

**WATERSIDE III AT BAY BEACH CONDOMINIUM
ASSOCIATION, INC.**

ANNUAL MEMBERSHIP MEETING

FEBRUARY 16, 2021

1. **Call to Order & Establish Quorum-** P. Yeatman called the meeting to order in the Waterside III Social Room at 10:00 a.m. P. Yeatman, J. VanGorder, D. Cote and S. Walker were in attendance and J. Hockley participated via conference call. C. Magill verified a quorum was established.
2. **Proof of Notice of Meeting** – C. Magill stated that the meeting notices/ affidavit were sent out in accordance with Florida statute, both 60 days prior to the days and 30 days prior.
3. **Election** – A total of 46 ballots were received. D. Cote and P. Yeatman maintained their seats on the Board and D. Kaiser was newly elected. C. Magill verified the vote count and was assisted by R. Miller and C. Pestow. J. Hockley was recognized for his many years of service and thanked for his dedication to the WS III community.
4. **Approval of the 2020 Annual Membership Meeting Minutes-** J. VanGorder made a motion to waive the reading of the minutes from the February 18, 2020 annual membership meeting and approve. D. Cote seconded the motion and the motion was carried unanimously.
5. **Reports of Officer's-** P. Yeatman read the President's report and a copy is attached. J. VanGorder presented a Treasurer's report and a

copy is attached. J. Hockley, D. Cote, and S. Walker had nothing to report.

6. New Business

- a. **Vote to Approve Amendments to Sections 11.3.5 and 12.13 of the Amended and Re-stated Declaration of Condominium of Waterside III, a Condominium-** The proposed thermostat setting change vote was 17 No votes and 27 YES votes. The revised amendment is attached and the proposal was passed.

- b. **Vote to Authorize the Board to Waive the Statutory Year End Financial Reporting Requirement for the 2021 Fiscal Year and Allow the Board to Prepare or Cause to be Prepared a Report of Cash Receipts and Expenditures, a Compiled Financial Statement, or a Reviewed Financial Statement at the Board's Discretion-** The vote was 38 YES votes and 5 No votes which will waive the financial reporting requirement and allow M&B to prepare the year end reporting statement.

7. **Open Discussion** – Comments were made that a great job was done managing the reserves and the overall financial position. T. Kaiser posed a question about term limits and Board succession plans. P. Yeatman addressed the issue citing that the 8 years referenced in 718.111(2)(d)(2) is not retroactive, so terms of directors which started prior to 7-1-2018 do not count towards the 8 years, and this was provided by the Waterside III attorney.

8. **Adjournment-** J. VanGorder made a motion for the meeting's adjournment and R. Miller seconded the motion. The meeting was adjourned as a unanimous motion.

Respectfully Submitted,

S.M. Walker

BOD Secretary

**President's Report
16 February 2021**

I don't have to tell anyone what a difficult year this has been for each of us individually and for the Association. Covid-19 has stressed individuals, as well as systems. I must thank my fellow Board Members for stepping up and helping me complete tasks, providing counsel and support. Carmel and Paul adjusted their attendance dates and times, as well as working from their homes. Their cumulated knowledge and effort enabled us not to lose a beat in maintaining our home as safely and orderly as it could ever be. Our Committees also need to be acknowledged for doing whatever could be done, although limited. A special call out is necessary for Joe Romanelli for working with Waterside IV and WMA to keep the pool open, safe and useable for our residents. And last but not least, I need to thank my neighbors for their cooperation and understanding allowing us to make our home safe and as accessible as possible.

I know I've used the word "safe" many times in this report; but this has had to be the most important thing we could and should be doing. Let's hope for better days ahead for the remainder of this year and next.

Stay safe and in touch, respectfully submitted,
Pete

TREASURER'S REPORT – FEBRUARY 16, 2021

The December financials from M&B indicate a budget surplus for 2020 in the amount of \$9,023, roughly 2% under budget. Nice work by our whole crew, the Board, Property Manager and Paul. We finished the year with an operating fund balance of \$157,000 and a reserve fund balance of \$294,152. Our reserve obligations continue to be fully funded (pooled methodology). From this overview, one can see that Will continues to be in a strong financial position. Thanks to all.

submitted
Jan R Van Gorder
Treasurer

PROPOSED AMENDMENTS TO DECLARATION OF CONDOMINIUM FOR WATERSIDE III AT BAY BEACH CONDOMINIUM ASSOCIATION, INC.

Additions indicated by underlining.

Deletions indicated by striking through.

11.3.5 Air Conditioning Maintenance; Washing Machine Hoses; Water Turn-Off. Owners are responsible for the ongoing air conditioning (HVAC) maintenance service in their Units, unless the Association has contracted for that service, which the Association may, but is not obligated, to do. If the Association does not contract for HVAC maintenance on behalf of Owners, Owners shall contract for, at least twice annually, maintenance of their HVAC system. A Unit Owner shall provide proof of such service within five (5) business days of the Association's written request. If a Unit Owner fails to contract for such service, or provide proof of such service, within the required time frame, the Association may, but is not obligated to, proceed to arrange for such HVAC maintenance and charge the cost to the Owner's unit. If the Association determines, as part of its routine maintenance, that any repairs are needed to the HVAC system the Owner shall perform such work within thirty (30) days or the Association may, but is not required to, perform the work and recover the cost from such Owner. If an Owner fails to maintain his or her air conditioning system and the air conditioning system fails, the Owner will be strictly liable for all damage caused to the Unit, the Common Elements, Association Property, other Units, or any other property damaged by ~~such leaks~~ or other problems. All washing machine hoses must be stainless steel wrapped, and if not stainless steel wrapped, must be replaced with stainless steel wrapped hoses. If an Owner fails to have stainless steel wrapped hoses on his or her washing machine and if a leak occurs in his or her washing machine hose, the owner will be strictly liable for all damage caused to the unit, the common elements, association property, other units, or any other property damaged by such leak. Water heaters, refrigerators, dishwashers, and other appliances that require a potable water supply should be periodically inspected and maintained especially if past the warranty period. The Board shall have the authority to enact rules and regulations for appliances, including material standards and useful life, in order to protect the common elements and units from casualty loss events, including water damage. All main water valves shall be a ball valve. Water heaters, ball valves and washing machine hoses shall be replaced by Unit Owners every fifteen (15) years. An owner is responsible for the water,

and the power to the hot water heater, being turned off in a unit if the unit will be unoccupied for 48 hours or more. If the water is not turned off in such instances and a leak occurs, the owner will be strictly liable for all damages caused to the unit, the common elements, association property, other units or any other property which is damaged by such leak.

All Unit Owners, when not occupying their Units, shall continually operate their Unit's air conditioning system to maintain the Unit temperature at no more than 78 degrees Fahrenheit and the humidistat turned off. Any replacement of a thermostat or thermostat/ humidistat within a Unit must exclude a humidistat; humidistats are not permitted to be added to or replaced in a Unit as of the effective date of this amendment. No Owner may use a dehumidifier to circumvent the requirement to maintain the Unit's air conditioning system at a minimum of 78 degrees Fahrenheit. ~~2 All unit owners with thermostats only, whether or not occupying their units, shall continuously operate their unit's air conditioning system to maintain the unit temperature at no more than 78 degrees Fahrenheit. Alternatively for those with the original installed analog thermostat/humidistat the Developer procedure may be employed, humidistat set to HIGH, thermostat set to 85 degrees and Fan set to AUTO. For those who've replaced the Developer installed thermostat/humidistat with a digital thermostat/humidistat, a required temperature of 83 maximum and 65% maximum humidity settings must be employed.~~ Failure to comply with this requirement will be considered gross negligence. If a Unit remains unoccupied for more than fifteen (15) consecutive day, the Unit Owner shall: (A) prior to the period the Unit is unoccupied, lock and secure the glass sliders. All electrical devices and rugs must be removed from the lanai or terrace. For Units without hurricane shutters surrounding their lanais, Owners must store all items located on their lanai inside their Unit during the entire period the Unit remains unoccupied.; (B) during the entire period the Unit remains unoccupied have the Unit checked at least one time every calendar month by a home watch service or other individual whose name and contact information has been provided to the Association as set forth in Section 11.8 below. 12.13 Mold. Given the climate and humid conditions in Florida, molds, mildew and toxin fungi may exist and/or develop within the Unit and/or Condominium Property. Each Unit Owner is hereby advised that certain molds, mildew, toxins, and fungi may, or if allowed to remain for a sufficient period, may become toxic and potentially pose a health risk. By acquiring title to a Unit, Unit Owner shall be deemed to assume the risks associated with molds, mildew, toxins, and/or fungi and to have released the Association from any and all liability resulting from same, including without limitation, any liability for consequential damages (which may result from, without limitation, the inability to possess the Unit, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury). Without limiting the generality of foregoing leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to growth of mold, mildew, fungus or spores. Vinyl wall covering or other non-permeable wall covering is prohibited from being installed on any exterior wall of the Unit or upon any wall within the Unit. Unit Owner agrees the Association is not responsible, and hereby disclaims any responsibility for any illness or allergic reactions which may be experienced by the Unit Owner, its family members and/or any Guests, tenants and invitees as a result of mold, mildew, fungus or spores. It is each Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination.

All Unit Owners, whether or not occupying the Unit, shall run the air conditioning system to maintain the Unit temperature, whether or not occupied, at not more than 78°F, to minimize humidity in the Unit. Failure to comply with this requirement will be considered gross negligence.

