

Victoria Palms of Dunedin Condominium Association, Inc.  
Amended and Supplemental Notice of Annual Meeting, Election & Amendment Proposal

Dear Members,

As you may know, the Associations shall hold its Annual Meeting and Election on **March 25, 2026, at 06:00 p.m.** at the Association's Clubhouse. During this meeting the Association shall consider a proposal to amend the Association's Declaration of Condominium (the "Declaration"). This notice and amendment shall supplement the previously mailed 2<sup>nd</sup> Notice of Annual Meeting with materials to review and vote on the proposal. This Notice shall also Amend the Annual Meeting Agenda to include the consideration of the proposal to amend the Declaration ("Amendment Proposal"). **Please note there has been no change to the time and date of the Annual Meeting, or candidates running for election.**

**Declaration Amendment:** A copy of the proposed Amendment to the 1<sup>st</sup> Amendment to the Declaration is included herewith this packet. These Amendments, if passed, shall be integrated into the First Amendment to the Declaration, which was recorded in December of 2020, and was a full replacement of the original Declaration of Condominium.

**Summary of Amendments:** Please find a summary of the Amendments below. In an effort to assist in voting and explain the Board of Directors' (the "Board") reasoning for each proposal, the Association has compiled a list of the Amendment subjects and a summary of their proposed changes. This summary is only meant to be informative, and each Member should read the amendments carefully before voting on the proxy provided.

**Sections 36 and 12, Use Restrictions and Limited Common Elements: Use Restrictions:** The proposed amendments to Sections 36 and 12 are aimed at eliminating inconsistent language within the Declaration and providing greater flexibility to the Board of Directors to adopt Rules and Regulations consistent with Community goals and practices. More specifically, the revisions to Section 36 remove certain use restrictions in favor of the addition of Board authority to adopt rules and regulations consistent with community standards. This includes the removal of certain pet and parking restrictions which at present are inconsistent with Community standards. The Board would be better able to adopt rules which reflect the Community practices, which may evolve from time to time based on the needs of the membership. If the attached is not adopted, the existing covenants will remain, causing the Association to continue to struggle with inconsistencies and a lack of flexibility.

Section 12 sets forth the provisions regulating Limited Common Elements. Revisions to Section 12.02 would allow the Board to have greater flexibility to set rules and regulations regarding exterior aesthetics and non-structural maintenance, while still preserving the need for the Association to monitor and protect the structural components of the Limited Common Elements, specifically balconies and patios.

The Amendments to both Sections 36 and 12 remove certain restrictions allowing for greater flexibility in rule setting, negating the need for excessing continuing Declaration amendments as the needs of the Community change.

**Sections 17 and 22: Assessments; Liability; Lien And Priority; Interest; Collections and Costs and Attorneys Fees:** Sections 17 of the Declaration sets forth the types of and methods for collection of Assessments and provides for the priority of the Association's lien for assessments on each Unit. Section 22 provides for the recovery of attorney's fees. The proposed amendments to Sections 17 and 22 revise and/or include the following:

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1. The ability for the Association to collect specific and individual assessments against Units and Unit owners who cause damage to Association property or who, as a result of a violation, require the Association to incur legal fees and costs in pursuit of compliance. Currently, the Association has limited options in collecting these damages and costs, which may then become Common Expenses the membership has to absorb. The Amendments to Section 17 and 22 would increase the personal liability of the Owner, as opposed to burdening the whole community, and make it easier to collect upon court ordered judgments in the Association's favor.

2. Greater ability for the Association to collect assessments in the event of a foreclosure of a Unit by a first mortgagee ( the holder of the mortgage being foreclosed). Currently, the Declaration does not have express language enabling the Association to collect any money in past due assessments if a third-party purchaser buys a Unit at a foreclosure sale. The Proposed Amendment, creation of Section 17.06, makes new owners who purchase Units at a foreclosure sale, liable for past due assessments that came due prior to the sale. This will only affect those buyers who purchase their unit at a mortgage foreclosure sale and will, when applicable, prevent the past due assessments of the foreclosed Owner from becoming part of the Common Expenses shared amongst the Owners.

The proposed Amendments to Section 17 share a general, common goal of recovering more Assessments in the event of a loss or foreclosure so that those losses are not passed on to the Association at large.

**Section 18. Sale, Transfer, Conveyance or Lease.** Section 18 sets forth the restrictions and procedures for leasing Units within the Condominium. The Amendment to Section 18 aims to accomplish the following:

1. Align rental terms with local and state laws.
2. Eliminate language requiring background checks and prohibiting subleasing.
3. Providing supplemental authority to adopt rules and regulations for leasing procedures in connection with the submission and registration of leases.
4. Allow for the collection of transfer fees and deposits to offset the cost of title and lease transfers as well as aid in recovery of costs if a tenant damages Association property.

Amendments to Section 18 are proposed with the overall goal of removing restrictions on leasing and limiting the costs the Association must bear in connection with title and tenant transfers and potential damages.

The Board of Directors has proposed these amendments taking into consideration the results of the previously collected survey. After reviewing the goals and considerations of Members, the Board presents these amendments in good faith and asks that you vote in favor of these proposals. Should you have any questions please contact management or a board member for more information or clarification. Please review the actual text and changes before voting on your proxy form.

**PREPARED BY AND RETURN TO:**  
**Greenberg Nikoloff, P.A.**  
**1964 Bayshore Boulevard, Suite A**  
**Dunedin, FL 34698**

**CERTIFICATE OF AMENDMENT  
TO THE 1RST AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
FOR VICTORIA PALMS OF DUNEDIN CONDOMINIUM ASSOCIATION**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on \_\_\_\_\_, 2026, by an affirmative vote of Unit Owners owning in excess of two-thirds (2/3) of the Units, the Declaration of Condominium, originally recorded in O.R. Book 14605 Page 1712, et seq., and thereafter amended and replaced by the First Amendment to Declaration of Victoria Palms, recorded in O.R. Book 21294 Page 266, both in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Declaration of Condominium, is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to the Declaration of Condominium for Victoria Palms of Dunedin Condominium Association, Inc."

IN WITNESS WHEREOF, Victoria Palms of Dunedin Condominium Association, Inc.. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this \_\_\_\_ day of \_\_\_\_\_, 2026.

VICTORIA PALMS OF DUNEDIN  
CONDOMINIUM ASSOCIATION, INC.

(Corporate Seal)

By: \_\_\_\_\_  
\_\_\_\_\_, President  
Printed Name

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary  
Printed Name

STATE OF FLORIDA  
COUNTY OF PINELLAS

On this \_\_\_\_ day of \_\_\_\_\_, 2026, personally appeared before me \_\_\_\_\_, as President, and \_\_\_\_\_, as Secretary of VICTORIA PALMS OF DUNEDIN CONDOMINIUM ASSOCIATION, INC., who are personally known to me or who have produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**  
**SCHEDULE OF AMENDMENTS**  
**TO THE**  
**DECLARATION OF CONDOMINIUM FOR**  
**VICTORIA PALMS OF DUNEDIN CONDOMINIUM ASSOCIATION, INC.**

**ADDITIONS INDICATED BY UNDERLINE**

**DELETIONS INDICATED BY ~~STRIKE THROUGH~~**

1. Section 12.02 Limited Common Elements are reserved for use by the Owners of the Units to which the same are appurtenant, to the exclusion of other Unit Owners, and there shall pass with a Unit, as appurtenant thereto, the exclusive right to use the Limited Common Elements so appurtenant maintenance, repair and replacement of, and expenses thereof relating to the interior surfaces and nonstructural portions of such Limited Common Elements, if any, shall be the responsibility of the Unit Owner unless otherwise expressly set forth herein. All cleaning and non-structural surface maintenance shall be the responsibility of the Owner. ~~and~~ All maintenance, repair or replacement of, and expenses thereof relating to the structural portions of such Limited Common Elements, if any, shall be performed and borne by the Association, and such expenses shall be Common Expenses. The Association reserves the right to approve all exterior aesthetic, decorative, or ornamental additions to the Limited Common Element Balconies, inclusive of both ground floor balcony areas, also known as "Patios" and 2<sup>nd</sup> floor balconies in accordance with any rules and regulations adopted to govern same. Furthermore, structural, material, or otherwise permanent, immovable or fixtures installations on or into the balconies or patios, including paint, must be approved in writing by the Association. The Board may but shall not be obligated to adopt uniform rules and regulations regarding the approval process of structural, material, or permanent alterations. The lack of a formalized approval process shall not negate the requirement of written approval for structural or material

**EXHIBIT "A"**

alterations to the balcony and patio areas.

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2. SECTION 17. ASSESSMENTS; LIABILITY; LIEN AND PRIORITY; INTEREST; COLLECTIONS.

17.01 The Association shall assess the Unit Owners the sums necessary to provide, in advance, funds sufficient to pay the Common Expenses, for Capital or other improvements, and/or assessments applicable to a specific Lot or Owner for costs and fees in connection with enforcement.

17.02 The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Elements, services or recreation facilities, or by abandonment of the Unit for which the assessments are made.

17.03 Payment of Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, is liable for all assessments which come due while he is the Unit Owner. Assessments and installments due on them which are not paid within ten (10) days after their due date shall bear interest at the highest rate allowable by law from the due date until paid. The Association may charge an administrative late fee, in addition to such interest, in accordance with Section 718.116(3), Florida Statutes, as the same now exists, or may hereafter be amended from time to time. Such late fee shall be set by the Board of Directors of the Association from time to time. Any payment received by the Association shall be applied first to any interest accrued against the delinquent amounts, then to any administrative late fees, then to costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessments.

17.04 Lien and Priority. The Association has a lien against each Condominium Parcel for any unpaid assessments with interest. The lien shall also secure costs, administrative late fees and reasonable attorneys' fees related to the collection of the delinquent assessments. The lien shall be enforced in accordance with the provisions of Sections 718.116, Florida

Statutes, as the same may now exist, or may hereafter be amended from time to time. The lien shall relate back to the date of filing of this Declaration in the public records of Pinellas County, Florida, and shall be superior in dignity to the creation of any homestead status, regardless of when the lien shall be filed for record, and each Owner of a Unit hereby consents to the imposition of such a lien prior to any homestead status. The lien of the Association shall also *be* superior in dignity to any lien or mortgage against a Unit, except as provided by Section 718.116, Florida Statutes, as the same now exists, or may hereafter be amended from time to time, regardless of the dates the lien or mortgage is filed for record, and each person or entity acquiring a lien or mortgage interest in any Unit hereby consents to the imposition of such lien priority in favor of the Association.

17.05 Rights of Mortgagees. The provisions of 718.116, Florida Statutes, as the same may now exist, or may hereafter be amended from time to time, shall govern the rights of mortgagees having mortgages against the Units, provided, however, that no mortgagee, other than a first mortgagee of record, shall be entitled to the benefits of such Section.

17.06. Joint and Several Liability for Assessments. Subject to the provisions of Section 718.116, Florida Statutes and the rights of mortgagees stated herein, all Owners, including those third party purchasers who take title via a mortgage foreclosure sale or pursuant to a deed in lieu of foreclosure, shall be jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous owner the amounts paid by the owner. For the purposes of this paragraph, the term "previous owner" does not include an association that acquires title to a delinquent property through foreclosure or by deed in lieu of foreclosure.

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### 3. SECTION 18. SALE, TRANSFER, CONVEYANCE OR LEASE

18.01 Leasing of Units. Unit Owners may lease their Units in accordance with all state, local and federal laws, and subject to the following restrictions:

**EXHIBIT "A"**

- (a) All leases must be in writing.
- (b) ~~No lease may have a term of less than (1) month.~~ Leases terms shall be consistent with the laws and regulations of the City of Dunedin.
- (c) No lease may be for less than the entire Unit.
- (d) All leases shall be deemed to incorporate this Declaration and its exhibits, whether or not so stated, and all lessees, and their family members, guests and invitees shall be subject to and shall be obligated to comply with such documents.
- (e) All leases shall provide, and if they do not so state, they shall be deemed to provide, that the Association shall have the authority, but not the obligation, to take legal action against a lessee for removal of that lessee from the Unit for violation of this Declaration or the Rules and Regulations of the Association. All costs and fees in connection with enforcement and removal of a tenant shall be the obligation of the Owner, and if unpaid may be assessed to the Owner and his/her Unit, and if unpaid, liened and foreclosed upon in the same manner of a regular assessment lien.
- (f) ~~Background checks on all tenants must be done and with a copy given to the property management company. Background checks are to include credit and criminal history. The Association has a right to require additional security deposit of two thousand five hundred dollars (\$2500) for any tenant deemed risky and the deposit will be held in a non interest-bearing account by the management company. The Association may also require a transfer fee for the review and processing of all leasing requests.~~
- (g) For the purposes of this Article 18, any transfer of possession of a Unit by the Unit Owner to any other person shall be considered a lease of the Unit, whether or not rent is to be paid by such other person; provided, however, that the requirements of this Section 18.07 shall not apply to grants of possession by a Unit Owner in favor of his or her children, parents, siblings or other persons related to the Unit Owner by blood or marriage.
- (h) ~~There shall be no subleasing of any Unit or portion thereof.~~

18.02 Notwithstanding any approval either expressly granted or impliedly given by the Association, whether for sale or lease of a Unit, all occupancy of a Unit shall be in compliance with the restrictions and covenants of this Declaration, its exhibits and the

Association's Rules and Regulations.

18.03 Time share estates and interval ownership arrangements of whatever kind are hereby expressly forbidden.

18.04 The Board of Directors may, but shall not be obligated to, adopt rules and regulations for the registration and submission of leases to the Association for monitoring and review and shall require, as necessary, contact information for all adult occupants of a Unit.

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#### 4. SECTION 22. COSTS AND ATTORNEYS' FEES

22.01. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, Bylaws, and Rules and Regulations adopted pursuant thereto, and said documents and Rules and Regulations as may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court or arbitrator. The Association shall be entitled to its prevailing party attorney's fees which may be assessed as an individual and specific assessment against the Owner and his/her Lot and if unpaid may be foreclosed upon in the same manner provided for as a regular assessment lien.

22.02 In addition to the foregoing, if a Unit Owner fails to comply with the terms of this Declaration, the Bylaws, and/or the Rules and Regulations adopted pursuant thereto, as they may be amended from time to time, and as a result of such failure it becomes necessary for either the Association or its agent to employ an attorney in order to insure that the Unit Owner complies with his or her said obligations, then and in such event, the Unit Owner will be obligated to reimburse the Association for the costs of such attorneys' fees, regardless of whether or not suit may be instituted, and such costs and fees if unpaid may be assessed as an individual assessment against the Owner and his/her lot, and be foreclosed on in the same manner provided for as with a lien for regular assessments.

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#### 5. SECTION 36: OBLIGATIONS OF UNIT OWNERS.

36.03 Parking spaces may be used in accordance with rules and regulations duly adopted by the Board of Directors, who shall have the authority to promulgate and adopt rules only ~~for~~ regulating the parking of passenger vehicles, ~~which shall include~~ inclusive of passenger

vans, sport utility vehicles, minivans and pickup trucks used by a Unit Owner or other resident as his or her primary personal transportation vehicle. The Association shall have the authority but not the obligation to regulate non-passenger vehicles, including Motorcycles, campers, recreational vehicles, commercial vehicles and non-passenger vans and pickup trucks ~~shall be strictly~~ which may in accordance with any adopted rules and regulations, be permitted, limited or prohibited, subject to the discretion of the Board of Directors and their rule making authority. Repairs to vehicles shall not be made on the Condominium Property or Association Property. Additionally, the washing of any watercraft, trailers, and/or vehicles on the Condominium Property or Association Property shall be prohibited, except in areas that may be designated by the Association from time to time. The Association may adopt rules and regulations further regulating parking, specifically, but not limited to, the use, frequency, time, and designation of spaces. The Association shall further have the authority to arrange for the towing of vehicles as a method of enforcement of parking covenants, restrictions, rules and regulations. All towing practices shall be consistent with Chapter 715, Florida Statutes and regulated in accordance with notice provisions as adopted by the Board of Directors.

(a) Golf Carts. The Board of Directors shall also have the authority to regulate the use, storage, registration, and parking of golf carts within the community. Including but not limited to designating golf cart parking areas, registration submission processes, and limits as to how many golf carts can be kept in the community at one time.

36.11 The Board of Directors shall have the authority to approve all pets and to adopt rules and regulations regulating the number, size, and method of any required registration for pets kept within the Unit and on the Property. The Unit shall not be used for the commercial breeding, sale, housing, grooming or care of pets or other animals. Only Unit Owners may keep domestic pets in the Unit, subject to the following restrictions:

~~(a) Domestic pets shall include only two (2) cats or two (2) dogs weighing no more than twenty five (25) pounds each or one (1) dog weighing no more than seventy five (75) pounds, and birds no larger than a standard sized cockatiel. Reptiles, fish, rodents and any other type of animal are expressly prohibited. There shall be no loud barking dogs or any~~

~~other ill tempered or dangerous dogs.~~

~~(b) Each Unit Owner or approved tenant in a Unit desiring to keep an animal in a Unit shall register such animal with the Association in accordance with a registration process developed by the Board of Directors of the Association. The Association shall maintain a roster of all animals registered. The Unit Owner in whose Unit the animal will be kept shall be responsible for the conduct of the animal and, at all times when an animal shall be kept on the Condominium Property, shall show proof of registration with the county and updated vaccination records to be filed with the management company.~~

~~(c) Birds shall be kept in a fully enclosed pen inside the Unit. No bird may be permitted outside the Unit at any time except when transporting the same to or from property outside the Condominium Property.~~

(d) The right to keep an animal on the Condominium Property is not absolute, but rather conditioned on the proper conduct of the animal. At all times when a dog or cat shall be on the Common Elements, such animal shall be under leash and under the direct control of a person. No dog or cat shall be permitted to run free on the Common Elements at any time. The Unit Owner of the Unit in which any animal is kept shall not permit the animal to create a nuisance or otherwise engage in conduct which is a source of annoyance to other residents of the Condominium Property. If the Unit is leased to an approved tenant keeping an animal, the tenant shall, jointly and severally with the Unit Owner, be responsible for the conduct of the animal. In the event an animal's conduct is the source of annoyance to other residents or the animal creates a nuisance, the Association shall have the right to require the permanent removal of the animal.

(e) No animal shall be kept, either permanently or temporarily on any Common Element walkway or within any Limited Common Element. No ~~animal-pet~~ shall be permitted in the pool, on the pool deck, or in the Clubhouse.

~~(f) No more than two (2) cats or one (1) dog may be kept in any Unit at any time.~~

VICTORIA PALMS OF DUNEDIN CONDOMINIUM ASSOCIATION, INC.  
AMENDED AND SUPPLEMENTED SECOND NOTICE OF  
ANNUAL MEETING AND ELECTION OF DIRECTORS

March 10, 2026

To: All VICTORIA PALMS OF DUNEDIN CONDOMINIUM ASSOCIATION, INC. Members,  
The ANNUAL MEETING of VICTORIA PALMS OF DUNEDIN CONDOMINIUM  
ASSOCIATION,

INC. will be held at the following DATE, TIME, and LOCATION:

- DATE/ TIME: WEDNESDAY, MARCH 25, 2026, AT 6:00 P.M.
- LOCATION: THE CLUBHOUSE

And also, by ZOOM at:

<https://us02web.zoom.us/j/92644803788?pwd=6UIOc5Pe96ZbtUusPratmOdibMJZmP.1>

Meeting ID: 926 4480 3788; Passcode: 912057

Enclosed with this Amended and Supplemental 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, including an amendment to the Declaration of Condominium. The Annual Meeting of the Association will be held for the purpose of an election and voting for directors, as well as conducting such other business as may lawfully be conducted, including a proposal considering an amendment to the Declaration.

**This agenda has been amended to reflect the consideration of the Declaration amendment; no other items have been modified. You have previously received election materials which are not affected by this notice.**

If you have any questions regarding the Annual Meeting, Election, or Amendment Proposal, please contact your property manager.

Agenda

1. Call to Order
2. Appoint Chairperson to the Meeting
3. Proof of Notice of the Meeting
4. Certifying of Proxies & Establish Quorum
5. Read or Waive Minutes of Last Members' Meeting

6. Proposal to Consider Amendment to the Declaration of Condominium
  - i) Collect any ballots from those voting in person on the amendments
  - ii) Tally and announce the results of the amendment proposal.
6. Election of Directors
7. Candidates Have Read and Agree to Abide by Association Documents
8. Selection of Three (3) non-candidate members to count Ballots
9. Motion to Close Ballot Box
10. Reports of Officers and Committees
11. Unfinished Business
12. New Business
  - a. Open Forum
  - b. Announcement & Seating of New Board
13. Adjournment

BY ORDER OF THE BOARD OF DIRECTORS

Ellyse Vosselmann, LCAM

AMERI-TECH COMMUNITY MANAGEMENT PARTNERS. LLC

24701 US Highway 19 N, Suite 102, Clearwater, FL 33763 (727) 726-8000 24hrs (727) 723-1101 Fax

(Check out our website for the latest updates@[www.ameritechcompanies.com](http://www.ameritechcompanies.com))

**VICTORIA PALMS OF DUNEDIN CONDOMINIUM ASSOCIATION, INC.**  
**LIMITED PROXY**  
**MEMBERSHIP MEETING**  
**March 25, 2026 @ VICTORIA PALMS CLUBHOUSE**  
**06:00 P.M.**

TO: Secretary

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned hereby appoints the corporate Secretary, his or her designee, or \_\_\_\_\_ (if blank is not filled in, then the corporate Secretary, or his or her designee shall serve as the proxyholder), 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 the Victoria Palms Clubhouse at 6:00 P.M. on March 25, 2026 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 the Declaration be amended to reflect the changes and additions included on Exhibit "A", reflecting amendments to Sections 12, 17, 22 and 36 of the First Amendment to Declaration of Condominium. These proposed amendments, if passed, together with the First Amendment to the Declaration shall constitute the entire current Declaration of Condominium.

\_\_\_\_\_ 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.

Dated: \_\_\_\_\_

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.)