

Official Minutes of the Emergency Meeting

Parramore Shores Property Owners' Association, Inc.

Meeting Location: 22513 Frances Way, Tallahassee, Florida 32310

Meeting Date: August 13, 2026

Meeting Time: 7:00 PM

1. Call to Order & Roll Call

The Emergency Meeting of the Parramore Shores Property Owners' Association, Inc. Board of Directors was called to order at 7:05 PM by Board President Jamie Freeman. The Secretary called the roll and verified that a structural quorum of the Board was present.

Directors Present: Jamie Freeman (President), Jack Bratcher (Vice President), Steve Denmark (Treasurer), Kathleen Smith (Secretary), Teresa Bailey (General Board Member), Joe Viera (General Board Member) and Mark Anderson (General Board Member).

Directors Absent: None.

Other Property Owners Present: Jim & Glenda Pittman, Rachael Mook, Camile Pawlik, Lynn Anderson, and Arthur & Pamela Aveling.

2. Proof of Notice of Meeting

The Secretary stated for the official record that notice for this emergency meeting was formally executed on August 11, 2026. Notice included physical posting on the community board, electronic mailing to all property owners with an active email address on file, and physical distribution via the United States Postal Service by 5:00 PM.

3. Unfinished Business: Short-Term Rental Voting Package Update

The Board, via the President, provided an update regarding the short-term rental package that triggered the recent legal review of the association's governing documents. A letter from legal counsel Jerry B. Hosey II, Esquire of Anderson, Givens & Fredericks, Attorneys & Counselors at Law was presented and attached to these minutes as Exhibit A.

Following discussion of the attorney's letter, it was mutually agreed by consensus of all board members and property owners present that the upcoming short-term rental vote will not take place due to the association's current lack of formal governance authority.

4. New Business: Announcement of Covenant Expiration

The Board has learned from legal counsel that currently some of the properties under the PSPOA neighborhood do not show proper filing with Leon County and appear to have expired protection and or restrictions under the PSPOA. The Board believes that this requires further investigation and support from legal counsel to properly ensure that every property in the neighborhood is properly listed with Leon County under the PSPOA covenants. The Board understands the importance of this legal matter for the neighborhood and has agreed to take the necessary action with legal counsel to move forward with what is called a "Covenant Revitalization" which requires an extensive legal review to ensure each property is properly and legally listed under the PSPOA with the County.

An email correspondence from legal counsel Jerry B. Hosey II, Esquire of Anderson, Givens & Fredericks, Attorneys & Counselors at Law regarding the covenant revitalization process and containing a list of 10 lots that are currently expired was presented and attached to these minutes as Exhibit B.

5. Board Action Items & Motions

- Motion A: To Retain Legal Counsel for Covenant Revitalization

Prior to the motion being voted on, it was clarified for the record that most individual property deeds in the subdivision are likely missing the specific "subject to" covenants book and page references, thereby rendering those properties unbound by the rules under current conditions.

The Treasurer, Steve Denmark, provided the balance sheet (attached to these minutes as Exhibit C) reflecting sufficient funds to engage and pay the estimated cost of \$5,500. Following the presentation, all property owners present also expressed agreement and supported hiring legal counsel.

A motion was then made by Joe Viera and seconded by Teresa Bailey to formally retain a specialized community association attorney and authorize the expenditure of corporate funds from the association's account to handle the statutory covenant revitalization process.

Vote: 7 in favor, 0 opposed, 0 abstained.

Status: The motion Passed unanimously.

- Motion B: To Form the Revitalization Organizing Committee

Prior to the motion being formally made, the board members and property owners present recommended Jamie Freeman, Kathleen Smith, and Arthur Aveling to serve on the committee.

A motion was then made by Joe Viera and seconded by Teresa Bailey to formally appoint a mandatory Organizing Committee of Parramore Shores parcel owners pursuant to Florida Statute Section 720.405(1), which requires a committee of not less than three parcel owners to legally initiate a revitalization proposal.

Vote: 7 in favor, 0 opposed, 0 abstained.

Appointed Committee Members: Jamie Freeman, Kathleen Smith, and Arthur Aveling.

Status: The motion Passed unanimously.

6. Homeowner Forum (Open Comments)

The floor was opened to Parramore Shores property owners for questions and comments, which were addressed throughout the course of the meeting, regarding the covenant expiration, the private easement, and the revitalization process. All board members and property owners present expressed a desire to compile and submit a comprehensive list of community questions to the attorney for formal review.

The attorney fee of \$350 per hour was discussed with everyone present, as the attorney's upcoming review of this question list will be billed at this hourly rate.

A specific question was raised regarding whether an owner who holds a unity of title and pays two sets of dues (one for each individual parcel) is legally permitted to cast two

votes. It was agreed that this item will be added to the official question list submitted to legal counsel.

Camille Pawlik and Arthur Aveling provided their specific questions directly to the Secretary.

Jamie Freeman indicated that he had also been actively working on a question list.

Kathleen Smith will organize and assemble the combined lists, then coordinate directly with Jamie Freeman and Arthur Aveling for a final review, acting in good faith as the newly appointed revitalization Organizing Committee. Kathleen Smith agreed that both the minutes for this meeting and the consolidated question list would be prepared for review no later than August 21, 2026.

7. Adjournment

A motion to adjourn the emergency meeting was made by Jamie Freeman and seconded by Kathleen Smith. The motion passed unanimously. The meeting was officially adjourned at 8:11 PM.

Jeremy Anderson, Esquire
Justin Givens, Esquire
D.J. Fredericks, Esquire
Doug Christy, Esquire*
Jerry Hosey, Esquire
Nathan Reneau, Esquire
Tiffany A. Grant, Esquire

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August 10, 2026

Board of Directors
c/o Jamie Freeman, President
Parramore Shores Property Owners' Association, Inc.

Sent via email at jamiefreeman05@gmail.com.

RE: Voting Package for Membership Meeting

Dear Board of Directors:

Thank you for trusting our office to advise the Association regarding the voting package it sent to owners and posted on the Association's website. The facts, as we are aware of them, are that the Association has scheduled a membership meeting on September 22, 2026, to consider an amendment to the Declaration regarding short-term rentals, changing the annual assessment amount, and making certain grammar changes. An owner in the Subdivision, who served previously on the Board of Directors, has sent emails to the Board questioning the legality of the limited proxy and ballot sent to owners as part of the voting package. He has made his own suggestions for those forms and has asked additional questions. The Association would like our office to review the voting package and provide advice on those forms and the owner's questions and suggestions.

First, our office would like to address the owner's question and an assertion that he has made regarding a certain provision of Florida statutes. The owner quoted Section 720.306(1)(d)(4), Florida Statutes, which states that any mortgagee who fails to respond to a notice received of an amendment within 60 days of the notice being mailed to them is deemed to have consented to the amendment. The owner asks if that means that members of the Association who do not object and do not vote on the amendment therefore agree to the amendment after 60 days. The answer is no. The statute applies, specifically, to mortgagees of lots and not members of the Association. Article II, Section 1 of the Declaration and Article III, Section 2 of the Bylaws define members of the Association as owners of lots who are listed as the owners in a deed filed with the property appraiser's office.

Mortgagees are lenders that provide money to borrowers to buy or refinance real estate. They are not listed as owners of the lot on the deed. Vice versa, this means that members are not mortgagees under the statute. So if members fail to object to the amendment or do not vote on the amendment, they do not automatically consent to it. The owner may be confusing this section with Section 720.306(1)(h)(2), Florida Statutes, which specifies that any amendment to the governing

Tallahassee
1689 Mahan Center Blvd., Ste. B
Tallahassee, FL 32308
850-692-8900

Sarasota
6000 Cattleridge Dr., Ste. 300
Sarasota, FL 34232
941-866-4348

Tampa
4830 W. Kennedy Blvd., Ste. 600
Tampa, FL 33609
(By Appt. Only)
850-756-7984

Wakulla
7 High Dr.
Crawfordville, FL 32327
(By Appt. Only)
850-234-2540

documents that prohibits or regulates rental agreements of less than 6 months or for more than 3 times in a calendar year applies to all owners, regardless of whether they vote to approve it or not.

Our office would also like to address the owner's assertion regarding secret ballots. He contends that although the Bylaws do not permit secret balloting, the Association is nonetheless required to follow the procedures set out under Section 720.306(8)(b), Florida Statutes, for secret ballots because the provision accounts for voting and identifies the owner. He is correct that the Bylaws do not permit secret voting from owners who cannot attend a meeting. However, he is incorrect that the statute applies anyway. That particular provision, section 8(b), only applies if the governing documents permit secret ballots in meetings for the election of directors. It does not apply to any other meetings, including meetings for amendments. Even if it did apply to other types of meetings, it still would not apply to the Association since secret ballots are not permitted to begin with. The rules of that provision regarding casting votes by secret ballot do not apply to the Association.

Regarding the Limited Proxy Form and the ballot that was provided to owners as part of the voting package, the owner is concerned that the forms do not provide owners the opportunity to vote how they want to vote. He alleges the limited proxy does not contain all the requirements for a proxy and does not identify the wishes of the proxy giver, which may differ from the vote of the proxy holder. He also provides an example of what he considers a better limited proxy. Our office reviewed the limited proxy provided by the Association to the owners and the owner's example. Unfortunately, they are both defective. Under Section 720.306(8)(a), Florida Statutes, to be valid, a limited proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. The limited proxy provided by the Association is missing the date, time, and place of the meeting on the form. The owner's example is missing that information as well.

Even if the date, time, and place of the meeting are listed on another form in the voting package, it is still required to be listed on the limited proxy itself. Additionally, the language used by the Association's limited proxy regarding the validity of the proxy could be stronger. The statute only allows limited proxies to be valid for 90 days after the date of the meeting for which it was originally given. The Association's limited proxy only states that the proxy is to be used for the purpose of the short-term rental covenant amendment. What if there is a future vote on short-term rentals? The language does not restrict the proxy in any way from being used in the future. Our office has drafted limited proxies for clients for many membership meetings where amendments have been considered. We can assist the Association in drafting a limited proxy that complies with the statute and provides the necessary legal protections to combat any attempt at fraud.

Regarding the ballot for the amendment, ballots are typically included as part of the limited proxy. If a member is attending the meeting in person, they would typically vote at the meeting. While our office understands the concerns that some owners have with keeping their votes secret, the Association's governing documents do not permit secret balloting. The Association can alleviate that concern either by including owners' names and addresses on the ballots at the meeting and having owners sign the ballot before voting it, or by confirming the owner's identity when they arrive at the meeting to make sure they can vote for the lot in question, and then providing a ballot to them to use at the meeting. Because the Association confirmed the identity of the owner, or member allowed to vote for the lot, prior to the meeting, it would not need to include the owner's

name and address on the ballot. As part of the drafting of the limited proxy, our office would include the ballot language.

Additionally, our office reviewed the other parts of the voting package. The Association included a Certificate of Amendment Adoption form, which would be the certificate of amendment that the President and Secretary would sign when the amendments are adopted prior to filing with the property appraiser's office. Unfortunately, the certificate of amendment does not comply with the requirements of Florida law. The law requires that the President and Secretary sign and notarize the certificate in front of two witnesses and a notary. The witnesses must write their names, sign their names, and provide their addresses on the certificate. The notarization also has a specific format and language that must be followed. The certificate does not contain any of those requirements. Our office can draft a certificate of amendment for the Board's review as part of the redrafted voting package.

Our office also reviewed the amendments themselves and compared them with the Notice of the meeting and the Board explanation to owners. There are wide sections of the Declaration that are included that are not being amended at all. There is a certain format that the amendments should be presented in. Additionally, the Notice/Agenda of the meeting does not mention that amendments are being considered to change the annual assessment amount and to make grammar and stylistic changes. The Board explanation letter does indicate those changes but places them under the amendments for short-term and long-term rentals. They should be listed separately. The other amendments should be included in the Notice/Agenda for the meeting, and the language should be cleaned up in the Board explanation letter. Currently, this could be seen as confusing for owners.

Our office recommends that the Association authorize us to re-draft the voting package for the Association, including the Notice/Agenda for the meeting, the Board explanation, the Limited Proxy, and the amendments themselves for legal compliance and to make sure things are as clear for owners as possible. This amount of work would be 2.5 to 3.5 hours at our normal rate of \$350 per hour, for a total of \$875 to \$1,225.

However, our office also wanted to remind the Association of the potential issues that our office previously brought up regarding MRTA and the expiration of the Association's restrictions found in the Declaration as to lots in the Subdivision. As a reminder, the Association's Declaration was originally recorded in 1982. Under Chapter 712, Florida Statutes, an association's restrictions begin to expire as to lots in the subdivision 30 years after they are first conveyed after the recording of the Declaration. An association can preserve its restrictions by adopting and filing a notice of preservation in the official records before that 30-year period ends. If it waits until after that 30-year period ends, it will be required to go through the revitalization process under Chapter 712, Florida Statutes, which requires a majority of the owners to approve and ultimate approval from the Department of Commerce. There have been no preservations and no revitalizations recorded in the official records of Leon County. While we have not completed a full review of the lots in the Subdivision, we received several previously, as indicated in prior correspondence, and it appears that some are expired.

This means that the amendments the Association is trying to adopt to the Declaration may not apply to all lots, as the restrictions have expired on some lots. Since the Association should

have preserved or revitalized in 2012, it is possible a large number of lots are no longer bound to the restrictions. The Association should address this issue first before proceeding with the amendments to the Declaration. Our office can assist in the revival as well, and we can set up a meeting with the Board of Directors to discuss the process and the costs further.

Please let us know if the Association has any further questions.

Very truly yours,


Jerry B. Hosey II, Esq.
jhosey@andersongivens.com

From: **Jerry Hosey** <jhosey@andersongivens.com>

Date: Wed, Aug 12, 2026 at 2:54 PM

Subject: RE: STR Meeting September 22 2026, MRTA - Preservation or Revitalization VIP

To: Jamie Freeman <jamiefreeman05@gmail.com>

Cc: Kiki Olson <kolson@andersongivens.com>

Good afternoon, Jamie,

Preservation could be achieved for lots where the restrictions have not expired, but if the majority of the lots have expired, preservation would not be an option, and the Association would be required to go through the revitalization process.

Going through each lot and determining whether the restrictions have expired is a cumbersome process and is part of the cost of revitalization that we quoted you. But I did a quick review of the first few lots listed on the property appraiser's website for Parramore Shores and Parramore's Lakes Estate and easily found lots that were expired. **There are at least 10 lots that are currently expired, which is over 10% of the total number of lots subject to the Declaration.** That list is attached for the Board's review. We can determine the exact number of lots where the restrictions are expired if the Association wishes to move forward with the revitalization, but finding this many expired lots on the first page of lots on the property appraiser's website is a telling sign.

We determined their expirations based on the first time the lot was conveyed after the Declaration was originally recorded on May 18, 1982. We then reviewed the deeds conveying the lot afterward. The law requires that the deed refer to the exact book and page number of the restrictions in the Declaration in order to continue binding the lot to the restrictions for 30 years after the conveyance date. If the deeds conveying the property in the first 30 years after the lot was first conveyed do not specifically refer to the book and page number of the restrictions, after 30 years have elapsed after the first conveyance of the lot, the restrictions expire. If the deed refers to the specific book and page number at any point in those 30 years, the time is extended, and the restriction would not expire for 30 years past the last date they were specifically referred to. **It is also worth noting that subsequent declarations that are recorded do not preserve the Declaration unless there is language in the Declaration explicitly doing so. None of the subsequent declarations recorded do that.**

As I said, it is a cumbersome process, especially for 92 lots, but we found the 10 lots pretty easily, and we believe that many others have expired.

The problem with continuing to hold the membership meeting on September 22nd would be that if the amendment passed, it would not apply to the lots that are no longer bound to the Declaration. In fact, the owners of those lots not bound to the restrictions are no longer members of the Association and should not be voting. Any member who does not want the rental restrictions adopted could challenge the adoption of the amendment in court on the grounds that non-members impermissibly voted for the amendment, which could create legal liability for the Association.

Sincerely,

Jerry B. Hosey II. Esquire



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Lots with Expired Restrictions – Parramore Shores*

1. Lot 2, Block A – 2977 Parramore Shores Road
2. Lot 4, Block A – 2961 Parramore Shores Road
3. Lot 6, Block A – 2945 Parramore Shores Road
4. Lot 7, Block A – 2937 Parramore Shores Road
5. Lot 8, Block A – 2929 Parramore Shores Road
6. Lot 5, Block A – 2873 Parramore Shores Road
7. Lot 16 and 17, Block A – 22534 Frances Way
8. Lot 9, Block A – 2921 Parramore Shores Road
9. Lot 10, Block A – 2913 Parramore Shores Road
10. Lot 11, Block A – 2905 Parramore Shores Road

*Of Lots checked so far, which is 10 of 92 (or 91 with Unit of Title). Includes lots in Parramore Shores and Parramore's Lakes Estates.