

**NOTICE**  
**BOARD OF DIRECTORS ZOOM AND IN-PERSON MEETING**  
**EAST VILLAGE MASTER ASSOCIATION, INC.**  
**THURSDAY, JANUARY 12, 2023**  
**AT THE EAST VILLAGE CLUBHOUSE**  
**10:00 A.M.**  
**AGENDA**

<p>Zoom Link Meeting ID: 827 7048 9905 Passcode: 442850</p>
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1. Calling of the Roll/ Establish Quorum.
2. Proof of Notice of Meeting.
3. Reading and Approval of Minutes of December 8, 2022.
4. Resignations and Appointments.
5. Owners Comments, Announcements and Correspondence.
6. Reports of Officers and Committees:
  - a. President's Report.
  - b. Treasurer's Report.
    1. Review of current financials.
  - c. Legal/Compliance Report.
  - d. Grounds/Lakes/ Community Development Report.
  - e. Facilities.
  - f. Security Report.
  - g. Web Report.
7. Unfinished Business.
  - a. Hurricane Update.
8. New Business:
  - a. 2023 Annual Meeting.
  - b. Association Updates.
9. For the Good of the Order.
10. Next Meeting Date: February 9, 2023.
11. Adjournment.

**MINUTES OF THE IN-PERSON and ZOOM MEETING  
BOARD OF DIRECTORS  
EAST VILLAGE MASTER ASSOCIATION, INC.  
THURSDAY, JANUARY 12, 2023  
10:00 A. M.**

Present: Doug Abde, President, John Reisinger, Treasurer, Gary Beck, (Arriving at 10:10 A.M.), Secretary, Ed DiNunzio, Kathy Eisenbarth, (Via Zoom), and Barbara Scott, Directors, Jim Kraut for Management and owners in the in-person and Zoom audience. Absent: Brian Pederson, Director.

The meeting was called to order by the President, Doug Abde, at 10:04 A. M. in the EVMA clubhouse, a quorum being present. Proof of notice of meeting, with Notice and Agenda posted at least forty-eight hours in advance, were given. All motions passed at this meeting were unanimously approved by all Directors present, unless otherwise noted.

Reading and Approval of the Minutes of the Previous Board Meeting: Hearing no objection, the minutes of December 8, 2022, were approved, as presented.

Resignations and Appointments: None.

Communications and Announcements: None.

Reports of Officers and Committees:

- a. President's Report - Doug Abde: Submitted his report, which is attached and made a part of these original minutes.
- b. Treasurer's Report – John Reisinger: 1). The Treasurer reviewed the December November financial report, which is attached and made a part of these original minutes. 2). Need to move the Lake Reserve balance over \$5,000 to the new Insurance Deductible/Building Maintenance Reserve. 3). We have received a refund check of \$5,200 from Cincinnati Insurance. 4). The President stated that: a. The valuation amounts for damage to the facility were ridiculous and will not stand. b. Our figures indicate \$36,000 worth of damages against a \$25,000 deductible. c. Larry's raise was not approved by the Board. d. The reserves are too high. e. The budget is too high.
- c. Legal/Compliance: Legal: No report. Compliance: One volunteer is needed from each Association to serve on the Compliance Committee. Violation letters are sent as needed.
- d. Grounds/Lakes/Community Development Report: Grounds: Cleanup work continues. Lakes: The water sample tests will be sent to the Board for review. Community Development: No report.
- e. Facilities: No report.
- f. Security Report: 1). The motion detection/intruder alert systems have not been working since Hurricane Ian even though the invoices have been paid. ADT will provide credit. The Board is working on bids from other companies. The fobs and cameras are still working.
- g. Web Report: The website is up and running. Minutes and agendas should be sent to the Webmaster Michael Frank.

UNFINISHED BUSINESS.

- a. Hurricane Updates: Covered.

NEW BUSINESS.

- a. 2023 Annual Meeting: Will be held on April 13, 2023, at 10:00 A.M. at the clubhouse.
- b. Association Updates: 1). The palm trimming around the pool area will be done at a cost of \$394. 2). We only have one bid to repair roof damage from the hurricane.

MOTION was made by John Reisinger and seconded by Bobbie Scott to accept the proposal of \$1,800 for repairs, as submitted.

MOTION PASSED.

MOTION was made by John Reisinger to accept the proposal from Bowersox to replace the air conditioner in the bathrooms at a cost of \$5,373, as submitted.

MOTION DIED FOR LACK OF A SECOND.

3). Larry Vachon will investigate if exhaust fans are allowed and could work in place of air conditioning. 4). The Board again discussed the current fob deposit system vs selling the fobs and eliminating the deposit. 5). Management will inform Larry Vachon of any sales in the Community in Associations that they manage. 6). The repair of the parking lot light is delayed until the new fiberglass pole arrives.

For the Good of the Order: Covered.

MOTION was made by Ed DiNunzio and seconded by Kathy Eisenbarth that the meeting be adjourned.

MOTION PASSED.

The meeting was adjourned 11:20 A. M. The next meeting will be held on February 9, 2023, at 10:00 A.M. in the clubhouse and via Zoom.

Respectfully submitted,



James S. Kraut,  
For the Secretary

## New Year Report 2023

I would like to thank everyone for your service to your communities and your dedication to the good of the order. The year 2022 was certainly a year to go down in the history books as a year that tried the souls of all of us. Despite the turmoil of the economy, inflation, and world conflicts, and the pandemic that took the lives of over five million Americans, we all got through it and survived by the grace of God.

Last year, 2022, was a challenge! When formulating the budget for 2022 in October of 2021, we thought our 2022 budget would once again be level funded, close but adequate. We did not have an inkling of the inflation that was about to hit us. In the month of April, the board was made aware of a \$7612 shortage from the prior year. So instead of a 2022 budget that should have covered our expenses, we suddenly found ourselves in the throws of shortages to cover in the operational accounts.

These shortages topped with the inflation that hit the country, one of the worse since WWII, threw the budget completely into a turmoil. We ended the year with the need to appropriate funds from our reserves to pay the everyday expenses which in turn created a special assessment to the communities. The special assessment is temporary and will be removed at the end of this year, along with the maturity of the club house loan which will expire in November.

Just to regress a bit -- I was elected the President of the East Village Master Association in 2014, and that year, we began the modernization of the recreation facility. It was recognized by all that we had a club house that would only seat 39 people and a population of over a thousand residents to accommodate. We solicited the communities for their opinions on building a new clubhouse and the results were that the communities agreed and voted to build a new clubhouse as well as upgrade the complete recreational center.

- Today we enjoy the new, fully equipped clubhouse, which will be paid off in full this year.

- Ten years ago we had no fitness center as we see it today,
- we had no card room as we see it today, and
- the landscaping was changed.
- the pool deck was expanded with new lounge chairs and tiki umbrellas and tables.
- We now have a new web-site and free Wi-Fi for all to enjoy at the center.
- This year pickle ball was introduced to the center with great response.
- We have remodeled the tennis courts and repaired painted the perimeter fencing.
- A tennis court gate will be added to allow entrance from the parking lot into the courts.

These projects were completed while maintaining a level funded budget.

From the time we started the new renovations and the construction of the new hall up through last year our budget increases were less than three dollars per month, in fact we had a seven year period with no increases.

- Folks where can you go and enjoy a large heated pool and spa,
- enjoy a work out in the fitness center,
- play cards,
- take a book out of the library and play tennis and/or pickle ball and all for about a dollar a day.

The East Village Communities enjoy one of the lowest homeowner association assessments in our area and may qualify to be the lowest for what our recreational facility offers.

As we all know, our updated Recreational facility, and the enforcement of the covenants, raises the value of all our properties and creates a more desirable place to call home.

Doug Abde President  
East Village Master association

**AMENDED AND RESTATE DECLARATION OF COVENANTS  
AND RESTRICTIONS OF EAST VILLAGE**

**Article I**

**Introduction and Submission**

**Section 1.1 The Property and Submission Statement.** Gulfstream Land & Development Corp., a Delaware corporation authorized to do business in the State of Florida, (hereinafter "Developer") owned the fee simple title to certain real property and improvements, and is more particularly described as follows:

**EXHIBIT "A"**

**Hereinafter referred to as the "Property."** The Property is subject to the original Declaration of Covenants and Restrictions of East Village, recorded in Official Records Book 1646, Pages 93, et. Seq., of the Public Records of Sarasota County, which provide that it is governed by East Village Master Association, Inc. (**hereinafter "Master Association"**) as an overall master association.

1. **Property – described in Exhibit "A"**
  - a. Did formation of East Village Community pre-date formation of each of the HOA's?
    - i. Quail Lake – Original By-Laws - Feb. 213, 1988
    - ii. Willow Springs – Original By-Laws - June 16 1986
    - iii. Heron Shores – Original Articles - June 3, 1985
    - iv. Heron Lakes – Original Articles – March 14,1984
    - v. Village Run – Original Articles – Nov. 13, 1987
    - vi. Meadow Run – Original By-Laws – March 14, 1984
2. If so, does "**Property**" as defined in Article I (Fee simple title to certain real Property and Improvements) – of necessity include any portion of the Property which a subsequently formed HOA was formed to administer a Declaration of Covenants & Restrictions.

**Section 2.3** defines a homeowner's association as a non-profit corporation, other than the master Association, which has been formed to administer a declaration of Covenants and Restrictions, affecting any portion of the **Property**.

## Article III Common Areas

**Section 3.1 – Definition of Common Areas** shall include any Property owned by the Master Association for the benefit, use and enjoyment of the Master Association.

-The common areas shall include clubhouse, recreational areas, parking areas, pool facilities, tennis courts, shuffleboard courts, ponds, entrance ways, and **\*\*\*any other areas set aside for the benefit of all members.**

### **Section 3.2 – Ownership, Use & Maintenance of Common Areas**

-The Association shall retain ownership of the Common Areas for the use and benefit of the Members...

**\*\*\*a)** In the event that lakes, ponds and/or drainage control devices on the Property that are part of Common Areas impact more than one of the HOA's...the Master Association shall have the right to control the maintenance of same.

**\*\*\***The Master Association shall have the right to control the maintenance of all lakes, ponds and/or drainage control devices that are part of the Common Areas not being maintained by an HOA...

**\*\*\*No discharge of any material, other than natural surface drainage** in accordance with the Master Association's drainage design and plans may be made into any lake, pond or other water body in the Common Areas.

### **KEY POINTS:**

(1) – Master Association has the right to maintain control of lakes, ponds and/or drainage control devices, on the **Property** that impact more than one of the HOA's.

*\*- Easiest example pond #4 which is jointly owned by Meadow Run and Heron Shores.*

*\*- Pond #3 which is owned by Willow Springs flows into pond #4 and impacts both the water quality of Pond #4 and pond #6.*

(2)-- Master Association has the right to control the maintenance of all lakes, ponds and/or drainage control devices that are part of the Common Areas when such are not being maintained by an HOA.

**QUERY** – Does this provision refer to a lake, pond, etc. on the property of EVMA or is it broad enough to encompass a pond on the property of an HOA which that individual HOA is not maintaining.

- Believe it applies to pond on Property of individual HOA not only to the extent it is not being maintained but also to the extent it is not being property maintained by implementation and/or enforcement of a No Mow Zone or fertilizer free zone for all or part of the year.
- Analogous to EVMA maintaining over all Architectural control voer individual HOA's on matters including landscaping.

(3) Prohibition of any discharge of any material, other than natural surface drainage, in accordance with the Master Association's drainage design and plans may be made into any lake, pond would apply to all Member HOA's and any homeowner should EVMA implement a No Mow Zone and Fertilizer Free Zone Policy.

### **1992 EVMA Resolution**

(documentation attached)

**Resolution states:** The lakes with East Village are owned by the individual homeowner associations. However, because of their interconnection and common use of the bike path by members of All HOA's, management of the lakes has been undertaken by the EVMA.

#### **KEY POINT:**

Management of the lakes implicitly entails regulating activities affecting water quality and includes everything that goes in!

- Includes prohibiting grass clippings and fertilizer.



## Article IV Association

### Section 4.4 Powers of the Master Association

The Master Association has been organized to operate, maintain, manage and improve the common areas of the East Village Community and to enforce the provisions of this instrument.

## Article VI Architectural Control

### Section 6.1 Purpose

Architectural Control will be exercised over all buildings, structures and improvements as to be placed or constructed on the **Property** for the purpose of ensuring the East Village Community is a community of high standards and aesthetic beauty. The Master Association shall have the right to control all architectural aspects of any improvement constructed on the Property, including but not limited to height, sight planning, set back requirements, open space, exterior design, color schemes, landscaping, waterscaping and aesthetic criteria, to the extent that the entire **Property** may be developed as a high quality residential community with each portion complimenting the other portions.

### KEY POINTS:

Purpose of architectural control is to ensure high standards and aesthetic beauty.

- Includes Landscaping and Waterscaping
  - \*\*\* Definition of waterscaping includes a view or site prominently involving water.*
- Maintain a high quality residential community with each portion complimenting the other portions.

### Section 6.2 Members and Owners to Obtain Approval

Each member and owner covenants and agrees that no building, fence, wall, tennis court, swimming pool, patio area, driveway, **LANDSCAPING** ..., or other structure or improvement, or ANY CHANGE OR ALTERATION THERETO other than normal maintenance and repair which does not SIGNIFICANTLY CHANGE OR ALTER the original structure or exterior condition ...shall be placed, constructed or MADE UPON THE **PROPERTY**.

- In the event that a Member Association denies approval, owners may submit the plans and specifications to the Master Association which shall make a final decision which shall be binding on the owners and master association.

**KEY POINTS:**

- (1) Neither HOA's or individual homeowners may make alterations to the landscaping that significantly alters or changes the quality of the pond water.
  - i. i.e.g. – permitting substances other than surface water to run-off (enter) into any pond.
  - ii. Hypothetical: If an individual homeowner in Heron Shores petitioned his/her HOA to implement a NO MOW ZONE or NO FERTILIZER ZONE policy and was denied by the HOA, the homeowner could appeal to the EVMA on the basis that existing policy is having a significant impact of water quality of the ponds.

**Section 6.8 Compliance**

Any member and/or Lot or Unit Owner shall be responsible for any contractor, subcontractor, agent, employee or other invitee who fails to comply with the terms and provisions of this Article.

**KEY POINT:**

Gives the EVMA jurisdiction over individual homeowners who directly or through their contractors, etc., are affecting the water quality of the ponds through their landscaping practices or permitting substances other than surface water enter the ponds.

**ARTICLE VII Use Restrictions & Maintenance**

**Section 7.8 Nuisances & Hazards**

No nuisances shall be allowed upon the **Property**, nor any use or practice which is an unreasonable source of annoyance to other owners or which interferes with the peaceful possession and proper use of residents of the **Property**. No improper, offensive or unlawful use shall be made of the **Property**, and all laws, zoning ordinances and regulations of all controlling governmental bodies shall be observed.

**KEY POINT:**

- Private rather than a public nuisance.

### **Section 7.9 Lakes and Canals**

The use of any lake within the **Property** shall be subject to all rules, regulations and restrictions adopted by the Board concerning same. NO swimming or boating is allowed on any such lake unless and except as expressly permitted pursuant to any such rules regulations and restrictions adopted by the Board.

### **KEY POINT:**

Have to argue "USE" includes as a depository for grass clippings and fertilizer run-off.

- Point is buttressed by the next section limiting fertilization to that permitted by Sarasota County and all other governmental bodies governing the **Property**.

### **Section 7.12 Landscaping**

Fertilization of a Lot shall be performed as permitted by Sarasota County and all other governmental bodies governing the **Property**.