

MISSION HILLS CONDOMINIUM ASSOCIATION, INC.

SECOND NOTICE OF ANNUAL MEETING AND ELECTION OF DIRECTORS

To All MISSION HILLS CONDOMINIUM ASSOCIATION, INC. Members,
The ANNUAL MEETING of MISSION HILLS CONDOMINIUM ASSOCIATION, INC. will be held at the following DATE, TIME, and LOCATION:

- **DATE / TIME: TUESDAY, MARCH 5, 2019 AT 6:00 PM**
- **LOCATION: MISSION HILLS CLUBHOUSE, 1401 MISSION HILLS BLVD., CLEARWATER, FL 33759**

Enclosed with this notice is the Agenda for the Annual Meeting, and a Proxy which will help establish a quorum and represent your vote on business that may arise. **Please make sure to select your vote for each Amendment on both pages of the enclosed Proxy. Initial the bottom of the first page of your Proxy and sign the second Proxy page.** The Annual Meeting of the Association will be held for the purpose of selecting the Directors and conducting such other business as may lawfully be conducted.

This year the number of candidates running for the Board does not exceed the number of vacancies that exist on the Board. In accordance with State Statutes, the candidates running for office, by Proclamation, will become the Association's new Board of Directors. Immediately following the Annual Meeting, the Board will meet briefly to elect Officers. Nominations cannot be taken from the floor

Agenda items are as follows:

1. Call to Order
2. Proof of Notice of the Meeting
3. Certifying of Proxies & Establish Quorum
4. Read or Waive Minutes of Last Members' Meeting
5. Reports of Officers and Committees
6. Appointment of Directors
7. Voting Results of Amendments to Declarations and Bylaws
8. **Adjournment**

The Organizational Meeting for the new Board will be held immediately following the Annual Meeting.

BOARD OF DIRECTORS ORGANIZATIONAL MEETING

1. Call to Order
2. Appoint Chairperson of the Meeting
3. Directors have Read and Agree to Abide by Association Documents
4. Appoint Officer Positions
5. **Adjournment**

MAILED: JANUARY 31, 2019

**BY ORDER OF THE BOARD OF DIRECTORS
JAMES J. MATEKA, LCAM**

MISSION HILLS CONDOMINIUM ASSOCIATION, INC.

**Annual Members Meeting
Tuesday, March 5, 2019 @ 6:00 PM**

2019 Board of Directors

Alphabetical order:

- BOOTH, JOSEPH**
- BUCHEIT, VICKI**
- HOUSE, ARTHUR L.**
- LANIER, JEAN**
- VOREL, MICHAEL**

NOTE: THE NUMBER OF CANDIDATES RUNNING FOR THE BOARD OF DIRECTORS DOES NOT EXCEED THE CURRENT VACANCIES EXISTING ON THE BOARD; THEREFORE, THE NAMES LISTED ON THIS FORM, BY PROCLAMATION, WILL BE MISSION HILLS CONDOMINIUM ASSOCIATION, INC. 2019 BOARD OF DIRECTORS.

MISSION HILLS CONDOMINIUM ASSOCIATION, INC.

LIMITED PROXY

MARCH 5, 2019

6:00 P.M.

TO: Secretary

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned hereby appoints the Secretary of the Association, his or her designee, or _____, attorney and agent with the power of substitution for and in the name, place and stead of the undersigned, to vote as proxy at the Members Meeting of the Association, to be held at Clubhouse, 1401 Mission Hills Blvd Clwtr, Fl _____, on March 5, 2019, at 6:00 p.m., and any adjournment thereof, according to the number of votes that the undersigned would be entitled to vote if then present in accordance with the specifications hereinafter made, as follows:

This Proxy may be used for quorum purposes.

Limited Powers

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

1. Shall ARTICLE XII, Assessments, of the Declaration be amended to read as shown on the attached Exhibit "A"?

_____ Yes, in favor of amendment. _____ No, not in favor of amendment.

2. Shall the last paragraph of ARTICLE XIV, Insurance, of the Declaration be amended to read as shown on the attached Exhibit "A"?

_____ Yes, in favor of amendment. _____ No, not in favor of amendment.

3. Shall Article XVIII, Restrictions, Section 8, of the Declaration be amended to read as shown on the attached Exhibit "A"?

_____ Yes, in favor of amendment. _____ No, not in favor of amendment.

4. Shall Article XIX, Transfer of Condominium Parcels and Section 1 - SALES, of the Declaration be amended to read as shown on the attached Exhibit "A"?

_____ Yes, in favor of amendment. _____ No, not in favor of amendment.

5. Shall Article XVII, Parking, of the Declaration be amended to read as shown on the attached Exhibit "A"?

_____ Yes, in favor of amendment. _____ No, not in favor of amendment.

Unit # _____ Init. _____

6. Shall Article I – Identity of the By-Laws, Section 2, of the By-Laws be amended to read as shown on the attached Exhibit “A”?

_____ Yes, in favor of amendment _____ No, not in favor of amendment

7. Shall Article IV – Administration, Section 4 of the By-Laws be deleted in its entirety and amended to read as shown on the attached Exhibit “A”?

_____ Yes, in favor of amendment _____ No, not in favor of amendment

8. Shall Article IV – Administration, Section 5 of the By-Laws be deleted in its entirety and amended to read as shown on the attached Exhibit “A”?

_____ Yes, in favor of amendment _____ No, not in favor of amendment

9. Shall Article IV – Administration, Section 7 of the By-Laws be amended to read as shown on the attached Exhibit “A”?

_____ Yes, in favor of amendment _____ No, not in favor of amendment

10. Shall Article IV – Administration, Section 9 and Section 10 of the By-Laws be amended to read as shown on the attached Exhibit “B”?

_____ Yes, in favor of amendment _____ No, not in favor of amendment

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

Dated: _____

Owner Signatures

Owner Printed Name _____

Unit#/Address: _____

SUBSTITUTION OF PROXY

The undersigned, appointed as proxy above, does hereby designate _____ to substitute for me in the proxy set forth above.

Proxy _____

(In no event shall this proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given.)

**SCHEDULE OF AMENDMENTS
TO
DECLARATION AND BY-LAWS
FOR
THE CREATION AND ESTABLISHMENT OF
MISSION HILLS CONDOMINIUM**

**ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~
OMISSIONS INDICATED BY ELLIPSIS...**

1. ARTICLE XII, Assessments, of the Declaration is hereby amended to read as follows:

Assessments for common expenses shall be payable in equal monthly installments due on the first day of each month. Special assessments shall be due and payable in such amounts and on such dates as may be determined by the Board of Directors from time to time. The Association may charge an administrative late fee as described in Florida Statutes 718.116(3), as same may be amended from time to time ~~in the amount of \$10.00 for each assessment or installment of an assessment that is not received by the Association within ten (10) days after the due date for the assessment or installment.~~

...

2. The last paragraph of ARTICLE XIV, Insurance, of the Declaration is hereby amended to read as follows:

**ARTICLE XIV.
Insurance**

...

In addition to the above and foregoing insurance, the Association, through its Board of Directors, shall purchase and keep in effect policies of insurance generally known as public liability policies and/or landowner, landlord and tenant policies insuring fee owner-Lessor, the Association and its members, against all claims and demands made by any person or persons, whomsoever for injuries received in connection with the use, operation or maintenance of the condominium property, buildings, and improvements. Insurance policies shall be in accordance with Florida Statutes 718.111(11) as same may be amended from time to time, and the amounts of policies may be adjusted from time to time as the Board of Directors deems necessary, ~~to the extent of not less than \$300,000.00 to cover the claim or damage for personal injuries from any single, specific cause, to any one person, and to the extent of not less than \$500,000.00 to cover, in connection with any one particular accident or occurrence, the total aggregate of any claims for personal injuries that may arise or be claimed to have arisen against the fee owner-Lessor or the Association and its members as aforesaid. Said insurance shall also provide for \$50,000.00 property damage insurance. Said insurance to be written in companies acceptable to fee owner-Lessor.~~

3. Article XVIII, Restrictions, Section 8, of the Declaration shall be amended to read as follows:

Section 8. All garbage and trash shall be placed in the disposal installation provided by the Association for such purposes by the Association. All trash receptacles are for household garbage only and must be kept locked to deter wildlife from foraging. No household garbage or garbage bags are to be left outside of the receptacles. It is the responsibility of the unit owner to remove all construction debris and other large

unwanted items, i.e. television, furniture, appliances etc. from Association property and no items may be placed in Association receptacles. No items or garbage intended for disposal may be placed in and around the maintenance building. Gardening refuse and debris is to be bagged and placed at the curb on designated trash days and not in trash receptacles. Recycling is mandatory within Association property. Rules must be observed and adhered to and are posted throughout the Community.

4. ARTICLE XIX, Transfer of Condominium Parcels, Section 1 - SALES, of the Declaration is hereby amended to read as follows:

ARTICLE XIX.
Transfer of Condominium Parcels

Any person desiring to live in Mission Hills, whether purchasing, leasing or joining an existing household must pass a background check. Failure to satisfactorily complete this process is just cause for the Board of Directors to reject any applicant.

Section 1. – SALES. Prior to the sale or transfer of a condominium parcel, any unit owner desiring to sell or transfer his condominium parcel shall first submit the name of the proposed purchaser, and the contract of sale, to the Board of Directors for their approval, or disapproval, which shall be given within thirty days from the date of the submission of the contract of sale. If approved, the approval by the Board shall be in writing and executed in such manner as to entitle it to be recorded in the Public Records of Pinellas County, Florida.

If neither approved nor disapproved within thirty days, the transfer shall be deemed to have been approved by the Directors.

~~If the transfer be disapproved, the Directors shall have thirty days from date of disapproval within which to purchase the condominium parcel on the same terms and conditions as contained in the contract for sale.~~

~~If the directors fail to exercise their option to purchase within said thirty day period, then the unit owner shall be free to sell and convey to the intended purchaser.~~

...

5. Article XVII, Parking, of the Declaration shall be amended to read as follows:

Section 1. Four Wheeled, Passenger Motor Vehicles:

All parking spaces and/or areas not identified by number and letter, thereby constituting Limited Common Elements as herein before provided, shall be used in common by the unit owners, their guests and invitees pursuant to reasonable rules and regulations to be adopted from time to time by the Association. Unit owners, their guests and invitees may not park in any parking space assigned to another unit owner. The written permission must be on file in the Association office. Unit owners are limited to no more than two (2) motor vehicles per unit to be parked on condominium property unless prior permission has been granted by ~~the~~ a majority of Board of Directors in writing. No vehicles of any kind may be parked on a street within the condominium property where a sign is posted prohibited parking. ~~No vehicles trucks whose registered curb weight is greater than three quarter (3/4) ton or which is are used for commercial purposes may be brought onto or parked, either temporarily or permanently, on the condominium property; provided, however, that trucks used by service contractors having business with a unit owner may be parked temporarily on the condominium property but only while that contractor is actively performing service for the unit owner or approved by the Association.~~

No person may bring onto or keep on the condominium property a vehicle of any kind that is then inoperative, or that does not then have a current registration and license plate. All vehicles must obey all posted parking signs including, but not limited to, alternate side of the street parking requirements, and parking in the direction of the traffic flow. If any vehicle is parked in a location on the condominium property in violation of this Article, such vehicle shall be considered parked in an unauthorized location as contemplated by Chapter 715, Florida Statutes, and the Association shall have the authority to cause the offending vehicle to be towed from the condominium property as provided by that Chapter.

Section 2. Recreational Vehicles:

No motorcycles, motor homes, campers, trailers, or other recreational vehicle of any kind shall be parked on the condominium property at any time; provided, however, that, if the owner or operator of such a vehicle shall first obtain approval in writing from the Association, the vehicle may be parked on the condominium property in a location at the clubhouse designated by the Association for such parking for a period not exceeding forty-eight (48) hours. Boats, jet skis and other watercraft, and trailers for such watercraft, may not be brought onto or parked, either temporarily or permanently, on the condominium property.

6. Article I – Identity of the By-Laws, Section 2, shall be amended to read as follows:

Section 2. The office of the Association shall be at ~~1437 South Belcher Road, Clearwater, Florida~~ 1401 Mission Hills Boulevard, Clearwater, Florida 33759.

7. Article IV – Administration, Section 4 of the By-Laws shall be deleted in its entirety and amended to read as follows:

Section 4. Candidates for the Board of Directors. Candidates must be eligible to serve on the Board of Directors on or before the deadline for submitting a notice of intent to run. Any person seeking election must qualify per the standards listed in Florida Statutes Chapter 718.112 (2)(d) and subparagraph 4(a).

~~Section 4. — Nominees shall be selected in the following manner: the Board of Directors shall appoint a nominating committee consisting of one representative from each phase of the condominium as show on sheet 4 through 13, inclusive, of the Condominium Plat plus five (5) members of the Board, thereby forming and constituting a fifteen (5) member nominating committee. The nominating committee shall select persons in the community as potential candidates for positions of the Board of Directors and shall interview such persons and ascertain their qualifications and willingness to serve without reference or consideration to the phase of the condominium in which they may live.~~

~~—The nominating committee shall submit a list of prospective candidates for the vacancies containing not less than ten (10) prospective candidates as nominees and said candidates shall file a written resume or summary of their qualifications and shall acknowledge their intent to serve. Said list of nominees, as well as the aforementioned resumes, shall be complete and available for inspection by the members of the Association on or before August 1 of each calendar year.~~

8. Article IV – Administration, Section 5, of the By-Laws shall be amended to read as follows:

Section 5. Each Director shall be elected to serve one (1) year terms. ~~The first election of Directors under this Amended By-Law shall be such that three (3) Directors will be elected for an initial two (2) year term and two (2) Directors shall be elected for an initial one (1) year term. Thereafter at all annual elections all Directors will be elected for two (2) years.~~

9. Article IV – Administration, Section 7 of the By-Laws shall be amended to read as follows:

Section 7. Except as to vacancies created by removal of a Director by the members, vacancies in the Board occurring between annual meetings and/or elections shall be filled by remaining Directors, within a period not to exceed sixty (60) days.

10. Article IV – Administration, Section 9, shall be amended to read as follows:

Section 9. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are noted by the Declaration, the Articles of Incorporation of the Condominium Association, the Condominium Act, these By-Laws directed to be exercised and done by the members or offices. The powers of the Board shall include but not be limited to, the follows...

THE REMAINING PORTION OF SECTION 9 REMAINS UNCHANGED

AND,

Article IV – Administration, Section 10 of the By-Laws shall be amended to read as follows:

Section 10. NManagement Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties, services and powers as the Board shall authorize, including, but not limited to, the duties, services and powers listed in Section 2 6 of this Article.