

The Depot Owners Association, Inc.

1851 SW 2nd Ave - Fort Lauderdale, Fl. 33315
Management: 1220 Miami Road #6 - Ft Lauderdale FL 33316
Phone: 954-462-0880 Email: iipshafor@gmail.com

Dear Unit Owners,

Enclosed please find a copy of the Proposed Amendments to our current governing documents and a Written Consent Form to indicate your approval of the proposed Amendments.

If you approve the changes to our current documents, please fill out the Written Consent Form and return it to our management office by email at iipshafor@gmail.com or by regular mail or drop-off at 1220 Miami Road #6, Fort Lauderdale, Florida 33316.

Thank you, in advance.

Management,
The Depot Owners Assoc., Inc.
(08/01/23)

THE DEPOT OWNERS ASSOCIATION, INC.

WRITTEN CONSENT FORM

I Suzanne Jarque (print name), as the authorized voting representative for **Unit # 8**, located at 1851 SW 2nd Avenue, Fort Lauderdale, FL 33315, which is within The Depot Owners Association, pursuant to Section 617.0701 of the Florida Statutes, hereby consents to the following action:

By signing below, I approve the enclosed proposed amendments to Articles 10.2, 12.3, 12.9, and 18 of the Declaration of Covenants, Conditions and Restrictions of The Depot, and to Article 3.2 of the By-Laws of The Depot Owners Association, Inc.

 _____ (Sign Name)

Suzanne Jarque (Print Name)

The above-referenced owner affirms that this Written Consent was signed on the 2 day of August 2023.

Enclosure (Proposed Amendments to Declaration and By-Laws)

1 PROPOSED AMENDMENTS TO THE
2 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
3 OF THE DEPOT AND TO THE
4 BY-LAWS OF THE DEPOT OWNERS ASSOCIATION, INC.
5

6 (additions indicated by underlining, deletions by "----",
7 and unaffected language by ". . .")
8

9 ***To clarify and modify several operational issues in the***
10 ***Community, including insurance coverage, the permissible use of the***
11 ***units, leasing restrictions, the ability of the Association to review and***
12 ***approve a proposed sale/transfer/lease of a unit, and Annual***
13 ***Meeting/Election procedures, Articles 10.2, 12.3, 12.9, and 18 of the***
14 ***Declaration and Article 3.2 of the By-Laws are amended as follows:***
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16 **TO THE DECLARATION**
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20 10. Insurance
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24 10.2 Property of Unit Owner. Unit Owners shall ~~should~~ obtain insurance
25 coverage at their own expense upon their personal property and for their
26 personal liability and expenses and such insurance shall not be the
27 responsibility of the Association. Specifically, and notwithstanding anything to
28 the contrary contained herein, all Unit Owners and any Tenants of a Unit must
29 obtain a comprehensive general liability insurance policy in an amount of not
30 less than \$500,000.00 for bodily injury, property damage, or other losses, and,
31 upon request, must supply evidence of such policy to the Association. Such
32 insurance policy must list the Association as an additional named insured. The
33 Board of Directors shall have the authority, from time to time, to adopt
34 additional rules and regulations regarding the insurance coverage
35 requirements for Unit Owners and/or Tenants, including, without limitation,
36 modifying the minimum coverage amounts of the required insurance policy.
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40 12. Use Restrictions
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44 12.3 Lawful and Permitted Uses. (a) No immoral, improper, offensive
45 or unlawful use shall be made of the Project Property or a Unit, and all
46 valid laws, zoning ordinances and regulations of all governmental bodies
47 having jurisdiction shall be observed. The responsibility of meeting the
48 requirements of governmental bodies for maintenance, modification or
49 repair of the Project Property or a Unit shall be the same as the
50 responsibility for the maintenance and repair of the property concerned.

51
52 (b) Further, all Units shall be
53 used for private, non-commercial purposes by the Unit Owners, and no
54 business or commercial activity shall be conducted within or around any
55 Unit. Notwithstanding the foregoing, the following conduct shall not be
56 considered "business or commercial activity": a) conduct that is not
57 apparent nor detectable by sight, sound or smell from outside the Unit; b)
58 conduct that does not involve trade/commercial vehicles being parked in a
59 visible location on the Project Property; c) conduct that does not involve a
60 high volume of traffic to and from the Unit by persons for what appears to
61 the Board to be business related purposes, as determined by the Board in
62 its sole discretion; and/or, e) conduct that is consistent with the intended
63 private use character of the Units and the Project Property, and does not
64 constitute a nuisance, or a hazardous or offensive use, or threatens the
65 security or safety of other occupants or Unit Owners at the Project
66 Property. Whether any particular conduct or activity violates or complies
67 with any of the foregoing requirements set forth in this Section 12.3 shall
68 be determined in the sole and reasonable discretion of the Board.

69
70 (c) The foregoing Subsection (b) of
71 this Section 12.3 of the Declaration shall not apply to a Unit Owner who is
72 conducting business or commercial activity within his or her Unit prior to
73 the effective date of this amendment, provided that such Unit Owner
74 submits written information to the Board of Directors confirming the
75 specific details of the business or commercial activity being conducted
76 within his or her Unit.

77
78
79 12.9 Leasing Restrictions. (a) All lease or rental agreements for
80 the occupation or use of a Unit must be in writing and must be specifically
81 subject to the requirements of the Project Documents and the Rules and
82 Regulations, and are subject to the prior written approval of the
83 Association as set forth in Article 18 of this Declaration. Any lease of a
84 Unit must have ~~minimum initial~~ a term of one (1) year not less than six (6)
85 ~~months~~ and any renewal of a lease must be approved by the Association as
86 set forth in Article 18 of this Declaration. The subleasing of a Unit shall be
87

88 prohibited and no individual rooms may be rented. Each lease shall
89 specifically provide (or, if it does not, shall be automatically deemed to
90 provide) that a material condition of the lease shall be the tenant's full
91 compliance with the covenants, terms, conditions and restrictions of this
92 Declaration, and with any and all rules and regulations adopted by the
93 Association from time to time, and that a violation of the governing
94 documents or rules is a material breach of the lease and is a basis for the
95 Board to disapprove any request to approve a lease renewal, as well as a
96 basis for damages, termination of the lease, and/or eviction, and that the
97 tenant and the owner agree that the Association, as the agent of the
98 owner, may proceed directly against the tenant(s) for eviction.

99
100 (b) Moratorium on Leasing. Upon the
101 effective date of this amendment, no Unit shall be leased during the first
102 twenty-four (24) months following the acquisition of title. In the event title
103 to a Unit is acquired with a tenant in possession under a previously
104 approved lease, the lease may continue for the duration of the existing
105 approved lease term, as well as any renewal of the previously approved
106 lease. Upon the termination of that lease (or the termination of any
107 renewal of the previously approved lease), the Unit shall not be leased for
108 the next twenty-four (24) month period. This Section (b) of Article 12.9 of
109 the Declaration shall not apply to: (i) any Unit owned by the Association;
110 or (ii) Unit Owners who acquired record title to their Units prior to the
111 effective date of this amendment.

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115 18. Transfers Subject to Association Approval.

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117 In order to secure a community of congenial and financially responsible
118 Unit Owners and occupants, and for the protection of the value of the Units, no
119 Unit Owner may dispose of a Unit or any interest therein by sale, transfer,
120 lease, gift or other conveyance without the prior written approval of the
121 Association. The approval of the Association shall be obtained as follows:

122
123 (a) Notice to Association. A Unit Owner intending to
124 make a bona-fide sale, transfer, lease, gift or other conveyance of his or her
125 Unit shall give notice to the Board of such intention, together with the name
126 and address of the proposed purchaser, lessee or grantee and such other
127 information and application materials as the Board may require, which may
128 include a personal interview with the prospective purchaser, lessee, or grantee
129 at the discretion of the Board, and a background investigation of the applicant.
130 In addition, as a condition for approval, the Board shall require: (i) the payment
131 of an administrative transfer fee of \$150.00 per applicant (or such other
132 amount as may be determined by the Board in the exercise of its reasonable

133 business judgement to account for economic factors such as inflation or
134 annual increases occurring in the Consumer Price Index) to offset the cost of
135 the background investigation of the applicant; and/or (ii) a security deposit
136 not to exceed one-half (1/2) of one (1) month's rent to protect against damages
137 to the common areas or Association property. If the Board requires an
138 administrative transfer fee, a security deposit, and/or interview, no application
139 shall be considered complete without the payment of the fee, deposit, and
140 interview, if required, as well as the delivery of such other information that may
141 be required by the Board.

142
143 (b) Election of Association -Sale. Within thirty (30)
144 days after receipt of the notice and all such other information and completed
145 application materials as the Association may require, unless the transaction is
146 disapproved for "good cause" as set forth herein, the Board must approve the
147 transaction or, and only to the extent required by Florida law, exercise a right
148 of first refusal.

149
150 (c) Election of Association -Lease. Within thirty (30)
151 days after receipt of notice and other supplemental information required by the
152 Association, the Association must either approve or disapprove the proposed
153 lease. If the lease is disapproved, the lease shall not be made. Any renewal of
154 any original lease term must be approved, in advance, by the Association, as
155 set forth in this Article 18 of the Declaration.

156
157 (d) Election of Association – Other Transfer. If the
158 notice is of an intended gift or other transfer of title, within thirty (30) days
159 after receipt of notice, completed application and other supplemental
160 information required by the Association, unless the transfer is disapproved for
161 "good cause" as set forth herein, the Board must approve the transfer or, and
162 only to the extent required by Florida law, exercise a right of first refusal. Any
163 attempted transfer of title to a party not approved by the Board shall be void.

164
165 (e) Failure to follow the provisions of this Article 18
166 of the Declaration prior to entering into any sale, gift, transfer or lease of a Unit
167 shall cause such transfer to be void and no interest in the Unit shall pass.

168
169 (f) Good Cause Factors for Disapproval.
170 Notwithstanding anything to the contrary contained in this Declaration, the
171 Board may disapprove a proposed sale, lease or other transfer of title of a Unit
172 for "good cause", as set forth below. The Board shall have the discretion to
173 make the determination as to whether any one factor alone or together with
174 other factors provides sufficient basis and "good cause" to disapprove an
175 applicant. Except to the extent required by law, the Board is not required to
176 provide the specific reasons for the disapproval, nor shall the Association be
177 obligated, in that instance, to exercise its right of first refusal. The following

178 factors may constitute “good cause” for the Board to disapprove a proposed
179 sale, lease or other transfer of a Unit:

180
181 (i) The person seeking approval has been
182 convicted of a felony involving violence to persons or property, sale,
183 distribution, or use of controlled substances, or a felony demonstrating
184 dishonesty or moral turpitude or has pled guilty to any such felonies. In
185 determining whether to disapprove a sale, lease, or transfer based on this
186 factor, the Board shall consider the nature, severity and recency of the
187 applicant’s criminal conduct, which is the subject of the conviction or guilty
188 plea, as well as any rehabilitation efforts, on a case-by-case basis;

189
190 (ii) The person seeking approval has a record
191 of financial irresponsibility, including without limitation prior bankruptcies,
192 foreclosures or bad debts or the person does not appear to have adequate
193 financial resources available to meet his/her obligations to the Association, or
194 has a credit score below the minimum threshold established by the Board,
195 from time to time, in its sole discretion;

196
197 (iii) The application for approval provides
198 information which, on its face, indicates that the person seeking approval
199 intends to conduct himself or herself in a manner inconsistent with the
200 covenants and restrictions applicable to the Project. By way of example, but
201 not limitation, an owner allowing an applicant to occupy a Unit prior to
202 approval by the Board as provided for herein, shall constitute a presumption
203 that the conduct of the applicant is inconsistent with applicable restrictions;

204
205 (iv) The person seeking approval failed to
206 provide the information, fees or appearance required to process the application
207 in a timely manner or included inaccurate or false information in the
208 application;

209
210 (v) All assessments, fines, and other charges
211 against the Unit have not been paid in full.

212
213 (g) Business Entity Ownership and Occupancy.
214 Notwithstanding anything to the contrary contained in this Declaration, any
215 Unit that is owned or leased by a business entity, including, without limitation,
216 a corporation, a general or limited partnership, a limited liability partnership,
217 or a limited liability company, must register with the Association all persons
218 associated with the entity who are authorized to access and occupy the Unit,
219 which may include, without limitation, the names, photo identification and any
220 other information regarding such persons that may be required by the Board.
221 The Board shall have the authority, from time to time, to adopt rules and
222 regulations concerning the individuals accessing Units owned or leased by a
223 business entity. Further, if a sale, transfer, or lease of a Unit is to a business
224 entity, the Association has the authority to approve the designated “beneficial

225 owner(s)” of such entity, who will be all such persons who own at least 25% or
226 more of an equity interest of such entity. Each Unit that is owned or leased by
227 a business entity must have at least one (1) beneficial owner of such entity,
228 and the Board is authorized to request and obtain documentation to confirm
229 the identity of the beneficial owner(s) of such entity, which can include, without
230 limitation, the written agreement that formed the entity, or any tax
231 return/financial documentation for the entity.

232
233 (h) Exceptions. Article 18 of this Declaration
234 regarding the requirement to obtain Association approval for a sale, transfer, or
235 lease of a Unit shall not apply to: (i) any Unit owned by the Association; (ii) any
236 sale, lease or transfer of title of a Unit to the “immediately family member” of a
237 Unit Owner. For the purposes of this paragraph, “immediate family member”
238 shall mean the parents, grandparents, children, grandchildren or siblings of
239 the Unit Owner, and the respective spouse or domestic partner of the foregoing
240 persons; or (iii) any Unit acquired by or transferred to a Trust for estate
241 planning purposes, provided that the occupancy of the Unit is only by the
242 Grantor, Trustee and/or beneficiaries under the trust, or a tenant who has
243 been previously approved by the Association. In the event title is proposed to be
244 held in the name of a Trust, a copy of the executed Trust document under
245 which title is proposed to be held, as well as the names of all occupants of the
246 Unit, must be submitted to the Association, and any change in the Trust
247 document must be filed with the Association.

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251 **TO THE BY-LAWS**

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255 **3. DIRECTORS**

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259 3.2 Election of Directors shall be conducted in the following manner:

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261 (A) Members of the Board shall be elected by a plurality of the
262 votes cast at an annual meeting of the members of the Association. There
263 shall be no cumulative voting. Members shall vote for the election in
264 person or by ballot that the member personally casts as detailed below.
265 Proxies may not be utilized in electing Directors. The President may
266 appoint a nominating committee which shall nominate a minimum of one
267 (1) member of the Association for each office coming vacant. The
268 nominating process shall not preclude any member desiring to be a
269 candidate for membership on the Board of Directors from being nominated
270 from the floor. Notwithstanding anything to the contrary contained herein,

271 the following procedures shall be followed for the Annual Meeting of the
272 members and for the election of the Board:

273

274 (i) The First Notice of the Annual Meeting shall be
275 mailed or electronically transmitted to all Unit Owners at their address
276 that appears on the Association's books, not less than sixty (60) days
277 before the date of the Annual Meeting. Individuals desiring to run for the
278 Board must prepare a written notice of their intent to run for the Board
279 and deliver it to the Board no later than forty (40) days before the Annual
280 Meeting. A candidate may submit a personal information sheet to the
281 Association not less than thirty-five (35) days prior to the election, which
282 may not exceed one side of an 8.5 x 11-inch sheet of paper and contain
283 information describing the candidate's background, education and
284 qualifications as well as other factors deemed relevant by the candidate.
285 This procedure shall be the only method of nominations to run for the
286 Board at the Annual Election.

287

288 (ii) The Second Notice of Election shall be mailed or
289 electronically transmitted to all Unit Owners, at the address which appears
290 on the Association's books, not less than fourteen (14) days and no more
291 than thirty-four (34) days before the date of the Annual Meeting. The
292 Second Notice shall provide the agenda for the meeting, and shall include
293 the official election ballot containing the names of all the eligible
294 candidates, any timely submitted candidate information sheets, and inner
295 and outer envelopes for Unit Owners to return their election ballots, and
296 such other information the Board deems appropriate. The inner envelope
297 shall be unmarked for purposes of holding the ballot. The outer envelope
298 shall have blank spaces on its exterior for the Unit Owner to list his or her
299 name, Unit number and address, and a blank line for the Unit Owner
300 casting his or her vote to sign. The Second Notice shall also be posted in a
301 conspicuous place at the Community not less than fourteen (14)
302 continuous days before the Annual Meeting. Owners shall return their
303 completed election ballots inside the inner envelope, which shall be placed
304 in the outer envelope and mailed or delivered to the Association. A unit
305 owner may not permit any other person to vote his or her ballot, and any
306 ballots improperly cast are invalid.

307

308 (iii) Proxies shall not be used to vote for Directors.
309 Absentee ballots that have been properly submitted to the Association in
310 the manner set forth in this Article 3.2(A) of the By-Laws shall be
311 considered the presence of the Unit Owner at the Annual Meeting for the
312 purpose of quorum.

313

314 (iv) As the first order of business at the Annual
315 Meeting, any ballots not yet cast shall be collected. All ballots, whether
316 submitted prior to the election or turned in at the election will be handled
317 by an impartial committee. The impartial committee, which is appointed
318 by the Board, must not include current Board members or candidates for
319 the Board. The committee must check the signature(s) and property
320 address on the outer envelope against the current roster of Unit Owners.

321
322 (v) Upon the opening of the first outer envelope, the
323 polls shall be closed, and no more election ballots shall be accepted by the
324 Association. Any election ballot contained in an outer envelope that is not
325 signed by the Unit Owner or that contains more votes than the number of
326 seats up for re-election shall be marked "disregarded" and not counted.

327
328 (vi) The Board of Directors can hold the Annual Meeting
329 (or any other Membership or Board Meeting), in whole or in part, by
330 telephone, real-time videoconferencing, or via any other available virtual or
331 remote platform (such as, without limitation, via ZOOM or similar
332 websites) and, further, the Board can adopt, from time to time, rules and
333 regulations concerning the manner in which Unit Owners and Board
334 Members can participate remotely in all such Meetings, provided that such
335 regulations do not violate any provision of the Project Documents or the
336 Florida Statutes, as they may be amended from time to time.

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