**RULES COMMITTEE RECOMMENDATIONS**

**FEBRUARY 8, 2023**

**Submitted by Joel Goodman, Chair**

On February 8, 2023 a quorum of the Rules Committee (consisting of 6 of 7 committee members) convened in the Meridian card room and on Zoom with the following members appearing: Kathy Thomas, Hiroo Kapor, Joyce Wojtowicz, Aruna Dabholkar, Shiny George, and Joel Goodman [Chair], along with , Ryan Osburn [Meridian manager] and several other unit owners. The committee considered the following agenda items all of which were unaninmously approved for recommendation to the Meridian board.

**[1] Anchoring air compressors on Roof:**  There still are approximately 12 or so air compressors on the Meridian roof that lack proper “anchoring straps.” These straps are necessary on the event of hurricane or other gale force winds and are important as hurricane season begins on June1, 2023.

**The following is unanimously recommended [[vote 6-0]** as an amendment to the RULES under the heading “MISCELLANEOUS” that should be on pages 6 & 7 and added after item #12 the following:

**All air compressors on the Meridian roof must have approved anchoring straps installed by no later than June 1, 2023 which is the beginning of Florida’s 2023 hurricane season.**

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**[2] (A) Guests-**  Rules for Guests on page 6 Item # 8 has created some confusion as it refers to the application of “Private Parties,” on current Rules page 10 & 11 as it relates to parties of 25 or more guests and the usage of common areas such as the Sunset room and Card room. The Guest rule Item # 8 currently reads as follows:

*8. More than 12 visitors in a residence are considered a “party”. The below rules on “Private*

*Party Reservations” then pertain, which requires notification of and coordination with the*

*Concierge*.

**The following is unanimously recommended [[vote 6-0**] to reword Guest’s Item 8 in its entirety as follows:

**8. More than 25 non-resident visitors in a resident unit are considered a “unit party” and must adhere to all rules and these requirements as well:**

**[a) Notice to the manager is required in advance of the unit party.**

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**(b) The resident-host for a unit party of 25 or more non-resident guests in a unit must hire a staff member or other responsible adult delegated by unit owner to coordinate parking at the Meridian or elsewhere. Parties planned for children (under age 18) require one (1) adult supervisor for every five (5) children in attendance.**

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**[2] (B) Guests –**  **The following new item #9 is unanimously recommended [vote 6-0]** to be added to the rules as follows:

**9. A renter must be in attendance and present during all times that a renter has guests on the Meridian Property**.

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**[3] PRIVATE PARTY RESERVATIONS:** There appears to be no need for the hiring of a “private party professional security service” in current item # 3 which reads: “The resident-host for parties of 25 or more guests must hire a private professional security service.”

**The following is unanimously recommended [[vote 6-0]** to remove the referenced sentence and insert the following:

**“The resident-host must hire a staff member or other responsible adult delegated by unit owner to coordinate parking at the Meridian or elsewhere.**

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**[4] ENFORCEMENT & COMPLIANCE COMMITTEE –** In 2022 the Florida legislature passed Section 720.305 “Obligations of members; remedies at law or in equity; levy of fines and suspension of use rights.” In order to comply with this statute the current Meridian rule concerning “ENFORCEMENT” at pages 30 & 31 is hereby is **unanimously recommended [vote 6-0]** to be changed by removing and replacing items 2, 3, & 4 and replacing them as numbered and as underlined hereafter:

**2. Notice: The Association shall notify** **and provide at least 14 days’ notice to the homeowner or occupant of the infraction or infractions. The owner or occupant will be provided a notice of the opportunity for a hearing before the Compliance Committee and the date/time of such hearing. The stated time/date of the hearing may thereafter be amended with notice by the chair of the compliance committee.**

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**3. Composition of the Compliance Committee: The Compliance Committee shall consist of at least 3 or more members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee.**

**4. Hearing & Determination:**

**[a] If the committee, by majority vote, does not approve a proposed fine or suspension, the proposed fine or suspension may not be imposed.**

**[b] The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board.**

**(c) If the proposed fine or suspension levied by the board is approved by the committee, the fine payment is due or the suspension is effective 5 days after notice of the approved fine or suspension is provided to the parcel/unit owner and, if applicable, to any occupant, licensee/renter, or invitee of the parcel owner.**

**(d) The association will provide written notice of such fine or suspension by mail or hand delivery to the parcel/unit owner and, if applicable, to any occupant, licensee, or invitee of the parcel owner.**

**5. Guest Violations:**

**Serious violations of these rules or improper public behavior by an**

**individual guest will result in that guest being barred permanently from property access.**

**Repeated guest violations will result in a hearing by the Compliance Committee to**

**determine if guest privileges should be revoked for the resident in question (i.e., no**

**guests permitted)**

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**[5] Lithium Batteries-**  [1] The dangers from overheating of Lithium batteries has been extensively reported and documented. Hurricane Ian that hit the Ft Myers area in 2022 documented chemical fires in EV vehicles exposed to salt water as a result of storm surge flooding. Those fires were tragically difficult and long lasting to extinguish and, in several instances, spontaneous combustion occurred well after Gulf waters receded. [2] Similarly, e-bike and other lithium ride-on operated devices [scooters, skateboards, etc.] have experienced electrical fires that are difficult to extinguish.

These lithium battery operated devices are a clear and present danger to the Meridian community, as evidenced by one such reported incident when a Meridian unit owner left their hurricane shutter lithium backup battery plugged in for charging. The battery overheated causing a spontaneous fire in the unit. The fire department extinguished the fire after the sprinkler system was activated.

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**FIRST**, The following is **unanimously recommended [vote 6-0]** to be added as a new heading immediately after pages 17 & 18 in the current Rules currently headed: “ELECTRICAL USAGE IN LIMITED COMMON AREAS:”

**PROHIBITED LITHIUM BATTERY CHARGING IN ALL AREAS OF THE MERIDIAN, [ie., UNITS, COMMON AND LIMITED COMMON AREAS]**

[1] Due to the extreme dangers of overheating thereby causing fires, all charging (a) of lithium batteries for ride-on vehicles such as (i) e-bikes (ii) scooters, (iii) skateboard, etc., in addition to (b) of lithium batteries for hurricane shutters are prohibited anywhere on/in the Meridian property, including in all units, common areas and limited common areas.

[2] A resident or staff may obtain an exemption due to a medical or other condition by submitting a detailed written request to the manager who shall document the grant or denial of the exemption in writing. In the event an exemption is granted, the manager shall document all conditions for such use such as the location of any charging, the extent such battery may be charged (ie., 80%), etc. The board shall periodically review all exemption grants and take all necessary steps to safeguard such usage.

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**SECOND**, **The following is unanimously recommended [vote 6-0]** to be added to the heading “MISCELLANEOUS,” after item #1 [all numbered items thereafter shall be renumbered]:

2. Due to the extreme dangers of chemical combustion fires, all electrical and/or hybrid vehicles [ie., cars, e-bikes, scooters, skateboards etc.] having a lithium battery must be immediately removed from the Meridian property whenever a notice of a storm “mandatory evacuation” issues.

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**[6] Amendment to Declaration- Leases or Rentals-**  The Meridian is a residence only building by design and intent and not to be transformed into a commercial or business facility such as an apartment building or a time-share or a high rent hotel/luxury resort. The leasing or rental of units multiple times during a calendar year allows for heavy turnover of renters and guests of renters thereby creating constant stress upon residents and Meridian staff. Furthermore, banks and other lending institutions may disallow the granting of mortgages or credit to Meridian buyers if the number of units leased increases to an unacceptable level [ie., 20% or more ] thereby creating a commercial or non-residential] facility.

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**First** - **The following is unanimously recommended [vote 6-0]** to further amend the Meridian Declaration at section 18.1 as amended in May 2022, so that about 1/3 of the way into the 18.1 paragraph the following underlined and bolded words are added to the sentence:

“No lease shall be valid or approved for a term of less than ninety (90) days. **No unit shall be leased to a different lessee more than one time in any 365 day period of time beginning on the date of the lease.**

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**Second-**  Pursuant to Florida Statute 718.112(2) (i), in order to further protect the integrity of the Meridian from damage to common elements during the course of a lease, immediately following the above # 6 proposal at Meridian Declaration 18.1, **the following is unanimously recommended [vote 6-0]:**

**“All prospective unit lessees/renters are required and must place a security deposit in an amount the equivalent of 1 (one) month’s rent, into an escrow account maintained by the Association. The security deposit shall protect against damages to the common elements or association property.**

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Finally, the committee voted 5-0 [ with one member expressing no opinion] that the board consider scheduling for the month of April 2023 a special membership meeting to vote on the above item # 6 Amendments to the Declarations.

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