

300 Carolwood Point
Fern Park, FL 32730



Telephone (407) 834-6828
Fax (407) 834-5446

www.lakeofthewoodshoa.com

October 9, 2025

Dear Homeowners

As you are aware, the second special assessment of \$3,995.34 to complete the roof project was unsuccessful. The vote was 168 'for' to 110 'against', only 18 votes shy of passing. These results were very disappointing, given that only 48% of the 533 total units voted, and nearly 100% of the 'no' votes were cast by owners who have already received new roofs.

This issue affects **all owners** and their homes. The owners of houses that have been re-roofed must understand that the collective first \$6,500 assessment contributed by all owners paid for the cost of their roofs. All owners were informed in March 2024 (see attached letter) that a second assessment would be necessary to complete the installations for owners still awaiting their roofs, which number approximately 120 units as of the date of this letter.

The failed first voting does not alter the fact that our Homeowners Association, the HOA, which comprises **every unit owner**, remains obligated to complete this project for all members in our community. Therefore, we have consulted with the HOA's attorneys to determine the best course of action, ensuring that every unit receives a new roof. The enclosed letter from the attorneys outlines their recommendation to engage in a new, second voting process, as well as the serious, costly ramifications of not completing this project. These attorneys represent all of us in this matter at Lake of the Woods, not just the Board or special interests.

After a thorough discussion and consideration, the Board agrees with the attorneys that holding a **second completely new voting process** is the best and most cost-effective way to move forward. Thus, we have scheduled two new dates: **Tuesday, November 11, 2025, for the first vote and Tuesday, November 25, 2025, for the second vote**, if we do not have a quorum for the first vote. A quorum for the first vote is 320 proxies. A quorum for the second vote is 160. The proxies are valid for 90 days. We hope this entirely new proxy voting process will yield a positive outcome, allowing us to complete the remaining roofs.

All proxies submitted for the past two deadlines are no longer valid. All homeowners must complete and return the new proxy form enclosed in the packet. You may drop your proxy in the collection box in the clubhouse lobby, mail it to the office in the enclosed return envelope, or email it to the office by DATE. As a reminder, voting for special assessments is not conducted via a secret ballot, as per our HOA documents.

We hope that the information provided by the attorneys and the material above clarifies the urgent need to proceed with a second vote. Please do not hesitate to contact the Board or our LCAM if you have any questions.

Regards,

Lake of the Woods Board of Directors



Clayton & McCulloh

ATTORNEYS AT LAW

www.clayton-mcculloh.com

NEAL McCULLOH
Senior & Founding Partner
nmcculloh@clayton-mcculloh.com

Clayton & McCulloh, P. A.
Servicing 25 Counties
Respond to: Orlando Office

October 8, 2025

RE: Lake of the Woods Homeowners Association, Inc. – Letter regarding the roofs and passing the special assessment, risk and liability of not doing so, alternatives but less desirable options, etc.

Dear Owners:

Please be advised that this firm represents the Lake of the Woods Homeowners Association, Inc. (hereinafter referred to as the "Association") and we have been counseling your Association and its Board with respect to its obligations to institute roof maintenance, repair and/or replacement, as well as generate the necessary funds to accomplish same. Accordingly, we assisted the Association with respect to holding a membership meeting for the membership to vote on and, more importantly, pass the special assessment necessary to fund the requisite maintenance, repairs and/or replacement of the roofs. Unfortunately, this firm understands that the requisite approval for the Special Assessment was not obtained as two-thirds (2/3) of the members failed to vote in favor of it. This puts the Association and derivatively the owners at significant risk.

Given the above, we have subsequently counselled the Association with respect to the risks, as well as options potentially available to it to address this issue, all as more fully discussed below. However, before proceeding, please understand that unless the membership approves the special assessment, all of the other alternatives:

1. entail risk, if not substantial risk,
2. almost assuredly will increase your assessments, and
3. create potential significant liability for the Association and derivatively the owners.

To be clear, this firm strongly recommends passing and implementing the special assessment, as well as implementing the requisite roof maintenance, repair and/or replacement to curtail the risk and corresponding potential significant liability facing the Association and derivatively the owners. As such we recommend that the Board once again endeavor to obtain the requisite approval of two-thirds (2/3) of the owners to pass the special assessment to immediately generate

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the necessary funds to maintain, repair, and/or replace the roofs. We hope the following discussion regarding options with respect to the roof issue will help you to understand why each of them are problematic at best and place the Association and derivatively you the owners at risk.

- OPTION 1. Proceed with a Class Action Declaratory Judgement lawsuit whereby the Association and each of its owners would be made parties to the litigation. The purpose of this lawsuit would be to have the court confirm that the Board of Directors unilaterally (i.e., without any approval by the Owners) can levy the special assessment. While this course of action should lessen the risk and hopefully provide a judicial justification for the Association to proceed with such special assessment (i.e., without the two-thirds (2/3) owners' vote), it is hoped that each of you consider the tremendous cost such a lawsuit would entail (e.g., \$50,000 - \$100,000 or more), all of which would be paid by your assessments. Of course, the Association and derivatively the members would still have the obligation to fund and perform the necessary maintenance, repair and/or replacement of the roofs. As such, this approach while potentially being the next least risky, likewise, would be tremendously more expensive for each of the owners.
- OPTION 2. Amend the Declaration to eliminate the Association's responsibility to maintain, repair and/or replace the roofs. Not only would the Amendment and multiple documents to implement the Amendment¹ need to be drafted, but two-thirds (2/3) of the membership (i.e., the owners) must approve it. However, even if the Association were to obtain the two-thirds (2/3) approval of the membership, the Amendment can be challenged (e.g., in equity and fairness), especially as we understand that the Association has already maintained, repaired, and /or replaced some of the owners' roofs.
- OPTION 3. The Board unilaterally proceeding with levying a special assessment or amending the Association's budget to generate the necessary funds without obtaining a two-thirds (2/3) vote of the membership. While this firm must acknowledge that the Association's governing documents require a two-thirds (2/3) vote of the membership to levy such special assessment to accumulate the additional fund(s), ostensibly there is a conflict in the documents by virtue of the Association's obligation to maintain, repair and/or replace the roofs. Therefore, if the Association does not have the necessary funds to address the roofs, then in that event, an issue arises whether the duty of the Association to maintain, repair, and/or replace the

¹ By way of example, a ballot, a proxy, a notice and agenda, a certificate of Amendment to record the Amendment in the Public Records, a letter to the owners regarding the Amendment, an instructional letter to the Association regarding all of same, etc.

roofs together with the duty to generate the necessary funds to pay for same supersedes the two-thirds (2/3) approval requirement set forth in the Association's Governing Documents. Unfortunately, we are unaware of any specific statute or case law that expressly addresses this issue. Nevertheless, we believe that the duty to maintain should supersede the requirement of a two-thirds (2/3) approval by the membership (i.e., the owners). In fact, we believe such position should be somewhat analogous to and supported by the following 3 cases:

- a. La Corps versus Star Lakes Association Inc., 346 s so. 3D 1222 third DCA 2022,
- b. McClellan versus Cypress Chase North condominium No. Four Association, Inc., 387 Southern third 321 DCA 2024, and
- c. Tiffany Plaza Condominium Association, Inc., versus Spencer, 4167 second 823 second DCA May 26, 1982.

Moreover, we believe that the Association's requirement to maintain, repair, and/or replace the roofs should be a non-delegable duty of the Association or at a minimum a non-delegable duty without a proper and valid Amendment to the Declaration, which as discussed above, can be challenged especially until all the roofs are properly maintained, repaired and/or replaced. Moreover, we believe it would be completely unfair and inequitable for owners who have had their roofs replaced by the Association, as well as for those owners whose roofs do not currently need maintenance, repair and/or replacement to be able to block the special assessment and jeopardize the units whose roofs need to be addressed, all of which places the Association and derivatively the owners at risk. As such, we would hope that in the event of litigation, the court(s) would uphold any such unilateral special assessment levied and implemented solely by the Board of Directors.

Despite the above, we must admit that the Association can be challenged and that multiple lawsuits could arise by virtue of this course of action. As such, it would be far better, and less risky if the Association were able to obtain the requisite two-thirds (2/3) vote of the owners which is what we strongly recommend.

- OPTION 4. Forego maintaining, repairing and/or replacing the roofs, unless and until the Association accumulates the necessary funds. This option would simply entail the Association over time endeavoring to maintain, repair and/or replace the roofs when it has the funds to do so. However, this course of action, ostensibly, has the highest risk and potential resulting liability given the Association's obligation to maintain, repair and/or replace the roofs. Ultimately, Clayton & McCulloh cannot

under any circumstance endorse this course of action. In fact, we strongly recommend against it.

We hope that each of the owners appreciates that this firm strongly recommends that the Association obtain the two-thirds (2/3) approval of the membership to enact the necessary special assessment to fund the maintenance, repair and/or replacement of the roofs. Unfortunately, if the owners fail to support such action, then we hope each of you appreciates that the owners who have precluded the Association from implementing the special assessment essentially will have substantially placed the Association and derivatively each owner at risk. Moreover, we anticipate the failure to pass the special assessment and implement the requisite maintenance, repair and/or replacement of the roofs may, if not will, substantially increase each owner's assessments.

We hope each of you appreciate the cost of litigation should the Association become embroiled in only one lawsuit, much less multiple lawsuits regarding this matter.² Of course, obtaining the requisite two-thirds (2/3) vote to pass the special assessment and implementing the necessary maintenance, repair, and/or replacement of the roofs should substantially curtail the amount of additional attorneys' fees the Association will incur. Again, we hope each and every one of the owners appreciates that without such approval, the Association will be ripe for litigation if not multiple rounds of litigation.

Given the above, we hope that each and every one of you will support the Association and approve the special assessment to curtail the risk, curtail liability, and curtail increases in your assessments. Likewise, we hope that each and every one of you will support the Association and approve the special assessment to curtail the risk, curtail the potential significant liability, and curtail increased assessments that may, if not will, result if the requisite approval cannot be obtained. Moreover, the failure to properly and timely address this issue may have far reaching impact on the marketability and sale price of the units.

While no owner wants to pay the special assessment, we hope each of you appreciate that each of the Board Members must, likewise, pay the special assessment. Therefore, their endorsement of the special assessment should speak volumes as they, just like you, would prefer to avoid the additional expense.

Sincerely,
CLAYTON & MCCULLOH



Neal McCulloh, Esq.
NM/rsw/etk

² Of course, an issue arises whether any of such suits would be covered by the Association's insurance.

A Summary of Issues and Options regarding Roofs and Passing the Special Assessment

Why This Matters to Every Owner

The roofs must be properly and promptly replaced, not only to meet the Association's obligations under its governing documents, but also to avoid significant financial exposure for both the Association and individual owners. Failing to replace the roofs in a timely manner could lead to:

- Severe water intrusion and structural damage,
- Legal liabilities,
- Higher insurance premiums or dropped coverage, and
- Significantly increased future costs due to inflation and deterioration.

Additionally, we understand that the Association's roofing contractor has apprised the Association that, not only have the roofs reached the end of their useful life, but that they are in critical condition. Moreover, we understand that the original roofing installation was substandard, making the need for replacement even more urgent.

Fortunately, if the Association proceeds now, it can retain favorable 2023 pricing. Delay may not only increase the cost dramatically but may also require the Association to contract with another vendor at higher rates.

Legal and Financial Realities

The Association **does not have the option** to delay, much less forgo the roof replacement. Both the Declaration of Covenants and **Florida Statute 720.305** require the Association to replace the roofs.

Your Board has reviewed with Clayton & McCulloh multiple possible alternatives. Unfortunately, each comes with **significant risk, higher costs, and/or greater potential liability**. Below is a summary of the potential options:

Option 1: File a Class Action Declaratory Judgment Lawsuit

This would involve seeking a court ruling that allows the Association to proceed with the special assessment without owner approval.

- **Estimated cost:** \$50,000–\$100,000 (or more)

- **Estimated time:** 6 to 12 months
- **Additional concern:** Such litigation would seek to make each owner a party to the lawsuit
- **Risks:** Delay will lead to increased roof costs and continued deterioration
- **Outcome:** Uncertain, and owners would still have to pay for the roofs

Option 2: Amend the Declaration in an Effort to Eliminate Roof Responsibility

This may remove the Association's obligation to replace roofs and shift responsibility to individual owners.

- **Estimated cost:** \$3,000–\$6,000 in legal and administrative fees
- **Approval needed:** Two-thirds (2/3) of owners
- **Risk:** Validity may be contested, as well as potential for litigation, especially due to prior roof replacements by the Association
- **Timeline:** Minimum 3 months

Option 3: Board Proceeds with Special Assessment Without Owner Approval

The Board could assert that its duty to maintain and replace roofs overrides the requirement for owner approval of a special assessment.

- **Legal basis:** Conflicting obligations in the Declaration¹
- **Risks:** Validity may be contested, as well as potential for litigation and owner challenges
- **Outcome:** Uncertain, but possibly necessary given the urgency

¹ While the Association's Declaration requires the owners to approve a special assessment, the Association's Declaration, likewise, obligates the Association to replace the roofs. Without the funds to replace the roofs, an issue and conflict arises whether the duty to replace the roofs together with the duty to generate the necessary funds to pay for the replacement supersedes the owners right to approve the special assessment. Ultimately, we believe that the duty to replace the roofs should supersede the requirement of a two-thirds (2/3) approval by the owners.

In fact, we believe it would be unfair for owners whose roofs do not currently need replacement to be able to block the special assessment and jeopardize the units whose roofs need replacement. Unfortunately, this option has a good chance of being challenged resulting in multiple lawsuits.

Option 4: Do Nothing and Wait for the Necessary Funds to Accumulate

This is the **riskiest and most irresponsible** option.

- **Consequences:** Further roof deterioration, water damage, lawsuits, reduced home values, and/or higher eventual costs
- **Recommendation:** Strongly recommend against

Recommendation

Given the legal obligations, financial risks, and deteriorating condition of the roofs, we strongly recommend that the Association **immediately pursue a new vote** to obtain the required two-thirds (2/3) approval for the special assessment and proceed with the roof replacement without delay.

Please remember that:

- All owners will ultimately share in the cost, either now, through a special assessment, or later, through increased costs, legal fees, and/or property damage.
- The Board members themselves are owners and will also pay the assessment. Their support for this action is based on necessity, not preference.
- Delays could impact the **marketability and value** of your home.

This situation affects every owner, and your timely support is essential to protect your investment, your property, and your community.



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Winter Park, FL 32792
OFFICE: (321) 444-6446
CBC# 12611115
CCC# 1331432
EC# 13009893

To whom it may concern,

From our demolition of the previous 50+ buildings, it is evident that the existing roofing system was in critical need of replacement. The shingles were extremely brittle and had reached the end of their useful life. Over time, the oils within the asphalt had diminished, resulting in a loss of flexibility, loss of granules and adhesion from one shingle to the other.

Due to the mass number of walls and transitions on the property, properly installed wall and transition flashings are essential. Our findings revealed that most of the existing wall flashings had been waterproofed with a low-grade caulking material. This material had shrunk and cracked under UV exposure, leaving the system vulnerable to water intrusion.

The decking condition presents the most significant concern. The current substrate is a 3-ply CDX plywood that has experienced extensive dry rot. This deterioration compromises wind uplift resistance, as roofing nails cannot adequately secure into the weakened decking. Without a solid substrate, the integrity of the entire roof system is at risk.

Brian Walton
BFARR Contracting

300 Carolwood Point
Fern Park, FL 32730



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www.lakeofthewoodshoa.com

NOTICE OF SPECIAL MEMBERSHIP MEETING

A special meeting of the members has been called to vote on an additional funding assessment for the roof replacement project, which is necessary for its completion.

Date: Tuesday, November 11, 2025
Time: 7:00 p.m.
Location: Lake of the Woods Homeowners Association Clubhouse
300 Carolwood Point, Fern Park, FL 32730
Purpose: To approve an additional assessment for roof replacement, siding, and touch-up painting

October 9, 2025

Dear Owners:

At the duly called Board of Directors meeting held September 16, 2025, the Board, by a majority vote, voted to place before the membership a new vote for a special assessment in the amount of \$4,000.00 per unit, payable over 12 months at not less than \$333.33 per month until paid in full, commencing January 1, 2026, to complete the roof replacement project.

Breakdown of cost for roof replacement.

The following is a breakdown of contracted and anticipated roof replacement income and expenses for project completion.

Special Assessment Calculation:

Allied Roof Consultant	
Paid	\$ 27,700
Future Inspections	\$ 32,550
BFARR Contracting	
Roof Replacement	\$6,432,468
Flashing, decking, fascia, plywood (extras)	\$1,955,050
Siding	\$ 742,232
Performance Bond – Phase 1	\$ 18,000
Ruth Painting	\$ 271,300
Total Expense	\$9,479,300
Roof Reserve funds available as of 12/31/2023	\$3,029,287
Roof Reserve contribution 2024	\$ 305,515
Special assessment collected (estimated)	\$3,464,500
Roof Reserve Total for 2025 Projected	\$ 330,000
Interest for Roof Balance (2024 yr and 5 months of 2025)	\$ 70,000
Total Incoming Funds	\$7,199,302
Balance in Roof Fund Remaining	\$ 148,000
Total Short-fall	\$2,131,998
Expense per unit (533 units)	\$ 4,000

Please know that the quorum for an initial meeting to approve a Special Assessment is 60% (320 members present in person or by Proxy). Our documents Article V Section 5 states quorum requirements to be 60% at the first meeting and 30% at a second meeting, if needed.

We look forward to seeing you there and thank you in advance for submitting your vote to the office by mail or in person by November 11, 2025, by 7:00 p.m.. As is customary for our regular annual meetings and elections, a locked box will be provided at the office for you to deposit your Proxy. The Proxies will be counted by an outside organization at the November 11 meeting.

EVEN IF YOU PLAN ON ATTENDING, IN PERSON, PLEASE SEND IN YOUR PROXY, IN THE EVENT YOU ARE UNABLE TO ATTEND, TO HELP ESTABLISH A QUORUM.

This special assessment vote is placed before you as in accordance with the following:

Article V, Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon Common Area, including fixtures and personal property related thereto, or the Properties, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of voting members who are voting in person or by Proxy at a meeting duly called for this purpose and, during the first five (5) years from the date hereof, the same shall be approved by Developer.

Article V, Section 5. Notice of Meetings. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 hereof shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subsequent to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Article V, Section 6. Uniform rate of assessment. Both special assessments for capital improvements, and the annual assessment, shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis, provided, however, the foregoing requirement of uniformity shall not prevent special assessments against any particular lot which are established pursuant to the terms of this Declaration.

Article IV, Section 2. Exterior Maintenance. In addition to maintenance of the Common Area, the Association shall provide exterior maintenance upon each Lot, which is subject to assessment hereunder, as follows: paint, repair, replace, and care for roofs, gutters, downspouts, exterior building surfaces, and walks installed by Developer as part of the Work, and replacement thereof, except as hereafter expressly limited.

Given the above, completing the roof project is not an option. It is a duty that must be performed and fulfilled. Unfortunately, fulfilling this duty requires capital, which the Association lacks. Therefore, there is no alternative but to generate the funds from the Owners.

To ensure each of you further appreciates why we cannot ignore the requirement to repair and replace the roof(s), please be advised that Florida Statute 720.305 requires the Association, by law, to comply with the Association's Governing Documents (which includes Article IV, Section 2 of the Declaration reprinted above).

So there can be no confusion that the law requires us to comply with the Association's Governing Documents, and the Governing Documents require us to maintain, repair, and replace the roofs, we have reprinted below, in pertinent part Florida Statute 720.305:

720.305 Obligations of members; remedies at law or in equity; levy of fines and suspension of use rights.—

(1) Each member and the member's tenants, guests, and invitees, and each association, are governed by, and must comply with this chapter, the governing documents of the community, and the rules of the association. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the association or by any member against:

(a) The association;

...

(c) Any director or officer of an association who willfully and knowingly fails to comply with these provisions; and

The prevailing party in any such litigation is entitled to recover reasonable attorney fees and costs. (emphasis added)

We hope you appreciate that we would prefer to undertake a different course of action if there were a realistic, viable, and practical way to avoid the extra charges while properly addressing our roofing issues. Unfortunately, our investigation, as well as our understanding of the requirements, leaves us with no other viable options. Thus, we are compelled to proceed with this project, incur the associated expenses, and obtain funding from each of the Owners.

Respectfully,
Your Board of Directors and
Kristina Andersen, Association Manager

Lake of the Woods Homeowners Association

LIMITED PROXY

For the Special Membership Meeting to be held on **November 11, 2025.**

*** Please write legibly ***

I, _____ (name),
the undersigned owner of Property Address _____

_____ (address)
in LAKE OF THE WOODS HOMEOWNERS ASSOCIATION,

appoints _____ (name of proxy holder)
or the President of the Association **[NOTE: Failure to fill in a name on the immediately preceding line will automatically result in the President of the Association being appointed your Proxy]** as my proxy-holder to attend the Special Membership Meeting of Lake of the Woods Homeowners Association, to be held on **Tuesday, November 11, 2025 at 7:00 p.m., at the Clubhouse, 300 Carolwood Point, Fern Park, FL 32730.** The proxy holder named above has the authority to vote and act for me to the same extent that I would if personally present, except that my proxy holder's authority is limited as indicated below:

INSTRUCTIONS: If you will not be attending the meeting, it is important that you complete and return this Proxy so that sufficient votes can be obtained and a quorum established. Please fill in your Name, Property Address, and the way you wish your vote to be cast for the matter listed below. Please then sign and return this Proxy **SO THAT IT REACHES** the Association **before** the appointed time of the meeting **by mail to Lake of the Woods Homeowners Association, 300 Carolwood Point, Fern Park, FL 32730, in person at the clubhouse office or at the meeting, or via email to manager@lakeofthewoodshoa.com. This ballot must be signed by the person(s) entitled to vote.** The sooner we receive your Proxy, the sooner we will know how the vote count looks.

LIMITED POWERS

FOR YOUR VOTE TO BE COUNTED ON THE FOLLOWING ISSUE, YOU MUST INDICATE YOUR PREFERENCE BELOW. I SPECIFICALLY AUTHORIZE AND INSTRUCT MY PROXY HOLDER TO CAST MY VOTE IN REFERENCE TO THE FOLLOWING MATTERS AS INDICATED BELOW:

☐ In Favor of the special assessment

I vote to approve the special assessment for the roof replacement. The special assessment in the amount of \$4,000.00, if passed by the members, will be due on January 1, 2026, paid over 12 months in equal installments. I understand that this special assessment is in addition to the first special assessment for this roof replacement project in the amount of \$6,500.00, making the roof replacement special assessments a total of \$10,500.00.

☐ Opposed to the special assessment

I vote to disapprove the special assessment for the roof replacement.

DATED _____

Signature of Owner(s)

THIS PROXY IS REVOCABLE BY THE OWNER AND IS VALID ONLY FOR THE MEETING FOR WHICH IT IS GIVEN AND ANY LAWFUL ADJOURNMENT THEREOF. IN NO EVENT IS THE PROXY VALID FOR MORE THAN NINETY (90) DAYS FROM THE DATE OF THE ORIGINAL MEETING FOR WHICH IT WAS GIVEN.

300 Carolwood Point
Fern Park, FL 32730



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Fax (407) 834-5446

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NOTICE OF SPECIAL MEMBERSHIP MEETING

A special meeting of the members has been called to vote on an additional funding assessment for the roof replacement project, which is necessary for its completion.

Date: Tuesday, November 25, 2025
Time: 7:00 p.m.
Location: Lake of the Woods Homeowners Association Clubhouse
300 Carolwood Point, Fern Park, FL 32730
Purpose: To approve an additional assessment for roof replacement, siding, and touch-up painting

October 9, 2025

Dear Owners:

A subsequent Special Membership Meeting has been called for the purpose of passing a special assessment as per the Notice of Special Membership Meeting included herewith.

Should a quorum not be obtained on November 11, 2025, the subsequent meeting will take place November 25, 2025, and the second meeting quorum requirement is 30% (160 members present in person or by Proxy). Please note that members present at the first meeting will be counted as present at the second meeting and will only be counted as present once.

At the duly called Board of Directors meeting held September 16, 2025, the Board, by a majority vote, voted to place before the membership a new vote for a special assessment in the amount of \$4,000.00 per unit, payable over 12 months at not less than \$333.33 per month until paid in full, commencing January 1, 2026, to complete the roof replacement project.

Please refer to the enclosed Notice of Special Membership Meeting on November 11, 2025, for the breakdown of cost for roof replacement, as well as the Declaration Articles.

Thank you in advance for submitting your vote to the office by mail or in person by November 11, 2025, if possible, otherwise by November 25, 2025. As is customary for our regular annual meetings and elections, a locked box will be provided at the office for you to deposit your Proxy. The Proxies will be counted by an outside organization at the November 11 and November 25 meeting if needed.

EVEN IF YOU PLAN ON ATTENDING, IN PERSON, PLEASE SEND IN YOUR PROXY, IN THE EVENT YOU ARE UNABLE TO ATTEND, TO HELP ESTABLISH A QUORUM.

We hope you appreciate that we would prefer to undertake a different course of action if there were a realistic, viable, and practical way to avoid the extra charges while properly addressing our roofing issues. Unfortunately, our investigation, as well as our understanding of the requirements, leaves us with no other viable options. Thus, we are compelled to proceed with this project, incur the associated expenses, and obtain funding from each of the Owners.

Respectfully,
Your Board of Directors and
Kristina Andersen, Association Manager

Lake of the Woods Homeowners Association

LIMITED PROXY

For the Special Membership Meeting to be held on **November 25, 2025**.

*** Please write legibly ***

I, _____ (name),
the undersigned owner of Property Address _____
_____ (address)
in LAKE OF THE WOODS HOMEOWNERS ASSOCIATION,

appoints _____ (name of proxy holder)
or the President of the Association **[NOTE: Failure to fill in a name on the immediately preceding line will automatically result in the President of the Association being appointed your Proxy]** as my proxy-holder to attend the Special Membership Meeting of Lake of the Woods Homeowners Association, to be held on **Tuesday, November 25, 2025 at 7:00 p.m., at the Clubhouse, 300 Carolwood Point, Fern Park, FL 32730**. The proxy holder named above has the authority to vote and act for me to the same extent that I would if personally present, except that my proxy holder's authority is limited as indicated below:

INSTRUCTIONS: If you will not be attending the meeting, it is important that you complete and return this Proxy so that sufficient votes can be obtained and a quorum established. Please fill in your Name, Property Address, and the way you wish your vote to be cast for the matter listed below. Please then sign and return this Proxy **SO THAT IT REACHES** the Association **before** the appointed time of the meeting **by mail to Lake of the Woods Homeowners Association, 300 Carolwood Point, Fern Park, FL 32730, in person at the clubhouse office or at the meeting, or via email to manager@lakeofthewoodshoa.com**. This ballot must be signed by the person(s) entitled to vote. The sooner we receive your Proxy, the sooner we will know how the vote count looks.

LIMITED POWERS

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☐ In Favor of the special assessment

I vote to approve the special assessment for the roof replacement. The special assessment in the amount of \$4,000.00, if passed by the members, will be due on January 1, 2026, paid over 12 months in equal installments. I understand that this special assessment is in addition to the first special assessment for this roof replacement project in the amount of \$6,500.00, making the roof replacement special assessments a total of \$10,500.00.

☐ Opposed to the special assessment

I vote to disapprove the special assessment for the roof replacement.

DATED _____

Signature of Owner(s)

THIS PROXY IS REVOCABLE BY THE OWNER AND IS VALID ONLY FOR THE MEETING FOR WHICH IT IS GIVEN AND ANY LAWFUL ADJOURNMENT THEREOF. IN NO EVENT IS THE PROXY VALID FOR MORE THAN NINETY (90) DAYS FROM THE DATE OF THE ORIGINAL MEETING FOR WHICH IT WAS GIVEN.