
From: BORS Neighbor <concernedownerbor@gmail.com>

Sent: Wednesday, April 8, 2026 6:49 PM

Subject: A Response to the Board's Amendment Email – What They're Not Telling You

Dear Fellow Owners,

The Board recently circulated a document describing the proposed bylaws amendment as seven "targeted changes" designed to improve clarity and governance. We have read it carefully. Below is what it actually says — and what it leaves out.

We urge you to **vote Against this amendment**. Only 67 NO votes are needed to defeat this amendment.

1. THE GRANDFATHERING CLAIM IS MISLEADING

The Board states that owners who vote against the amendment "may continue leasing on a 30-day basis" if grandfathered. This obscures what Florida law actually says.

Under §718.110(13) of the Florida Condominium Act, owners who vote NO already have this protection by statute — it is not a benefit the Board is granting you. What the Board never tells you is that owners who vote YES are consenting to surrender that statutory protection permanently. A NO vote preserves your rights. A YES vote gives them up.

The Board never once mentions §718.110(13). That is not an oversight.

2. THE "COMMITTEE" VIOLATES FLORIDA LAW — AND THE GMAIL ADDRESS IS NOT AN ACCIDENT

The first question every owner should be asking is this: why are we being directed to a personal Gmail address and a private cell phone number instead of our property manager? We pay six figures annually for professional property management. That manager's job is to handle exactly this: answering owner questions and ensuring all correspondence related to association business is properly documented. If the Board genuinely wanted owners informed, they would have directed every question to manager@borsouth.com. They did not.

The committee announced in the Board's email was never authorized at a noticed board meeting, no owners were invited to participate, and no official records reflect its creation — a direct violation of §718.112(2)(c) of the Florida Condominium Act. More critically, under §718.111(12), all owner inquiries about association business must be maintained as official records subject to owner inspection. **A personal Gmail account and a private cell number are not association records. They cannot be inspected.** Whatever representations the Board makes to owners through those channels disappears — by design. This is a deliberate choice to ensure the Board's promises to owners during a contested vote cannot be reviewed or held against them. Submit your questions in writing to manager@borsouth.com so that the responses are on the official record before you vote.

3. "CLARIFICATION" IS THE WRONG WORD FOR REVERSING YOUR PROPERTY RIGHTS

Amendment Point 1 removes the word "not" from the Declaration, which currently states that leasing is NOT subject to prior written approval. The Board calls this fixing an inconsistency. It is not. It is a reversal of the rule you purchased under, reframed to sound administrative. And the \$150 per-applicant screening fee that follows — paid to a vendor the Board selected, with no competitive bid process disclosed — applies at every lease renewal. The Board's materials are silent on this.

4. THE BOARD SAYS THE AMENDMENT DOESN'T CONTROL OCCUPANCY. THE BOARD WROTE THE AMENDMENT.

The Board's email states — in bold — that the amendment is "not intended to grant the Board control over who resides within individual units." But the Board drafted Amendment Point 3, approved its language, and placed it on the ballot. That text states that only individuals named on an approved lease may reside in a unit, that any additional occupants require prior Board approval and screening, and that unauthorized occupancy triggers enforcement action. This applies to owner-occupants too: if your partner moves in, a family member joins you, or an adult child comes to stay, the amendment's plain language requires Board approval and a background check.

That is, by any plain reading, the Board controlling who lives in your home. They wrote it. They approved it. They are asking you to ratify it — while telling you it doesn't mean what it says. Once an amendment is recorded, intentions are irrelevant. Courts interpret governing documents based on the plain meaning of the text, not reassurances in a cover email. The recorded language is what binds you — not what the Board says it intended.

WHAT WE ASK

Read the amendment language itself — not the Board's description of it. If you have questions, consult your own attorney or contact the Florida Division of Condominiums directly at 850-488-1122.

Your NO vote costs you nothing. Under §718.110(13), it preserves the rights you have today. A YES vote permanently surrenders them.

We need 67 NO votes. **Please vote Against**, and please share this with any neighbor who has not yet voted.

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JOIN US VIA GOOGLE MEET FOR A OWNER Q&A SESSION

We're hosting a Q&A **THIS THURSDAY 4/9/2026 at 6PM** so you can get real, factual answers — not board spin.

Submit your questions in advance by responding to this email.

We'll organize the questions, consult with legal counsel where needed, and make sure every answer is accurate and actionable.

Date & time: **THURSDAY 4/9/2026 at 6PM**

Your home is yours. Let's protect it.

Vote AGAINST on the ONR APP today.