

# EBYC GULF TO BAY 2019-20

## ANNUAL MEETING UPDATE

### ANNUAL MEETING NEWS

The Englewood Beach and Yacht Club Board of Directors welcomed over 39 owners to the 2019 Annual meeting of the membership held on Sunday, December 1, 2019.

The quorum requirement was reached with 291 proxies and members in attendance and so the Annual Meeting went on as scheduled. President Bill Ryan presided over the Annual Meeting.

### ELECTION

Two seats are up in the 2019-20 election of board members at Englewood Beach and Yacht Club. Jerry Laskowski and Chris Wolf were re-elected.

### CONTACT US

It is easy to contact us via email. Our email address for Englewood Beach and Yacht Club is:

**EBYC@VACATIONFLA.COM**

### DUAL AFFILIATION

#### II and RCI

Englewood Beach and Yacht Club Association is dual affiliated with both Interval International (II) and Resort Condominiums International (RCI).

Here is some contact information:

**Interval International** (I. I.) 1 800 828-8200 or [www.Intervalworld.com](http://www.Intervalworld.com)

Or **Resort Condominiums**

**International** (RCI) 1 800 338-7777 or [www.RCI.com](http://www.RCI.com).

### 2020 MAINTENANCE FEE < 4% INCREASE

The 2020 Budget was presented and unanimously accepted by the Board of Directors at the organizational meeting held immediately after the annual meeting. The maintenance fee will be \$549.00 in 2019, an increase of \$20.00.

### NEW PROGRAM PAY 2020 MAINTENANCE FEES ONLINE STARTING DECEMBER 2, 2019

The Board of Directors has instituted an online link for owners to pay their 2020 maintenance fees online any time they choose to.

[WWW.EnglewoodBeachResorts.com](http://WWW.EnglewoodBeachResorts.com)

will be the website to go to and there will be a link to click on to pay the fees. The owner will fill in their ownership info along with credit card info to pay their fees. The information given will be encrypted so the transactions will be safe and secure.

### EBYC RENTALS

For the owners who planned on renting their units, it may be prudent to think of using their units or trading them through I.I or RCI if units aren't rented one month before usage.

Owners interested in renting their unit(s) for 2020 are requested to

**SEND IN YOUR RENTAL AGREEMENT** to the EBYC office.

THANK YOU TO  
CHEF ROBERT CARVER  
FOR PROVIDING A TURKEY  
DINNER AT THE ANNUAL MEETING

# EBYC 2019-20 Annual Meeting Update

## WWW.ENGLEWOODBEACHRESORTS.COM WEBSITE

Englewood Beach and Yacht Club will continue to improve the value and transparency to the owners of the website this year by adding several new features.

These include:

- EBYC Condominium Documents.
- Quarterly Financial Documents as soon as Board of Directors accept the reports.
  - Draft Quality Annual Meeting Recap within 2 weeks of Meeting.
  - Regular Board Meeting Minutes After Approval.

## A PROMISE KEPT

As a "Legacy" resort developed in the 1980's, Englewood Beach and Yacht Club has kept the promises made to owners to offer a Safe, Clean, Organized Resort Environment.

What this means in 2020 is this:

- 1) Owners can stay on the Gulf of Mexico for \$549.00 per unit week where Gulf of Mexico Beach Rentals are between \$900.00 to \$1200.00 or more per week.
- 2) Owners who trade through Interval International or RCI have strong trading power to get great trades any place in the world.
- 3) Owner/Investors who rent their units still get rental proceeds that average over \$100.00 more than the cost of their maintenance fees.

There are many other resorts now where maintenance fees are so high that an owner unit rented successfully returns less than the maintenance fee at that resort.

The Board of Directors promises to keep managing E B Y C based on the promises made years ago.

## LOOK IN ON THE GULF OF MEXICO ANYTIME

VIEW THE GULF OF MEXICO ALL YEAR ROUND ON OUR BEACH CAMERA  
GO TO [SURFLINE.COM](http://SURFLINE.COM) AND ENGLEWOOD BEACH AND YACHT CLUB.

## E B Y C SPECIAL OFFER ON OWNER RENTALS in 2020

Englewood Beach and Yacht Club has a special deal for owners only.

- EBYC Association owned clubhouse one bedroom one bath room units
- Dates available from April 16th, 2020 until December 18th, 2020.
- Cost will be \$549.00 plus 12% tax = \$ 614.88 total.
- Save over \$300.00 vs. Regular Rental Rates.

## The Vote on the 2022 SUNSET CLAUSE

The Englewood Beach and Yacht Club Board of Directors set May 15, 2018 at 1:30PM for the vote regarding the 2022 Sunset Clause and amending the Declaration of Condominium to delete the mandatory termination provision. The vote was held at Englewood Beach and Yacht Club Clubhouse.

The results: 520 Votes to strike Sunset Clause/continue EBVC resort. 20 Votes to keep Sunset Clause.

Congratulations to the Owners who will now keep their units in Fee Simple.

### FUTURE YEAR TRADES

Englewood Beach and Yacht Club Association will collect a \$200.00 deposit on future maintenance fees when an owner puts their unit up for trade in the year 2020 or 2021.

### EBVC 2016 to 2019

#### AUCTIONS

EBVC has held auctions for the past 4 years. The total amount of units sold at the four auctions is over 52 units with 22 being sold in 2019. Maintenance fees from these auctions will contribute over 25 K in 2020.

# E B Y C 2020 INTENT FORM

Name:	Unit /Week	
Email Address:		
Address:	State:	Zip:
Cell Phone:	Home Phone:	
I will Use my unit - [ <input type="checkbox"/> ]		
I will Loan my unit - [ <input type="checkbox"/> ]		
I will Exchange my unit through RCI - [ <input type="checkbox"/> ] or Interval International [ <input type="checkbox"/> ]		
I would like to do an EBYC In House trade (depending on availability [ <input type="checkbox"/> ]		
I want to Rent my unit - [ <input type="checkbox"/> ] I will fill out the Rental Agreement on back and mail.		

## ENGLEWOOD BEACH AND YACHT CLUB TIMESHARE CALENDAR FOR 2020

Week #	Saturday Check-in	Week #	Saturday Check-in
1	Jan 4	27	Jul 4
2	Jan 11	28	Jul 11
3	Jan 18	29	Jul 18
4	Jan 25	30	Jul 25
5	Feb 1	31	Aug 1
6	Feb 8	32	Aug 8
7	Feb 15	33	Aug 15
8	Feb 22	34	Aug 22
9	Feb 29	35	August 29
10	Mar 7	36	Sep 5
11	Mar 14	37	Sep 12
12	Mar 21	38	Sep 19
13	Mar 28	39	Sep 26
14	Apr 4	40	Oct 3
15	Apr 11	41	Oct 10
16	Apr 18	42	Oct 17
17	Apr 25	43	Oct 24
18	May 2	44	Oct 31
19	May 9	45	Nov 7
20	May 16	46	Nov 14
21	May 23	47	Nov 21
22	May 30	48	Nov 28
23	Jun 6	49	Dec 5
24	Jun 13	50	Dec 12
25	Jun 20	51	Dec 19
26	Jun 27	52	Dec 26

### EBYC SALES

For association sales, call the resort at 1 941 474-7761 or email at: [ebyc@vacationFLA.com](mailto:ebyc@vacationFLA.com).

**PLEASE FILL OUT AND RETURN VIA EMAIL OR FAX TO RENT YOUR 2020 UNIT  
ENGLEWOOD BEACH & YACHT CLUB 2020 RENTAL AGREEMENT  
UNIT(S) \_\_\_\_\_ WEEK(S) \_\_\_\_\_ IN 2020**

THIS TIMESHARE RENTAL AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between

OWNER \_\_\_\_\_ SOCIAL SECURITY NO. \_\_\_\_\_

CO-OWNER \_\_\_\_\_ SOCIAL SECURITY NO. \_\_\_\_\_

CELL PHONE \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ COUNTRY \_\_\_\_\_ ZIP CODE \_\_\_\_\_

(herein after referred to as the "Owner(s)" and CUNNINGHAM PROPERTY MANAGEMENT CORP., a Florida corporation, a licensed real estate broker, whose address is 1030 Seaside Drive, Sarasota, Florida 34242 (hereinafter referred to as the "Agent").

1. In consideration of the efforts and services of the Agent, Owner(s) hereby grant Agent the exclusive right for a period of one (1) year, commencing on the date first set forth above, to rent the above Unit Week(s), which are owned by the Owner(s). Each Unit Week shall be rented at the best available rate and number of days as determined by the Agent in its sole discretion, pursuant to the instructions in Paragraph 4 below.

2. Neither the Agent nor any person acting by, through, or under the Agent shall make any use whatsoever of the Unit Week(s) except pursuant to a fully executed rental agreement without the prior written consent of the Owner(s).

3. Owner(s) agree to pay the Agent a commission of twenty-five percent (25%) of the gross rental amount received for each rental period. Sales and resort tax, shall be paid by the renter and shall not be used in the determination of any commission or compensation. The commission is earned only if a rental is secured. The Owner(s) shall be responsible for any fees resulting from the acceptance of credit cards and for any other bank charges incurred by the Agent resulting from this Agreement. Agent is authorized to deduct the commission and applicable expenses from the rent collected; and in the event there are outstanding maintenance fee assessments due to the Association, to apply all or any part of the rental proceeds to such outstanding assessments. Payments to the Owner(s) will be mailed no later than forty-five (45) days following the departure of the renter. THE AGENT IS NOT RESPONSIBLE FOR UNCOLLECTED FUNDS. There is no fee or expense for listing the Unit Weeks for rental.

4. It may be helpful if the Owner(s) agree to rent for less than the full week. Please indicate below:

- Owner(s) are willing to accept less than a full week stay by a renter in the Unit Week(s) YES \_\_\_\_\_ NO \_\_\_\_\_  
If two renters are secured for different time periods during the same Unit Week, an additional housekeeping charge will be incurred.

5. Agent will not be responsible for any reservation cancellation. Any forfeited deposits, will be distributed to the Owner(s) and the Agent per the agreed upon commission schedule.

6. No rental effort will be undertaken without receipt of a completed and fully executed Timeshare Rental Agreement.

7. Reservations will be allocated by the Agent according to the order in which completed Agreements are received, subject to the renter's desires.

8. If the Owner(s) wishes to use any of the Unit Week(s) after this Agreement is signed, the Owner(s) must inform Agent in writing of the cancellation of this Agreement as to such Unit Weeks provided, however, any such cancellation will be effective only if there is NO confirmed reservation for those Unit Weeks. It is the sole responsibility of the Owner(s) to verify the status of any rental of the Unit Week(s) by contacting the Agent. Agent cannot accept responsibility for keeping all owners informed of the rental status of their unit weeks.

9. Owner(s) acknowledge and agree that any loss or damage to the Unit, the common elements of the Condominium, or the Owner(s) property during the rental period is the responsibility of the Owner(s). The Agent will collect a damage deposit from the renter.

10. There are no other agreements, promises or understandings either expressed or implied between the Owner(s) and the Agent regarding rental of the Unit Week(s) other than specifically set forth herein, and there can be no alterations of or changes to this Agreement except in writing and signed by the Owner(s) and the Agent. In connection with any litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

11. Owner(s) hereby acknowledge receipt of a copy of this Agreement. The Owner(s) agree to refer to the Agent all inquires received concerning rental of the Unit Week(s). This listing is taken and this Agreement shall be performed in full compliance with federal, state and local fair housing laws without regard to race, color, religion, age, sex, country or origin or handicap. Agent shall maintain records of all rentals and the income received at the Agent's main office in Sarasota, Florida. The Agent shall be responsible for compliance with all applicable regulations and rules concerning rentals.

12. There are no existing judgments or pending litigation against the Agent resulting from or alleging a violation by the Agent of Chapters 475, 498, 718 or 721, Florida Statutes, or alleging consumer fraud on the part of the Agent.

**THERE IS NO GUARANTEE THAT ALL OR ANY PORTION OF THE OWNER(S) UNIT WEEK(S) WILL BE RENTED AT ANY PARTICULAR PRICE OR WITHIN ANY PARTICULAR PERIOD OF TIME.**

IN WITNESS WHEREOF, the parties hereto have executed this Timeshare Rental Agreement on the date first set forth above.

SIGNATURES:

DATE: \_\_\_\_\_

OWNER \_\_\_\_\_

CO-OWNER \_\_\_\_\_

AGENT, by: \_\_\_\_\_

DATE: \_\_\_\_\_

**RETURN TO: Englewood Beach & Yacht Club, 1815 Gulf Blvd, Englewood, FL 34223**

**Phone / Fax 941-474-7761**

**Website: [www.EnglewoodBeachResorts.com](http://www.EnglewoodBeachResorts.com)**

**Email Address: [ebyc@vacationfla.com](mailto:ebyc@vacationfla.com)**