

Changes as a Result of Comments

We have had multiple question and comments about creating a “redline” version of changes and additions to the documents. Our attorney has advised us against such attempt as the changes are substantial. In addition, doing a revision in this manner would make it more difficult for the drafters and the readers to understand the changes. Portions of the documents were moved from bylaws to declaration, from one section to another, and many sections were renumbered.

While the original language of Section 1.8 covered maintenance of the preserve area with have added specific language with regard to the preserves for clarity. We have taken out of 1.8 reference to the Ashford Lane sidewalk as appears that sidewalk is the responsibility of the neighborhood to maintain.

Section 8.28 has been corrected to allow storage of gasoline or propane to power portable generator, gas grills and similar equipment. This was the intention when the drafting began and was inappropriately deleted.

The last sentence of Section 5.1 was left in error and has been deleted.

Section 14.1 had some missing language regarding discontinuation of non-essential services and liens on property. That has been corrected.

There was a question concerned that we had deleted language regarding waiver of liability as to the Master Association. While the legal effect of such a waiver is questionable and while we also have insurance for such matters, waiver language was included in Section 15.

A portion of Section 9.1.1 has been deleted because we do not own any buildings to insure. As it now is written this section now allows the board to determine whether to insure some property owned by the Master Association or set up reserves for loss or replacement. This was done on the advice of our insurance agent and management company. Those sections dealing with liability insurance and insuring board members etc, have been left as there were originally

There was a question posed regarding the Right of Entry and concern that we had left this item out. It was addressed in 9.5 and was missed by the person making the inquiry.

We have had a number of requests to limit signage and particularly political signs. While this issue is addressed in most neighborhood documents, Section 8.7 deals with this issue and is not significantly changed from our previous documents.

It was suggested that we allow window air conditioners in emergency circumstances such as after a hurricane. We believe that use of a window unit after a hurricane wouldn't be an issue and including language to allow emergency use may result in abuse and create more problems than leaving the language as is.

There have been several questions with regard to establishing a leasing policy. Most neighborhoods have leasing restrictions in their neighborhood documents. However, leasing is address in Section 8.3 as it was in the original document.

The time for Notices to Neighborhood Representatives has been increased from 14 days to 21 days prior to voting. This was done by the drafters after review without any community comment.