



**POINTE
EAST**

POINTE EAST HOMEOWNERS' ASSOCIATION, INC.

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Proposed Covenant Amendments

What the three drafts change, and why

For owners | Working drafts, October 2026 | Subject to legal review

Summary for owners

The Board is preparing three separate proposals for the February 2027 annual meeting. Each stands on its own, and each needs owner approval and recording. Association counsel is reviewing the drafts now.

Modernization removes rules written for the developer, fixes errors, and brings the covenants and Bylaws in line with Florida law. It gives owners more protection: the Board could raise dues by no more than 10% a year without an owner vote, down from 50%; larger increases and any special assessment would need a majority of all eligible Lots (9 when all 17 Lots are eligible); household pets and buried propane tanks would be allowed on every Lot; and the Committee would check plans and identify proposed exceptions for neighbors, with owners able to rely on approved plans. It also lets a volunteer Board run with less paperwork: quarterly meetings, the financial report Florida law requires in place of an audit, and electronic payments checked through monthly financial statements to the Board. Other changes include a procedure for moving a boundary between neighbors and longer rebuilding deadlines. January 1 stays the dues date. Each change is explained below.

Horses adds Lots 69 and 71 to the Lots where horses are allowed. Household pets are allowed on every Lot.

Jared Service Area would have the eleven Jared Lots pay the future costs of Jared Way, the gate, and the Jared corridor, while all seventeen Lots keep sharing everything else. About \$20,000 of current savings would start the Jared Capital Fund. For a Jared Lot, regular General and Jared dues together would be capped at \$900 in the first full budget year. The Board will publish the starting figures and budgets before owners vote.

Each covenant change needs signatures from owners of at least 13 of the 17 Lots, plus any other signatures counsel identifies. Jared needs more, as explained below. The Bylaws change by a vote at the annual meeting.

Stephen Kreyenbuhl, the Board President, owns Lots 70 and 71 on Proctor Road. The horse and Jared proposals could benefit those Lots. He has disclosed this and does not participate in Board votes on those items.

Send questions to board@pointeeasthoa.com or bring them to a Board meeting.

Modernization

Most of modernization removes the developer's special votes, fee exemptions, and approval powers, and fixes errors. The changes below are the ones owners will notice.

Dues increases and special assessments

Today: the Board can raise dues up to 50% a year without a vote. A special assessment covers one year only and passes with a majority of the owners voting at a meeting.

Proposed: the Board can raise dues up to 10% a year without a vote. A larger increase, or any special assessment, needs a majority of all eligible Lots: 9 when all 17 can vote. Owners approving a special assessment may let it run over several years or be paid in installments. The Board keeps its emergency powers under Florida law.

Example: on \$600 dues, today's rule allows \$900 next year and \$1,350 the year after with no vote. The proposal allows \$660, then \$726.

Returning a surplus

The 10% limit is measured from the prior year's dues, so how the Board gives money back matters. A **dues cut** lowers the base for next year's limit. A **one-time rebate** credits each bill but leaves the base alone.

Example: dues are \$600 and a postponed gate repair leaves about \$200 per Lot unspent. Cutting dues to \$400 means getting back to \$600 later takes an owner vote. A \$200 credit returns the same money and keeps \$600 available when the repair comes due. A lasting cost drop still calls for a real dues cut.

Why the rebate matters: without it, a Board with money it does not need this year would have a reason to keep dues high and hold the cash, because cutting dues makes them harder to raise later. The rebate lets the Board give that money back without giving up the ability to pay for the repair when it comes due. The goal is that a Board never keeps owners' money just to protect next year's limit.

Architectural review

Today: plans go in three paper copies to the registered office, and the Committee has 60 days.

Proposed: paper or email is accepted. Within 15 days, a reviewer the Committee designates asks once for anything missing and flags any apparent conflict with the covenants or guidelines, and any exception the covenants already allow. That letter does not approve, deny, or require changes; you may revise your plans if you choose. The Committee decides at a noticed meeting. Smaller projects can submit less.

Pending requests are listed on the Association website. When the Committee takes up a request at a meeting, the notice gives the Lot and a short description, such as "fence-material exception," so owners can comment before a decision. The Committee can approve an exception only where the covenants already allow it. A denial must name the rule and the feature that fails it. Committee members with a stake step aside.

Relying on approved plans: today the covenants never say an owner can rely on the Committee's approval. Under the proposal, if the Committee approves your plans in writing, or does not decide within 60 days, you can build what the plans clearly show and keep it. Approval by running out the 60 days happens without a meeting, and it should never happen: it would be a serious failure of the neighborhood's volunteers, and the email submissions, 15-day review, website list, and regular meetings in this package are meant to prevent it. For one year after the work is finished, the Committee may still require reasonable screening or landscaping.

This protection never covers:

- clearing, grading, or removing vegetation;
- height, minimum house size, or garage capacity;
- an outbuilding on a Lot without a house;
- prohibited uses or building types, or extra Lots or homes;
- easements, title, county rules, assessments, voting, nuisance, or damage;
- materially false or concealed work, changes to approved plans, or unmet written conditions.

Example: your plans clearly show where the new AC unit goes. The Committee approves them at a noticed meeting, and you install it. A year later a neighbor objects to the location. The unit stays. Counsel is checking that this holds up.

Household pets

The 2019 amendment merged the horse and pet clauses, so the recorded text reads as if dogs and cats are allowed only on the five horse Lots. The proposal says household pets are allowed on every Lot.

Moving a boundary between neighbors

Today a boundary change between neighbors needs the developer's approval, which no one can give. Under the proposal, the Architectural Committee approves it, within 60 days, unless it would break the covenants. No new Lot, vote, or dues share can be created, and a Lot of ten acres or more must retain ten acres; an existing smaller Lot cannot shrink. This is a new covenant restriction. Leon County's rules, including its own 10-acre minimum in the Rural zoning district, apply separately.

Example: a survey for a sale shows a neighbor's fence 20 feet over the line. Rather than tear down the fence, the neighbors can move the boundary to match it before closing, as long as neither Lot falls below the acreage limit.

Tanks and generators

Read literally, today's covenants ban the buried propane tanks most homes use. The proposal removes the petroleum ban. Tanks must still be buried, except a generator fuel tank installed under the Association's hurricane protection specifications, which Florida law requires the Association to allow.

Items kept out of view

Florida law protects some items, such as a boat, that cannot be seen from the road, neighboring Lots, or common areas. A new section says these legal protections control over conflicting covenants. Counsel is checking how far the law reaches.

Building and rebuilding deadlines

The one-year deadline to finish a home's exterior stays, and the 18-month cap is removed. After a fire or storm, owners get 12 months instead of 9 to repair or remove damage. Recent hurricanes show why: after a major storm, adjusters, contractors, materials, and permits are backed up across the region, and repairs can take a year or more through no fault of the owner. So after a declared state of emergency covering Leon County, owners automatically get 18 months to rebuild and 6 months to clear debris, without asking. The Committee or Board may extend further for good cause, such as a pending insurance claim.

Bylaws

The Bylaws will be restated as one complete document. Today's Bylaws set a fixed meeting date and time, require monthly Board meetings and a Nominating Committee every year, and require a yearly audit by an accountant. The Association no longer follows these. Under the proposal:

- The Board sets the annual meeting date and meets at least quarterly.
- A Nominating Committee is optional, and nominations from the floor stay. Each Board seat is elected separately, so candidates run for a specific seat. An uncontested seat is filled without a ballot at a meeting with a quorum.
- The Treasurer prepares the financial report Florida law requires, in place of an audit.
- Notices can go by email to owners who agree in writing. Florida's procedures apply to records, recall, and electronic voting.
- In place of two signatures on every check, the Board names who can pay bills under a written policy. The Treasurer gives the Board monthly financial statements, and someone other than the person who made the payments reviews them each month.
- Voting rights can be suspended only while an owner is more than 90 days behind on dues. Fines never suspend a vote.
- January 1 stays the dues date, but it moves from the covenants into the Bylaws, so owners could change it later by a Bylaws vote.
- The corporate seal becomes optional.
- If a director misses three regular meetings in a row, or at least half (and at least three) in any 12 months, the other directors may declare the seat vacant. Any absence counts, including illness or travel, but they decide whether to act. Joining by phone or video counts as attending, and meetings less than three weeks apart don't count. The director gets written notice one absence ahead and a chance to respond, and each vote is recorded. Counsel is confirming the Board may do this.
- A director the Board appoints to any vacant seat serves only until the next annual meeting, when owners elect someone for the rest of the term.

Bylaws changes pass by a majority of voting interests represented at a meeting with a quorum. Where the documents follow Florida law, later changes in the law apply automatically, but a later change cannot shorten a notice period or change a vote threshold unless the law requires it.

Other cleanup

The developer's easement and land-annexation powers are removed, the duplicate article number is fixed, and the covenants confirm the Lots are 55 through 71 (Lot 72 on the old plat was never part of Pointe East). A one-page list of every requirement being removed goes to owners with the final drafts.

Horses

The amendment adds Lots 69 and 71 to the horse Lots (today 63, 64, 65, 66, and 70), with two horses each unless the Committee approves more. Lot 70 keeps its four-horse allowance. Barns, fencing, and pastures still need Committee approval. The amendment also fixes the pet wording, so that fix happens even if modernization fails.

Horses are kept on Lot 69 today without being on the list; adding it settles that before a sale or refinance. Lot 71 belongs to the Board President, who asked for it because Lot 70's pastures are no longer in use and Lot 71 sits away from other homes. He does not take part in Board action on this amendment. Broader horse rules come after the February 2027 votes.

Jared Service Area

All 17 Lots now share the cost of Jared Way and the gate. Proctor Road owners have long said they pay for a road and gate they don't use; Jared owners point out that shared costs were part of what every owner bought into. Leaving it unresolved costs something too: when Jared owners want a better gate or more mowing, Proctor owners push back on paying, and ordinary decisions become the same argument, which makes volunteers hard to recruit. The proposal settles the question once: Jared costs fall on the Lots they serve, and Jared owners must consent to major Jared spending and to later changes in these terms, while one Board keeps managing everything.

- **All 17 Lots keep sharing** architectural review, enforcement, administration, and entrance landscaping.
- **The 11 Jared Lots would pay** future costs of Jared Way, the gate, and the corridor, including a Jared Capital Fund for road and gate repairs, roadside mowing, and uninsured losses on those facilities (counsel is checking what an outside creditor could still reach).
- **Starting fund:** about \$20,000 of current savings would move to the Jared Capital Fund, a savings account for road and gate repairs whose yearly contribution the Board sets within the \$900 cap, set by Board resolution and published with the budgets before owners vote.
- **First-year cap:** regular General and Jared dues together for a Jared Lot would be capped at \$900 in the first full budget year. Any special or emergency assessment would be extra.
- **One Board for everyone:** February's presentation proposed one Proctor seat and two Jared seats. The draft keeps one Board elected by all Lots, because separate seats mean separate nominations, ballots, and vacancy rules, too much overhead for 17 Lots.

Jared needs more than 13 signatures: the Board reads Florida law to require every Jared Lot owner, and possibly every lender on those Lots, to sign too. Counsel is confirming that, and whether Proctor owners and lenders must also sign. The Board President's two Lots are Proctor Lots and would pay less.

What happens next

- **Now:** counsel reviews the drafts, and the Board prepares Jared budgets.
- **Next:** a Board member asks each Lot owner which proposals they would sign. Only proposals with enough support go to the annual meeting, where owners vote on the Bylaws and sign the covenant amendments before a notary.