16,792.43	\$ 22,163.37	\$ 16,138.73	\$ 23,366.12	\$ 30,511.60	\$ 36,789.40	\$ 43,596.80	\$ 51,752.25	\$ 55,406.27	\$ 62,228.91	\$ 888,834.31
Annual Reserve Funding Requirements	\$ 539,760.44	\$ 550,555.65	\$ 561,566.77	\$ 572,798.10	\$ 584,254.06	\$ 595,939.14	\$ 607,857.93	\$ 620,015.09	\$ 632,415.39	\$ 645,063.70	\$ 657,964.97	\$ 671,124.27	\$ 684,546.75	\$ 698,237.69	\$ 712,202.44	\$ 726,446.49	\$ 16,525,489.83
Special Assessment																	
Projected Ending Cash Balance	\$ 618,900.89	\$ 1,118,747.53	\$ 1,483,978.33	\$ 1,970,597.15	\$ 901,026.33	\$ 1,317,053.56	\$ 1,738,303.92	\$ 1,265,782.38	\$ 1,832,636.50	\$ 2,393,066.31	\$ 2,885,442.87	\$ 3,419,356.54	\$ 4,059,000.09	\$ 4,345,590.03	\$ 4,880,698.74	\$ 4,439,374.14	

Average Annual Beginning Cash
Average Annual Ending Cash
Minimum Beginning/Ending Cash
Maximum Beginning/Ending Cash



The Ormond Heritage
CONDOMINIUM MANAGEMENT ASSOCIATION, INC.
One John Anderson Drive, Ormond Beach, Florida 32176
(386) 672-6778 Fax (386) 672-5187 E-Mail ormondheritage@gmail.com
Web Site <http://ormondheritage.org/>

NOTICE TO ASSOCIATION MEMBERS
BOARD OF DIRECTORS MEETING

Date of Meeting: Saturday, November 6, 2021
Time of Meeting: To Follow the Annual Meeting
Place of Meeting: Ballroom

AGENDA

1. Call to Order
2. Proof of Notice
3. Roll Call
4. Selection/Appointment of Officers
5. Unfinished Business
 - a. Budget Ratification
 - b. Document Amendment Ratification
6. New Business
7. Adjournment

Board meetings are restricted to owners and board approved guests only.

THE ORMOND HERITAGE
Budget- GREEN
Partially Funded Reserves (68.1%)
January 1, 2022 - December 31, 2022

	2022 BUDGET	Common Elements		Limited Common Elements		2021 BUDGET	2021-2022 Change
		\$	Percent	\$	Percent		
SAFETY & SURVEILLANCE							
Fire Safety & Surveillance	\$ 22,900.00					\$ 29,900.00	\$ (7,000.00)
SAFETY & SURVEILLANCE TOTAL	\$ 22,900.00	\$ 3,984.60	17%	\$ 18,915.40	83%	\$ 29,900.00	\$ (7,000.00)
BUILDING							
Air Conditioners	\$ 2,500.00	\$ 1,565.00	63%	\$ 935.00	37%	\$ 2,500.00	\$ -
Generator	\$ 5,000.00	\$ 3,130.00	63%	\$ 1,870.00	37%	\$ 5,000.00	\$ -
Elevator & Elevator A/C	\$ 16,800.00	\$ 16,800.00	100%	\$ -	0%	\$ 15,900.00	\$ 900.00
Exterminator-Pest Control	\$ 10,300.00	\$ 6,447.80	63%	\$ 3,852.20	37%	\$ 9,700.00	\$ 600.00
Exterior Bldg Maintenance	\$ 23,200.00	\$ 23,200.00	100%	\$ -	0%	\$ 23,200.00	\$ -
Interior Bldg Repairs/Maintenance	\$ 12,400.00	\$ 7,762.40	63%	\$ 4,637.60	37%	\$ 18,400.00	\$ (6,000.00)
Garage Repairs/Maintenance	\$ 10,000.00	\$ 6,260.00	63%	\$ 3,740.00	37%	\$ 10,000.00	\$ -
BUILDING TOTAL	\$ 80,200.00	\$ 65,165.20	81%	\$ 15,034.80	19%	\$ 84,700.00	\$ (4,500.00)
GROUNDS							
Lawn Services	\$ 32,900.00					\$ 32,900.00	\$ -
Plants & Shrubs	\$ 24,900.00					\$ 24,900.00	\$ -
GROUNDS TOTAL	\$ 57,800.00	\$ 57,800.00	100%	\$ -	0%	\$ 57,800.00	\$ -
POOL							
Pool/Spa - Repairs/Supplies	\$ 9,000.00					\$ 9,000.00	\$ -
POOL TOTAL	\$ 9,000.00	\$ -	0%	\$ 9,000.00	100%	\$ 9,000.00	\$ -
UTILITIES							
Cable TV Service	\$ 101,000.00	\$ 606.00	1%	\$ 100,394.00	99%	\$ 95,000.00	\$ 6,000.00
Electricity-Building	\$ 48,000.00	\$ 29,376.00	61%	\$ 18,624.00	39%	\$ 48,000.00	\$ -
Water/Sewer - City of Ormond Beach	\$ 81,000.00	\$ 19,359.00	24%	\$ 61,641.00	76%	\$ 81,000.00	\$ -
Trash-Garbage	\$ 41,000.00	\$ 25,666.00	63%	\$ 15,334.00	37%	\$ 41,000.00	\$ -
Trash-Recycle	\$ 2,600.00	\$ 1,627.60	63%	\$ 972.40	37%	\$ 2,600.00	\$ -
UTILITIES TOTAL	\$ 273,600.00	\$ 76,634.60	28%	\$ 196,965.40	72%	\$ 267,600.00	\$ 6,000.00
CONTINGENCY	\$ 15,000.00	\$ 9,390.00	63%	\$ 5,610.00	37%	\$ 15,000.00	\$ -
PROFESSIONAL							
Reserve Study	\$ -					\$ -	\$ -
Consulting	\$ 2,500.00					\$ 2,500.00	\$ -
CPA	\$ 6,000.00					\$ 6,000.00	\$ -
Legal Fees	\$ 5,000.00					\$ 5,000.00	\$ -
PROFESSIONAL TOTAL	\$ 13,500.00	\$ 8,451.00	63%	\$ 5,049.00	37%	\$ 13,500.00	\$ -
INSURANCE							
Crime	\$ 4,500.00					\$ 2,500.00	\$ 2,000.00
Property & Windstorm	\$ 328,250.00					\$ 287,500.00	\$ 40,750.00
Equipment Breakdown	\$ 1,500.00					\$ -	\$ 1,500.00
General Liability/Auto	\$ 14,000.00					\$ 14,000.00	\$ -
Officers & Directors	\$ 2,200.00					\$ 2,000.00	\$ 200.00
Umbrella	\$ 4,500.00					\$ 4,000.00	\$ 500.00
Flood	\$ 20,000.00					\$ 20,000.00	\$ -
INSURANCE TOTAL	\$ 374,950.00	\$ 234,718.70	63%	\$ 140,231.30	37%	\$ 330,000.00	\$ 44,950.00

OFFICE - ADMINISTRATIVE							
Mileage Reimbursement	\$ 500.00	\$ 313.00	63%	\$ 187.00	37%	\$ 500.00	\$ -
Bank Charges	\$ -	\$ -	63%	\$ -	37%	\$ -	\$ -
Telephone/Internet	\$ 5,200.00	\$ 3,255.20	63%	\$ 1,944.80	37%	\$ 4,360.00	\$ 840.00
Postage & Printing	\$ 500.00	\$ 313.00	63%	\$ 187.00	37%	\$ 500.00	\$ -
Office Supplies & Eqpt, Copier	\$ 6,650.00	\$ 4,162.90	63%	\$ 2,487.10	37%	\$ 6,650.00	\$ -
Bad Debt Provision	\$ -	\$ -	0%	\$ -	100%	\$ -	\$ -
OFFICE - ADMINISTRATIVE TOTAL	\$ 12,850.00	\$ 8,044.10	63%	\$ 4,805.90	37%	\$ 12,010.00	\$ 840.00
TAXES							
Licenses and Permits	\$ 70.00	\$ 43.82	63%	\$ 26.18	37%	\$ 70.00	\$ -
Pool/Spa - Licenses	\$ 375.00	\$ -	0%	\$ 375.00	100%	\$ 375.00	\$ -
Elevator Permits/License	\$ 450.00	\$ 450.00	100%	\$ -	0%	\$ -	\$ 450.00
State of FL DPBR \$4 per unit	\$ 624.00	\$ 390.62	63%	\$ 233.38	37%	\$ 624.00	\$ -
Income Tax	\$ -	\$ -	63%	\$ -	37%	\$ -	\$ -
TAXES TOTAL	\$ 1,519.00	\$ 884.44	58%	\$ 634.56	42%	\$ 1,069.00	\$ 450.00
PAYROLL							
Housekeeping and Maintenance	\$ 129,610.00					\$ 124,475.00	\$ 5,135.00
Office Administration	\$ 105,640.00					\$ 104,600.00	\$ 1,040.00
Intuit Payroll Fees	\$ -					\$ -	\$ -
Medical Insurance	\$ 3,200.00					\$ 2,800.00	\$ 400.00
Payroll Taxes	\$ 19,900.00					\$ 19,900.00	\$ -
Workers Compensation	\$ 6,000.00					\$ 6,000.00	\$ -
Education, Dues and Meetings	\$ 1,500.00					\$ 1,500.00	\$ -
PAYROLL TOTAL	\$ 265,850.00	\$ 166,422.10	63%	\$ 99,427.90	37%	\$ 259,275.00	\$ 6,575.00
MANAGER'S UNIT #114							
Loss of Use	\$ -					\$ -	\$ -
Unit 114 Repairs/Maint	\$ 1,500.00					\$ 1,500.00	\$ -
Unit 114 Electric	\$ -					\$ -	\$ -
Unit 114 Telephone & Internet	\$ -					\$ -	\$ -
Property Taxes	\$ 2,400.00					\$ 2,400.00	\$ -
114 Common Element Assessment	\$ 3,452.51					\$ 3,352.66	\$ 99.85
MANAGER'S UNIT #114 TOTAL	\$ 7,352.51	\$ 7,352.51	100%	\$ -	0%	\$ 7,252.66	\$ 99.85
	\$ (3,452.51)	\$ (3,452.51)	100%	\$ -		\$ (3,352.66)	\$ (99.85)
TOTAL OPERATING OUTFLOW	\$ 1,131,069.00	\$ 635,394.74	56%	\$ 495,674.26	44%	\$ 1,083,754.00	\$ 47,315.00
RESERVE ALLOCATION							
Operating Surplus from 2021	\$ 255,320.00	\$ 251,094.45	98%	\$ 4,225.55	2%	\$ 272,810.00	\$ (17,490.00)
Operating Surplus from 2021	\$ 30,000.00	\$ 18,900.00	63%	\$ 11,100.00	37%	\$ -	\$ 30,000.00
GRAND TOTAL WITH RESERVES	\$ 1,356,389.00	\$ 867,589.20	64%	\$ 488,799.80	36%	\$ 1,356,564.00	\$ 59,825.00
Non-owner Income (Rental Unit 114)	\$ 19,800.00	\$ 19,800.00				\$ 19,800.00	\$ -
FEE ASSESSMENT	\$ 1,336,589.00	\$ 847,789.20	63%	\$ 488,799.80	37%	\$ 1,356,564.00	
TOTAL INFLOW	\$ 1,356,389.00	\$ 867,589.20	64%	\$ 488,799.80	36%	\$ 1,356,564.00	
Last Year's (2021) Grand Total with Reserves	\$ 1,307,014.00	\$ 843,071.65	65%	\$ 463,942.35	35%		

Governing Document Amendment Supplement

Use for Proxy Votes 3 – 12

• Proxy Vote 3 •

Housekeeping Governing Document Amendments

Declaration of Condominium Articles

2.9 Limited Common Elements. Limited Common Elements mean those Common Elements which are reserved for the use of a certain unit to the exclusion of other units. By definition Assigned Parking Spaces, Swimming Pool, Pool Deck, Pool Mechanical Room, Ballroom, Verandah, Kitchen, Bar/Lounge, Exercise Room, and Hobby Room Card/Aux Meeting Rooms on the first and second floors, Pool Lounge including rest rooms, Jacuzzi Room including rest rooms, Library, Billiard Room, Second Floor restrooms, and garage-level Storage Rooms. Any reference made to Common Elements in the provisions of this Declaration or in The Articles of Incorporation or By-Laws of the Association meant to include Limited Common Elements unless the latter is excepted or deal with separately.

2.15 Nuisance. Unreasonable or unlawful use of property that results in material annoyance, inconvenience, discomfort, or injury to another person.

4.2(a) Parking Spaces. After the turnover of control to the Association by the Developer as defined in F.S. 718.301, if the Association decides to assign to the owners of units the exclusive use of underground parking spaces, the Association may assign to each unit one underground parking space, except unit 114 which will not have the right to be assigned an underground parking space. Such assigned spaces all be limited common elements hereunder, the use of which shall be restricted to the owner to which such parking space is assigned. ~~The Association may keep a "parking assignment book" in which the site plan of the parking garage is kept, and all spaces assigned to Units shall be recorded in the "parking assignment book". The Developer will not initially assign a parking space to each unit, and shall leave the establishment of the "parking assignment book" for the Association. After the Developer turns over "control" as defined in Florida Statutes Chapter 718, the Association shall be responsible for initiating and maintaining such a "parking assignment book" and shall develop rules and regulations regarding both initial assignments of parking spaces, and any revision thereof or reassignments of parking spaces. Each assigned parking space shall be numbered designated by the Association with the Unit Number to which such space is assigned in the "parking assignment book".~~ a unique alphanumeric code.

6.4 Changes, Improvements and Additions, Unit Owners. Except as otherwise provided herein, a Unit Owner may at his cost makesuch changes, improvements or additions to his Unit as he may desire,except that a Unit Owner shall not make any changes, improvements or additions to the exterior exposed to the elements parts of his Unit which the Association is required to maintain, repair or replace pursuant to the provisions of Paragraph 6.1 and, except that, a Unit Owner shall not make any changes, improvements or additions to his Unit which would result in the partial or total enclosure of any partor all of his balconies except as authorized under Florida Statutes 718.113(5). Unit owners must notify the association in writing of any changes, improvements, or additions that result in work being performed on walls, floors, ceilings, electric, plumbing, or HVAC. Sound dampening underlayment meeting minimum specifications as adopted by the board shall be used under any hard flooring installation.

7. Assessments. The Board of Directors of the Association shall fix and determine from time to time the sum~~s~~ or sums of money necessary and adequate to provide for the Common Expenses and shall assess the Unit Owners for said sums. Additional procedures for the making and collection of such assessments shall be as set forth in the By-Laws of the Association. The expenses associated with maintaining the Common Elements shall be budgeted by the calendar year and apportioned among the units on the basis of the ratio of the area contained within the Interior Perimetrical Boundaries of each unit to the sum of the areas contained within the Interior Perimetrical Boundaries of all units in accordance with Exhibit "B." The result of this apportionment shall then be divided by 12 to give each owner his or her proportionate monthly share of the expenses for maintaining the Common Elements. The expenses associated with maintaining the Limited Common Elements shall be budgeted by the calendar year and apportioned among the number of unit owners entitled to use them by dividing the total amount of these expenses by the number of unit owners entitled to use them. The result of this calculation shall then be divided by 12 to give each owner his or her proportionate monthly share of the expenses for maintaining the Limited Common Elements. To compute the allocation of forecast annual expenses between Common Elements and Limited Common Elements, all categories used to make up the budget are to be evaluated and the number of dollars attributed to Limited Common Elements segregated and assigned to Limited Common Expenses. If the percentage of the total expenses allocated either to Common Expenses or to Limited Common Expenses changes in either direction by one percent or more from the prior year's budget,—the President of the Board of Directors shall appoint a committee to review the allocation. The committee shall be comprised of at least five Unit Owners, and shall include owners of small, medium, and large sized units. For the purposes of this paragraph, small units (62 Units) are defined as unit numbers ending in 05, 06, 07, 08, 14, 15, 16, 17, medium units (45 Units) are unit numbers ending in 02, 04, 10,

11, 12, 18, 20, and large units (49 Units) are unit numbers ending in 01, 03, 09, 13, 19, 21, and PH1 - PH7. The committee shall review the expense allocation judgements and shall present a recommended allocation to the board. All assessments, including special assessments pursuant to Paragraphs 9.2(d) (1) and 9.2(e) (3) (ii) hereof, shall be the personal obligation of each Unit Owner, and each Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the Unit Owner, including interest, thereon, as hereinafter provided, and all costs incident to the collection thereof including attorney's fees at trial or on appeal. In a voluntary conveyance (other than a deed in lieu of foreclosure), the grantee shall be jointly and severally liable with the grantor for his share of all assessments up to the time of conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

8.1 The Condominium Act. The Condominium Act of the State of Florida.

10.7 Parking Spaces. No trucks other than pick-up trucks with a capacity of less than or equal to one-half (1/2) ton, commercial vehicles defined as vehicles that displays signage, tools or equipment that is of a commercial nature, or any vehicle or truck, with or without signage, tools or equipment that is primarily designed to be used for commercial purposes regardless of whether the vehicle is actually used for commercial purposes, boats, house trailers, boat trailers, mobile homes, campers or trailers of any description shall be parked in any parking space except with the written consent of the Board of Directors of the Association. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and such other services as may be necessary. One underground parking space may be assigned to each Unit as described in Paragraph 4.2 above. The unassigned parking spaces shall be considered common elements available to all owners.

10.12 Pets. Owner, guests or lessees are ~~not permitted to have up to~~ three (3) pets including cats, dogs, rabbits, aquarium fish (tanks shall not exceed twenty (20) gallons individually or one hundred (100) in totality), small caged animals including gerbils, guinea pigs, hamsters, and caged birds including canaries and parakeets. Pets shall not exceed thirty (30) pounds individually ~~dogs larger than lap dogs (small enough to be held in the owner's lap, and weighing less than 30 pounds) on Condominium Property or in owner's apartment.~~ Service and Assistance animals must be approved by the board in accordance with adopted policies. ~~Pets Dogs,~~ when not in owner's apartment must be on leash or in a carry container and may be exercised on Condominium Property in designated area only. Owner, guest or lessee is liable for any damage to Condominium Property by action of his/her dog. Pet "accidents" occurring on any common area going to or coming from designated area must be immediately cleaned up by the owner involved.

• Proxy Vote 4 •

Legal Update Declaration of Condominium Governing Document Amendments

Declaration of Condominium Articles

6.3 Changes, Improvements and Additions, Association. After completion by Developer of the improvements to the Condominium Property and except as otherwise provided below, the Association shall have the right to make or cause to be made changes, improvements or additions to the Common Elements provided any such changes, improvements or additions are approved by the Board of Directors of the Association. The cost of any such changes, improvements or additions shall be a Common Expense. The Association shall not, however, make or cause to be made any changes, improvements or additions to the Common Elements which would result in the partial or total enclosure of any part or all of any balcony or terrace or which would result in a change to the appearance of the Building different from its appearance as originally constructed. Material alterations to the condominium property can be approved by 2/3rds of the association membership. ~~This paragraph shall, however, have no application to the rights vested in Developer pursuant to the provisions of Paragraphs 3.2 and 3.3 hereof.~~

7.2 Lien for Assessments. The Association shall have a lien against each Condominium Parcel for any unpaid assessments, including special assessments pursuant to Paragraph 9.2(d) (1) and 9.2(e) (3) (ii) hereof, and for interest accruing thereon, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of any such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The lien is effective and shall relate back to the recording of the original Declaration of Condominium. However, as to first mortgagees of record, the lien is effective from and after recording of a claim of lien in the Public Records of Volusia County, Florida. All such liens shall state the legal description of the condominium unit, the name of the unit owner, the name and address of the Association, the amount due and the due dates. No lien shall continue for longer than one year unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. Such claim of lien shall be signed and acknowledged by an officer of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared and recorded at his expense. The assessment lien provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Condominium Parcel subject to assessments, provided that such mortgage or mortgages are recorded prior to the Association's claim of lien. The Association's lien may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property,

and the Association may also, at its option, sue to recover money judgments for any unpaid assessments without thereby waiving the lien securing the same.

When the mortgagee of a first mortgage of record or other purchaser of a Condominium Unit obtains title to the Condominium unit as a result of foreclosure of the first mortgage, or as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall be liable for the unpaid assessments that become due prior to mortgagees receipt of the deed. However, the first mortgagee's liability is limited to a period not exceeding ~~six (6)~~ twelve (12) months, and in no event shall the mortgagee's liability exceed one percent (1%) of the original mortgage debt. The first mortgagee's liability for such expenses or assessments shall not commence until thirty (30) days after the date the first mortgagee received the last payment of principal or interest. In no event shall the mortgagee be liable for more than ~~six (6)~~ twelve (12) months of the unit's unpaid common expenses or assessments accrued before the acquisition of title to the unit by mortgagee or one percent (1%) of the original mortgage debt, whichever amount is less. The unpaid share of Common Expenses or any special assessments are collectible from all of the Unit Owners including such acquirer, his successors and assigns. A first mortgagee acquiring title to a Condominium Parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not during the period of its ownership of such Condominium Parcel, whether or not such Condominium Parcel is unoccupied, be excused from the payment of some or all of the Common Expenses or any special assessments coming due during the period of such ownership.

10.11 Cooking. No cooking of any nature whatsoever shall take place or be permitted on Unit balconies or within twenty-five (25) feet of the building.

• Proxy Vote 5 •

Legal Update By-Laws Governing Document Amendments

By-Laws Article

7.4 Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The association shall bear the cost of bonding. Fidelity bonds shall be required by the Board of Directors for all

~~persons who control or disburse funds of the Association or who are handling or responsible for Association funds including a management agent that handles funds for the Association. As used in this Article, the term "persons who control or disburse funds of the Association" means those individuals authorized to sign checks, and the President, Secretary, and Treasurer of the Association. The principal amount of such bonds shall not be less than the greater of: (1) a sum equal to three (3) months assessments on all units in the condominium building; (2) \$10,000.00 for each such person if the Association's annual gross receipts do not exceed \$100,000.00; (3) \$30,000.00 for each such person if the Association's annual gross receipts exceed \$100,000.00 but do not exceed \$300,000.00; or (4) \$50,000.00 is the Association's annual gross receipts exceed \$300,000.00. The bonds must include a provision that calls for ten (10) days written notice to the Association or insurance trustee before the bond can be cancelled or substantially modified for any reason. This same notice must be given to any mortgagee or servicer.~~

• Proxy Vote 6 •

Developer Declaration of Condominium Governing Document Amendments

Declaration of Condominium Articles

~~**3.2 Changes to Interior Layout, Design and Arrangement of Units.** Developer reserves the right to change the interior layout, design and arrangement of any Unit (i) so long as Developer owns the units so changed; (ii) provided such change is approved by a majority of total voting interests hereunder; (iii) provided such changes shall be reflected by an amendment to this Declaration; and (iv) provided that an amendment for such purpose shall be signed and acknowledged by the Developer and the Association. A certificate of the Association shall be required in the form and manner provided for in Paragraph 13.5 below.~~

~~**3.3 Changes to Boundaries and Unit Dimensions.** Developer reserves the right to change the boundaries between or among units so long as Developer owns the units so changed and provided such change is approved by a majority of total voting interests hereunder. No such change shall be made without amending this Declaration in the manner provided by law. The amendment for such purpose shall be signed and acknowledged by the Developer and the Association. A certificate of the Association shall be required in the form and manner provided for in Paragraph 13.5 below.~~

~~**3.4(e) Developer.** Until such time as Developer or any Successor Developer as defined by Florida Statutes or by the Florida Administrative Code, has completed all of the contemplated improvements on the land and~~

~~sold all of the units contained within the Building, easements, including but not limited to ingress and egress, are hereby reserved to Developer and shall exist under, through and over the Condominium Property as may be required by Developer for the completion of the contemplated improvements and the sale of said units. Neither the unit Owners, nor the Association, nor the use of the Condominium Property shall in any way interfere with said completion of the contemplated improvements and sale of the units.~~

~~**7.3 Commencement of Assessments.** Assessments for Common Expenses shall commence no earlier than the first day of the month next succeeding the date of closing the first Condominium Parcel purchase, except for the Developer who shall begin to pay assessments on Developer-owned units on the first day after the fourth calendar month after the date of closing of the first Condominium Parcel purchase. However, the Developer must pay the portion of common expenses incurred during that period which exceed the amount assessed against other unit owners as provided in Florida Statute 718.116(9) (a).~~

~~**7.4 Working Capital Fund.** Each purchaser of a Condominium Parcel from the Developer shall pay **FOUR HUNDRED AND NO/100 (\$400.00) DOLLARS** at the time of closing of the Condominium Parcel, which amount shall be contributed to an initial working capital fund of the Association. After the first day of the fourth calendar month after the date of closing of the first condominium purchase, it may be utilized for the purchase of pool and office furniture and other furniture, building and grounds equipment and other equipment, lawn mowers, office supplies, utility deposits, other supplies and for start-up Common Expenses and other Common Expenses paid or accrued prior or subsequent to the commencement date of assessments and for any purpose for which the Association could levy an assessment.~~

~~**8.6 Contracts.** The Association, prior to passage of control, as described in the By-Laws and Florida Statutes 718.301 shall not be bound by and shall not enter into contracts or leases (including a management contract) unless there is a right of termination of any such contract or lease, without cause which is exercisable without penalty at any time after transfer of control upon not more than ninety (90) days notice to the other party.~~

~~**10.1 Units.** Each of the units shall be occupied only as a single family residential dwelling by the Unit Owner, members of his family, his guests, invitees, and lessees, and in the case of lessees, their families, guests and invitees. So long as Developer owns a Unit, it or its agents may utilize a unit or units for a sales office, a model Unit or any other usage for the purpose of selling units.~~

~~**10.14 Developer's Use.** Until such time as Developer or its successors has completed all the contemplated improvements of the Condominium and closed the sale of all the Condominium Parcels, neither the Unit Owners nor the~~

~~Association, nor the use of the Condominium Property shall interfere with the completion of the contemplated improvements and the sale of the Condominium Parcels. Developer or its successors and assigns may make such use of any unsold Units, and the Common Elements as may facilitate such completion and sale including but not limited to maintenance of a sales office, showing of the Units, and the display of signs.~~

13. Amendments. Except as otherwise provided in Paragraph 3.1, ~~3.2 and 3.3,~~ and except as otherwise provided in Paragraph 13.4, amendments to this Declaration shall be proposed and adopted in the following manner.

~~**13.4 Amendments Prior to Transfer of Control of Association.** Notwithstanding the provisions of Paragraphs 13.2 and 13.3 hereof, until the first election of the members of the Board of Directors by Unit Owners, as provided in the Articles of Incorporation and By-Laws of the Association, proposal of an amendment other than an amendment described in Section 718.110(4) and (8) Florida Statutes shall be made by the Board of Directors. Approval thereof shall require only the affirmative vote of all of the Directors at any regular or special meeting thereof. Amendments relating to matters described under Florida Statutes 718.110(4) must be joined in execution by the record owner of any unit so affected and all record owners of liens on such unit. Additionally, the record owners of all other units must approve the amendment. No amendment may permit time share estates to be created unless the record owner and all lien holders on each unit join in the execution of such amendment as required under Florida Statutes 718.110(8).~~

• Proxy Vote 7 •

Developer By-Laws Governing Document Amendments

By-Laws Articles

4.2 Election of Directors. Election of directors shall be conducted in the following manner, subject, however, to the provisions of section 718.112(2)(d)4. ~~Subsections (1) and (2) of Section 718.301~~ of the Florida statutes:

~~**9.3 Amendments Prior to Transfer of Control of Association.** Notwithstanding the provisions of Paragraph 9.2 hereof, until the first election of the members of the Board of Directors by Unit Owners, as provided in the Articles of Incorporation and By-Laws of the Association, proposal of an amendment other than an amendment described in Section 718.110(4) and (8) Florida Statutes shall be made by the Board of Directors. Approval thereof shall require only the affirmative vote of all of the Directors at any regular or special meeting thereof. Amendments relating to matters described under Florida Statutes 718.110(4) must be joined in execution by~~

~~the record owner of any unit so affected and all recordowners of liens on such unit. Additionally, the record owners of allother units must approve the amendment. No amendment may permit timeshare estates to be created unless the record owner and all lien holders on each unit join in the execution of such amendment as required under Florida Statutes 718.110(8).~~

• **Proxy Vote 8** •

Office and Records Governing Document Amendments

Articles of Incorporation Article

12.1 The principal office of the Association shall be located at ~~2430 South Atlantic Avenue, suite E, Daytona Beach Shores, Florida, 32118~~ 1 John Anderson Drive, Ormond Beach, FL 32176 but the Association may maintain offices and transact business in such other places within Volusia County, and the State of Florida as may from time to time be designated by the board of directors. However, the official records of the Association shall be maintained within the State of Florida. The records of the Association shall be made available to a unit Owner within ~~five (5)~~ ten (10) working days after receipt of written request by the Board or its designee. Compliance with this requirement may be achieved by having a copy of the Official Records of the Association available for inspection or copying on the condominium property or Association property. The official registered agent for services of process at such address shall be EDWIN W. PECK, SR., at 2430 South Atlantic Avenue, Suite E, Daytona Beach Shores, FL 32118 until such time as replaced by the corporation.

By-Laws Articles

1.1 Office. The principal office of the Association shall be at ~~2430 South Atlantic Avenue, Suite E, Daytona Beach Shores, Florida~~ 1 John Anderson Drive, Ormond Beach, FL 32176, but the Association may maintain offices and transact business in such other places within Volusia County and the State of Florida as may from time to time be designated by the Board of Directors. The records of the Association shall be made available to a unit owner within ~~five (5)~~ ten (10) working days after receipt of written request by the Board or its designee. This Paragraph may be complied with by having a copy of the Official Records of the Association available for inspection or copying on the condominium property or Association property.

7.6 Financial Report. Within one hundred twenty (120) ~~sixty (60)~~ days following the end of the fiscal or calendar year or annually on such date as is otherwise provided in the bylaws of the association, the board of administration of the association shall mail or furnish by personal delivery or electronic mail to each unit owner ~~and the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business Regulation, a~~

complete financial report of actual receipts and expenditures for the previous twelve months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

7.8 (b) The official records of the association shall be maintained within the state. The records of the association shall be made available to a unit owner within ten (10) ~~5~~ working days after receipt of written request by the board of its designee. This paragraph may be complied with by having a copy of the official records of the association available for inspection or copying on the condominium property or association property.

7.8 (c) The official records of the association are open to inspection by any association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the association member. The association may adopt reasonable rules regarding the frequency, time location, notice, and manner of record inspections and copying. Notwithstanding the provisions of this paragraph, the following records shall not be accessible to unit owners:

1. A record which was prepared by an association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.

2. Information obtained by an association in connection with the approval of the lease, sale, or other transfer of a unit.

3. Medical records of unit owners.

4. Employee records.

• Proxy Vote 9 •

Communication (Email) Governing Document Amendments

By-Laws Articles

3.3 Notice. Notice of all member meetings, including the annual meeting, stating the time and place and the object for which the meeting is called shall be given to each unit owner at least fourteen (14) continuous days prior to such meeting. Such notice shall be given in writing to each member at his address as it appears on the books of the Association, and

shall be delivered via personal delivery, electronic mail, or mailed by regular mail. When a unit is owned by more than one person, the Association shall provide notice for meetings and all other purposes to that one address which the Developer initially identifies for that purpose, and thereafter, as one or more of the owners of the unit shall so advise the Association in writing, or if no address is given, or the owners of the unit do not agree, to the address provided on the deed of record. Notice of meetings shall be posted conspicuously on the condominium property not less than fourteen(14) continuous days preceding such meeting. Upon notice to the unitowners, the Board shall by duly adopted rule designate a specific location on the condominium property upon which all notices of unit owner meetings shall be posted. An officer of the Association, or the manager, or such other person providing notice of the Association meeting shall provide an affidavit or U.S. Postal Service Certificate of Mailing to be included in the Official Records of the Association affirming that the notice was mailed or hand delivered to each unit owner at the address last furnished to the Association.

4.6 Regular Meetings. Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, or electronic mail at least three days prior to the day named for such meeting.

7.1(c) Notice of Meeting. A copy of the proposed annual budget and a meeting notice shall be mailed, emailed, or hand delivered to each Unit Owner not less than fourteen (14) days prior to the meeting at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting.

• Proxy Vote 10 •

Unit Owner Insurance Governing Document Amendments

Declaration of Condominium Article

9.5 Unit Owner's Insurance. Each Unit Owner shall be required and responsible for purchasing, at his own expense, property and liability insurance upon his own personal property and such other insurance as he shall desire. Such property coverage shall name the association as an additional insured and contain at least \$2,000.00 of loss assessment coverage. Owners renting their units are responsible for ensuring that their tenants purchase renter's insurance to cover property and liability during the term of any lease and supplying proof of such insurance to the association.

• Proxy Vote 11 •

Rental Restriction (Length of Rental) Governing Document Amendments

Declaration of Condominium Article

10.5 Leasing of units. The leasing or renting of a Condominium unit is prohibited for lease periods of less than ~~six~~ twelve (12) months. All of the terms and provisions of the Condominium Act, the Declaration, Articles of Incorporation, the By-Laws, and the rules and regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a unit as a tenant to the same extent as against a unit Owner, and a covenant upon the part of each such tenant to abide by the rules and regulations of the Association, and the terms and provisions of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws of the Association.

• Proxy Vote 12 •

Rental Restriction (Maximum Number of Rental Units) Governing Document Amendments

Declaration of Condominium Article

10.5 Leasing of units. The leasing or renting of a Condominium unit is prohibited for lease periods of less than six months. No more than 10% (16 Units), excluding an association owned Unit 114, shall be leased simultaneously. All of the terms and provisions of the Condominium Act, the Declaration, Articles of Incorporation, the By-Laws, and the rules and regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a unit as a tenant to the same extent as against a unit Owner, and a covenant upon the part of each such tenant to abide by the rules and regulations of the Association, and the terms and provisions of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws of the Association.

ORMOND HERITAGE CONDOMINIUM MANAGEMENT ASSOCIATION, INC.

One John Anderson Drive, Ormond Beach, Florida 32176

PROXY

Annual Membership Meeting

Saturday - November 6, 2021 10:00 A.M. Ballroom

The undersigned, owner(s) or designated voter of Unit No. _____ in The Ormond Heritage Condominium Management Association, Inc., appoints _____ or Association Director, Richard Ryan, as my proxyholder to attend the Annual Membership meeting of The Ormond Heritage Condominium Management Association, Inc., to be held in the association Ballroom, located at 1 John Anderson Drive, Ormond Beach, FL, 32176, November 6, 2021, at 10:00 A.M., and any adjournment 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 proxy holder to vote on other issues which might come up at the meeting and for which a limited proxy is not required).

_____ I authorize and instruct my proxy to use his or her best judgment on all matters which properly come before the meeting and for which general power may be used.

LIMITED POWERS – For your vote to be counted on the following issues, you must indicate your preference in the blanks provided below.

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

- 1. Adopt IRS Section 277 Election - Association Resolution for Revenue Ruling 70-604 Election – Excess Income Applied to the Following Year's Assessment.**

Approve: _____

By voting yes, you are agreeing to allow excess membership income from 2021 to be rolled over into 2022 for tax purposes.

Disapprove: _____

By voting no, excess members income will be reimbursed to owners. (The adopted budget already incorporates anticipated excess membership income as a credit against 2022 expenses.)

- 2. Budget Election (Full or Partial Funding)**

The Board of Directors recommends you vote to **FULLY FUND (100%)** Reserves at \$375,000.00 for 2022 (White Budget).

A **PARTIALLY FUNDED (68.1%)** Reserves Budget which funds reserve at \$255,320.00 (Green Budget, printed on Green paper), is included as an optional choice for member consideration.

WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS. FL Statute 718.112(2)(f)4

Please indicate your budget preference for 2022 below:

White Budget - 100% (Fully Funded): _____

Marking this line indicates you want to fully fund the reserve in accordance with the board adopt White Budget.

Green Budget – 68.1% (Partially Funded): _____

Marking this line indicates you want to adopt the alternative Green Budget which contains reduced reserve funding.

3. Housekeeping Governing Document Amendments (See cover letter and the document amendment supplement for details of this voting section).

This proxy section proposed to adopt amendments to Declaration of Condominium Articles 2.9, 2.15, 4.2(a), 6.4, 7, 8.1, 10.7, 10.12.

Approve: _____

By voting yes, you are approving of the proposed changes to the governing document sections listed only in proxy vote #3.

Disapprove: _____

By voting no, you are disapproving of the proposed changes to the governing document sections listed in only proxy vote #3.

4. Legal Update Declaration of Condominium Governing Document Amendments (See cover letter and the document amendment supplement for details of this voting section).

This proxy section proposed to adopt amendments to Declaration of Condominium Articles 6.3, 7.2, 10.11.

Approve: _____

By voting yes, you are approving of the proposed changes to the governing document sections listed only in proxy vote #4.

Disapprove: _____

By voting no, you are disapproving of the proposed changes to the governing document sections listed in only proxy vote #4.

5. Legal Update By-Laws Governing Document Amendments (See cover letter and the document amendment supplement for details of this voting section).

This proxy section proposed to adopt amendments to By-Laws Article 7.4.

Approve: _____

By voting yes, you are approving of the proposed changes to the governing document sections listed only in proxy vote #5.

Disapprove: _____

By voting no, you are disapproving of the proposed changes to the governing document sections listed in only proxy vote #5.

6. Developer Declaration of Condominium Governing Document Amendments (See cover letter and the document amendment supplement for details of this voting section).

This proxy section proposed to adopt amendments to Declaration of Condominium Articles 3.2, 3.3, 3.4(c), 7.3, 7.4, 8.6, 10.1, 10.14, 13, 13.4.

Approve: _____

By voting yes, you are approving of the proposed changes to the governing document sections listed only in proxy vote #6.

Disapprove: _____

By voting no, you are disapproving of the proposed changes to the governing document sections listed in only proxy vote #6.

7. Developer By-Laws Governing Document Amendments (See cover letter and the document amendment supplement for details of this voting section).

This proxy section proposed to adopt amendments to By-Laws Articles 4.2, 9.3.

Approve: _____

By voting yes, you are approving of the proposed changes to the governing document sections listed only in proxy vote #7.

Disapprove: _____

By voting no, you are disapproving of the proposed changes to the governing document sections listed in only proxy vote #7.

8. Office and Records Governing Document Amendments (See cover letter and the document amendment supplement for details of this voting section).

This proxy section proposed to adopt amendments to Article of Incorporation Article 12.1 and By-Laws Articles 1.1, 7.6, 7.8(b), 7.8(c)4.

Approve: _____

By voting yes, you are approving of the proposed changes to the governing document sections listed only in proxy vote #8.

Disapprove: _____

By voting no, you are disapproving of the proposed changes to the governing document sections listed in only proxy vote #8.

9. Communication (Email) Governing Document Amendments (See cover letter and the document amendment supplement for details of this voting section).

This proxy section proposed to adopt amendments to By-Laws Articles 3.3, 4.6, 7.1(c).

Approve: _____

By voting yes, you are approving of the proposed changes to the governing document sections listed only in proxy vote #9.

Disapprove: _____

By voting no, you are disapproving of the proposed changes to the governing document sections listed in only proxy vote #9.

10. Unit Owner Insurance Governing Document Amendments (See cover letter and the document amendment supplement for details of this voting section).

This proxy section proposed to adopt amendments to Declaration of Condominium Article 9.5.

Approve: _____

By voting yes, you are approving of the proposed changes to the governing document sections listed only in proxy vote #10.

Disapprove: _____

By voting no, you are disapproving of the proposed changes to the governing document sections listed in only proxy vote #10.

11. Rental Restriction (Length of Rentals) Governing Document Amendment (See cover letter and the document amendment supplement for details of this voting section).

This proxy section proposed to adopt amendments to Declaration of Condominium Article 10.5 as follows:

Approve: _____

By voting yes, you are approving of the proposed changes to the governing document sections listed only in proxy vote #11.

Disapprove: _____

By voting no, you are disapproving of the proposed changes to the governing document sections listed in only proxy vote #11

12. Rental Restriction (Maximum Number of Rental Units) Governing Document Amendment (See cover letter and the document amendment supplement for details of this voting section).

This proxy section proposed to adopt amendments to Declaration of Condominium Article 10.5 as follows:

Approve: _____

By voting yes, you are approving of the proposed changes to the governing document sections listed only in proxy vote #12.

Disapprove: _____

By voting no, you are disapproving of the proposed changes to the governing document sections listed in only proxy vote #12.

**Designated Voter Signature Below
Please do not forget to sign your proxy**

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

Date

Signature of Designated Voter

Unit Number

To facilitate Proxy counting, we encourage this Proxy be registered with the Secretary of the Ormond Heritage Condominium Management Association, Inc., on or before **1:00 P.M. Friday, November 5, 2021**. Registration with the Secretary can be accomplished by mailing or turning the Proxy into the Ormond Heritage Office.

STOP HERE

Area Below is for a Substitution of Proxyholder if your designated Proxyholder cannot attend the meeting and would be completed by said Proxyholder.

SUBSTITUTION OF PROXY HOLDER

(This section is only to be used by your proxyholder if for some reason they cannot attend the meeting and must reassign your proxy to someone who can attend.)

The undersigned, appointed as proxy holder above, designates _____ to substitute for me in voting the proxy as set forth above. (print name)

Signature of Proxy Holder

Date

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 FOR MORE THAN NINETY (90) DAYS FROM THE DATE OF THE ORIGINAL MEETING FOR WHICH IT WAS GIVEN.

This form was adapted from DBPR Form CO 6000-7 in accordance with F.A.C. 61B23.002, Effective: June 23, 2009.