

Outdoor Resorts at Orlando, Inc.

A 55+ Condominium Association

June 7, 2025

Dear Fellow Unit Owners:

A Special Meeting of the Membership has been called by the President of the Board of Directors for the purpose of obtaining a vote of the Membership on the proposed amendments to the Declaration of Condominium and the Bylaws.

First proposed Amendment is to the Declaration of Condominium and provides clarification and addresses minor clean-up items to the Background/Credit Screening and 55+ Amendment that was passed at the Annual Meeting on March 1, 2025, and recorded March 20, 2025.

Second proposed Amendment is to the Declaration of Condominium and the Bylaws and provides clarification relating to the seawalls being designated as a limited common element.

Itemized below is an explanation of key items enclosed.

1. **An Official Notice of Special Meeting of the Members and Agenda.** The meeting is on Saturday, July 19, 2025, at 10:00 a.m. upstairs in the clubhouse. Sign-up begins at 8 a.m.
2. **A Proxy and a pre-addressed envelope.** (see pink proxy sheet) This proxy form is used for you to name a representative to attend in your place. Complete this proxy form only if you are unable to attend the Special Meeting of the Members. Place that person's name in the blank space. Another Member may attend in your place. In order to meet quorum requirements, it is important to return the proxy form to the Association if you cannot attend the meeting. Either the *Designated Voter* or **all** deeded owners must sign the last page of the proxy. See enclosed directions for more information.

Please take the time to review each of the proposed amendments thoroughly. Your vote and active involvement are important! If you need additional information, please call the Association Office at 863-424-1407.

Thank you,

Robert McNeely

Robert McNeely, Association President

**Notice of Special Meeting of the Members
Outdoor Resorts at Orlando, Inc.**

A Corporation Not-For-Profit
Saturday, July 19, 2025
Upstairs Clubhouse
at 10:00 a.m.

AGENDA

- I. Call to Order
- II. Pledge of Allegiance
- III. Certification of Proxies and Establish Quorum
- IV. Discussion
 - a Proposed Amendments to the Declaration of Condominium
 - b Proposed Amendment to the Bylaws
- V. Voting and Tabulation of Votes
- VI. Announce Voting Results
- VII. Adjournment

**Proposed Amendment to the Declaration of Condominium
of Outdoor Resorts at Orlando, Inc. – Screening and Visitors**

(deletions are ~~lined through~~; additions are underlined)

Article XI § D(1) is amended as follows:

1. No Unit shall be sold, rented ~~outside of the rental program~~, transferred or assigned, nor shall the occupancy of a Unit change, and no such sale, rental, transfer, assignment or change in occupancy shall take effect for any purpose until:

a. The Association has received a completed application from the prospective owner, renter, transferee, assignee or occupant along with such additional information as the Board may from time to time require;

b. The Association has received a credit and criminal background screening report relating to the prospective owner, renter, transferee, assignee or new occupant, which shall be prepared, commissioned and procured in the manner established by the Board; and

c. The prospective owner, renter, transferee, assignee or new occupant has been approved by the Association; which approval shall not be unreasonably withheld.

For clarification and notwithstanding the foregoing, the requirement to submit an application, and undergo a credit and criminal background check, does not apply to day-visitors, guests under 18 years of age, guests whose stay does not exceed thirty (30) days in the aggregate in any twelve (12) month period, persons who are already Unit owners, or persons who have acquired title to a Unit by inheritance. In addition, credit checks are not required for renters in the rental program whose rental duration is less than 6 months and persons who have had a credit check and been approved by the Association within the preceding twelve (12) months. Finally, criminal background checks are not required for persons who have had a criminal background check and been approved by the Association within the preceding twelve (12) months.

Article XI § D(3) is amended as follows:

The criteria by which completed applications shall be screened is as follows:

a. No ~~violent or financial~~ domestic violence misdemeanor convictions within the ~~past~~ 5 years;

b. No violent or financial felony convictions within the last 15 years;

c. Not a registered sexual offender/sexual predator;

d. No ~~recent~~ history of foreclosures or evictions within the last 7 years, when a credit check is required; and

**Proposed Amendment to the Declaration of Condominium
of Outdoor Resorts at Orlando, Inc. – Screening and Visitors**

(deletions are ~~lined through~~; additions are underlined)

e. Minimum credit score of 600, when a credit check is required, ~~and~~

~~f. Applicant is at least 55 years of age or, if applicant will be occupying a unit already occupied by someone aged 55 or over, at least 40 years of age;~~

The opening paragraph of Article XIII § 13 is amended as follows:

13. It is the intent of this provision that the Condominium comply with the Federal Fair Housing Amendments Act of 1988, as the same may be amended from time to time, and comparable law adopted by the State of Florida, which currently require that at least eighty (80%) percent of the occupied units comprising the condominium shall at all times have at least one occupant who is age fifty-five (55) years or older. Accordingly, notwithstanding any other provisions of the Declaration and in accordance with the aforesaid laws, at least one person age fifty-five (55) years or older must be a permanent occupant of each occupant unit. In addition, at no time shall less than eighty percent (80%) of all occupied units be occupied by at least one person who is age fifty-five (55) years or older. Persons under age fifty-five (55) years and persons age eighteen (18) years or older may occupy and reside in a unit as long as one of the other occupants of the unit is age fifty-five (55) years or older. Persons under age eighteen (18) years shall be allowed to visit a unit, and stay overnight, but only on a temporary basis, not to exceed thirty (30) days in the aggregate in any twelve-month period, and only so long as another person age fifty-five (55) years or older occupies the unit at the same time. Persons eighteen (18) years of age or older and under fifty-five (55) years of age who are the spouse, parent, in-law, sibling or child of an owner shall be allowed to visit a unit, and stay overnight even if someone over fifty-five (55) years of age is not occupying the unit, but only on a temporary basis not to exceed thirty (30) days in the aggregate in any twelve (12) month period. Unit Owners who are eighteen (18) years of age or older and under fifty-five (55) years of age may occupy their unit without someone aged fifty-five (55) or older but only on a temporary basis not to exceed ninety (90) days in the aggregate in any twelve (12) month period.

**Proposed Amendments to the Bylaws and
Declaration of Condominium of Outdoor Resorts at Orlando, Inc. – Seawalls**

(deletions are ~~lined through~~; additions are underlined)

Article I § E of the Declaration is amended as follows:

E. Limited Common Elements mean and include those common elements which are reserved for the use of certain units, to the exclusion of all other units, and include the seawalls adjacent to the waterfront units for the entire width of the unit (for clarification, this means from one property line across the width of the parcel to the other property line).

Article XII(C) of the Declaration is created as follows:

Each Owner is responsible for insuring, and shall insure, either through a third party or self-insure, their own Unit, the limited common elements appurtenant thereto, the improvements thereon and personal property therein. Such insurance shall provide adequate repair or replacement coverage for loss or damage by hurricane or other casualty, and adequate liability coverage.

Article XIV of the Declaration is amended as follows:

A. Maintenance of the common elements is the responsibility of the Association, except for any maintenance responsibility for limited common elements assigned to the unit owner by the Declaration. The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the condominium property, and may join with other condominium corporations in the contracting with the same firm, person or corporation for maintenance and repair.

The Board of Directors may likewise enter into contract with any public or private utility for the furnishing of such public services as electricity or sewerage disposal to the condominium. This may include the purchase, by the condominium, of wholesale electricity or the payment for the use of any sewerage disposal plant. The Board of Directors may likewise, from time to time, enter into long term leases for the use of such public utilities or may purchase the same outright and thereafter, the said facility may, by an amendment to this declaration, become a part of the common elements.

B. There shall be no material alterations, or substantial additions to the common elements or limited common elements, except as provided in this Article XIV ~~herein above in Section A~~, or except as the same are authorized by the Board of Directors, and ratified by the affirmative voting members casting not less than a majority of the total votes of the members of the Association present in person or by proxy at any regular or special meeting of the unit owners called for that purpose: provided the aforesaid alterations or additions do not prejudice the right of any unit owner unless his consent has been obtained. The cost of the foregoing shall be assessed as common expenses. Where any alteration or additions as aforescribed, are for the exclusively or substantially exclusive benefit of the unit owner(s) requesting same, then the cost of such

**Proposed Amendments to the Bylaws and
Declaration of Condominium of Outdoor Resorts at Orlando, Inc. – Seawalls**

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alterations or additions shall be assessed against and collected solely from the unit owners exclusively or substantially exclusively benefiting and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions as aforescribed are for the exclusive or substantially exclusive benefit of the unit owners requesting same, said alterations or additions shall only be made when authorized by the Board of Directors and ratified by not less than a majority of the total voters of the unit owners present in person or by proxy, exclusively or substantially exclusively benefiting therefrom, and where said unit owners are ten or less the approval of all but one shall be required.

C. Maintenance of the units and any limited common elements appurtenant thereto shall be the responsibility of the unit's owner, who shall keep the same in good condition and repair. This obligation includes responsibility for maintenance, repair and replacement of seawalls adjacent to waterfront units for the entire width of the property, which must be performed by a duly licensed and insured vendor. Any repair, replacement or maintenance of the seawalls must have prior approval before commencing any such work and follow the architectural guidelines established by Outdoor Resorts at Orlando. All maintenance, replacement and repairs for which unit owners are responsible and obligated to perform, which if not performed would affect other units, other limited common elements or common elements, or the architectural integrity of the condominium property, shall be performed promptly as the need arises and if, after reasonable notice, a unit owner fails to fulfill this obligation, the Association may, through its agents and in addition to its other remedies, enter upon the unit during reasonable hours to conduct the necessary maintenance or repairs. Any expenses incurred by the Association in performing this work, including, if incurred, the Association's collection costs, court costs and attorney's fees, shall be the personal obligation of the unit owner and also a charge and lien against the unit.

Article V § 4(a) of the Bylaws is amended as follows:

The Board of Directors of the Corporation shall fix and determine from time to time, the sum or sums necessary and adequate for the common expenses of the Condominium property. Common expense shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, except where such operation, maintenance, repair or replacement are the obligation of the unit owner, costs of carrying out the power and duties of the Corporation, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as common expenses from time to time, by the Board of Directors of the Corporation. The Board of Directors is specifically empowered, on behalf of the Corporation, to make and collect assessments, and to maintain, repair and replace the common elements and the limited common elements, except where such operation, maintenance, repair or replacement are the obligation of the unit owner of the Condominium. Funds for the payment of the common expenses shall be assessed against the unit owners in the proportions of percentages of sharing common expenses as provided in

**Proposed Amendments to the Bylaws and
Declaration of Condominium of Outdoor Resorts at Orlando, Inc. – Seawalls**

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the Declaration. Said Assessments shall be payable as ordered by the Board of Directors. Special Assessments, should such be required by the Board of Directors, shall be levied in the same manner as herein before provided for regular assessments, and shall be payable in the manner determined by the Board of Directors.

Article VI of the Bylaws is amended as follows:

Except as otherwise expressly provided in the Declaration, ~~There~~ shall be no substantial additions or alterations to the Common Elements or Limited Common Elements unless the same are authorized by the Board of Directors and ratified by the affirmative vote of the Voting Members casting not less than a majority of the total votes cast at a duly called meeting of the unit owners at which a quorum is present.

**LIMITED PROXY
DIRECTIONS**

You MUST put your lot number on this proxy form, or your vote will not count. Each lot is allowed one vote, without your lot number we cannot identify who is voting.



The undersigned, owner (s) or designated voter of Unit No. _____ in **Outdoor Resorts at Orlando, Inc., a Condominium**, hereby appoints

(check one)

_____ a) Stephanie Ross, Secretary of the Association, on behalf of the Board of Directors,



(or)

If you have someone else signing in on your behalf, please check this box and fill in the name of the person who will be signing on your behalf.

_____ b) _____ (if you check “b” please write in the name of your proxy) as my proxy holder*, with the power of substitution, to attend the Special Meeting of Members of Outdoor Resorts at Orlando, Inc. to be held **Saturday, July 19, 2025 at 10:00 am, at the Clubhouse located at 9000 U.S. Highway 192, #1000, Clermont, Florida 34714**. The proxy holder named above has the authority to vote and act for me to the same extent that I would if personally present, with the power of substitution, except that my proxy holder’s authority is limited as indicated below:

I specifically authorize and instruct my proxy holder to cast my vote in reference to the following matters as indicated on the attached pages:

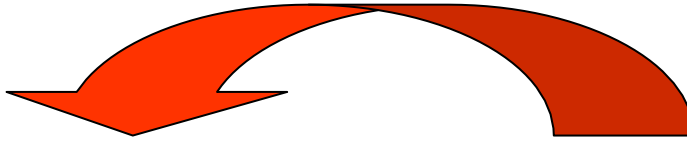
Limited powers: (for your vote to be counted on the following issues, you must indicate your preference in the blanks provided on the attached pages.)

*Failure to check either (a) or (b), or if (b) is checked, failure to write in the name of the proxy, is an automatic appointment of the Secretary of the Association as your proxy holder.

*****PLEASE MAKE SURE YOU DATE AND SIGN THE LAST PAGE (PAGE 2) *****

You will mark the next pages YES or NO next to the issues and continue selecting your choices. You MUST sign the last page for your vote to count.





DATED: _____, 2025 Lot # _____

Print _____

Sign _____

Print _____

Sign _____

Print _____

Sign _____

Make sure you enter the date and sign. If you have a Designated Voter form on file at the office, only the designated voter needs to sign here. If you DO NOT have a designated voter form on file ALL DEEDED OWNERS MUST SIGN or your vote won't count. Husband and Wife who do not have a voter certificate on file must both sign here, unless voting in person.

SIGNATURE(S) OF OWNER(S) OR DESIGNATED VOTER

Insert the entire pink "Limited Proxy" into the Proxy Return Envelope and return to ORO office by mail or drop off. You may also bring it with you on voting day.

LIMITED PROXY

The undersigned, owner(s) or designated voter of **Unit No.** _____ in **Outdoor Resorts at Orlando, Inc., a Condominium**, hereby appoints.

(check one)

_____ a) Stephanie Ross, Secretary of the Association, on behalf of the Board of Directors, has permission to sign ORO's official voting book on my behalf.

(or)

_____ b) _____ (if you check "b" please write in the name of your proxy) as my proxy holder*, with the power of substitution, to attend the Special Meeting of members of Outdoor Resorts at Orlando, Inc. to be held **Saturday, July 19, 2025, 10:00 am, at the Clubhouse located at 9000 U.S. Highway 192, #1000, Clermont, Florida 34714**. The proxy holder named above has the authority to vote and act for me to the same extent that I would if personally present, with the power of substitution, except that my proxy holder's authority is limited as indicated below:

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*****PLEASE MAKE SURE YOU DATE AND SIGN THE LAST PAGE (PAGE 2) *****

TURN PAGE OVER



PROXY INSTRUCTIONS

Proposes to the unit owners, for a vote at the July 2025 Special Meeting, the attached amendments to Article XI § D(1), Article XI § D(3) and Article XIII § 13 of the Declaration of Condominium of Outdoor Resorts at Orlando, Inc. (Clarification on Screening and Visitors)

YES

☐

NO

☐

Proposes to the unit owners, for a vote at the July 2025 Special Meeting, the attached amendments to Article I § E, Article XII(C), and Article XIV of the Declaration of Condominium and Article V § 4(a), and Article VI of the Bylaws of Outdoor Resorts at Orlando, Inc. (Clarification of Seawalls)

YES

☐

NO

☐

DATED: _____, 2025 Lot # _____

Print _____

Sign _____

Print _____

Sign _____

Print _____

Sign _____

SIGNATURE(S) OF OWNER(S) OR DESIGNATED VOTER