

NOTICE
BOARD OF DIRECTORS ZOOM MEETING
EAST VILLAGE MASTER ASSOCIATION, INC.
THURSDAY, NOVEMBER 11, 2021
AT THE EAST VILLAGE CARDROOM
10:00 A. M.

AGENDA

1. Calling of the Roll/ Establish Quorum.
2. Proof of Notice of Meeting.
3. Reading and Approval of Minutes of October 14, 2021.
4. Resignations and Appointments.
5. Owners Comments, Announcements and Correspondence.
6. Reports of Officers and Committees:
 - a. President's Report.
 - b. Treasurer's Report.
 - c. Legal/Compliance Report.
 - d. Grounds/Lakes/ Community Development Report.
 - e. Facilities.
 - f. Security Report.
 - g. Web Report.
7. Unfinished Business.
 - a. Reopening of the Common Facilities Update.
 - b. Replace Air Conditioning in the Cardroom.
 - c. Irrigation System Replacement/split with Heron Lakes.
8. New Business:
 - a. Approval of the 2022 Budget.
 - b. Association Updates.
9. For the Good of the Order.
10. Next Meeting Date: December 9, 2021.
11. Adjournment.

**MINUTES OF THE ZOOM MEETING
BOARD OF DIRECTORS
EAST VILLAGE MASTER ASSOCIATION, INC.
THURSDAY, NOVEMBER 11, 2021
10:00 A. M.**

Present: Doug Abde, President, Joe Foster, (Via Zoom), Vice President, John Reisinger, Treasurer, David Gibson, Director, Larry Vachon, Maintenance Director, and Jim Kraut for Management. Absent: Gary Beck, Secretary, Gerri Fiorella and Sandra Schoenlien, Directors.

The meeting was called to order by the President, Doug Abde, at 10:03 A. M. in the EVMA cardroom, 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 October 14, 2021, were approved, as presented.

Resignations and Appointments: None.

Gary Beck joined the meeting.

Communications and Announcements: None.

Reports of Officers and Committees:

- a. President's Report - Doug Abde: Deferred.
- b. Treasurer's Report – John Reisinger: 1). Reviewed the October report and stated that the Association is very close to budget at about \$500 under budget. 2). There are \$165,000 in the reserves. 3). The proposed 2022 budget appears to address all of our needs.
- c. Legal/Compliance: No report.
- d. Grounds/Lakes/Community Development Report: Grounds: The landscaping in the center island needs to be redone. Lakes: 1). The new Lake Committee had their first meeting yesterday and David Gibson was in attendance. He stated that the Association has a water pollution issue. Information that was distributed is attached to these original minutes. The Board needs to communicate with the owners and investigate ways to resolve the pollution issue. It is important for owners to understand that what goes into the lakes is then spread over the lawns by the irrigation systems. A new bulletin board will be installed that will be used for committee information. Community Development: The County has completed the clearing of invasive plants along the bicycle path.
- e. Facilities: Larry Vachon reported that 1). A new irrigation pump has been installed and the irrigation system is now back online. 2). Lighting fixtures are being replaced with LED units as they go bad.
- f. Security Report: No report.
- g. Web Report: Former Board member Dave Hill has agreed to help the President update the website.

UNFINISHED BUSINESS.

- a. Reopening of the Common Facilities Update: Everything will remain the same with the clubhouse maximum occupancy back to the Fire Department allowance of 86.
2). Sanitation practices and the third-party cleaning charge remain in place.
- b. Replace Air Conditioning in the Cardroom: The new air conditioning system has been installed in the cardroom, library and office and is working well.
- c. Irrigation System Replacement Split with Heron Lakes: Covered.

NEW BUSINESS.

- a. Approval of the Proposed 2022 Budget: MOTION was made by John Reisinger and seconded by Joe Foster to approve the proposed 2022 budget with the one dollar per month increase, as submitted.

MOTION PASSED.

(For: Abde, Foster, Reisinger. Against: Gibson).

Dave Gibson reported that the entire Board of Directors for Quail Lake is against the increase.

- b. Association Updates: None.

For the Good of the Order: 1). The facilities bookings are for 3 - month periods. 2). We are getting bids for the repainting of the pickleball courts and the repair and painting of the pickleball/tennis court fence. 3). We are looking for a decorating committee to decorate the facility for the holidays. Gerri Fiorella volunteered to help. 4). The air conditioning in the workout room was not holding temperature and was repaired. We will monitor to see if additional repairs or replacement are needed.

MOTION was made by John Reisinger and seconded by David Gibson that the meeting be adjourned.

MOTION PASSED.

The meeting was adjourned 10:48 A. M. The next meeting will be held on Thursday, January 13, 2022, at 10:00 A. M., in the cardroom and via Zoom. If needed, an emergency meeting can be called in December.

Respectfully submitted,



James S. Kraut,
For the Secretary



Florida LAKEWATCH



**EAST VILLAGE MASTER ASSOCIATION
PRESENTATION**

***EVMA Lake Committee hosts
Daniel Willis, Research Coordinator
For the
UF IFAS Florida LAKEWATCH Program***

Please join the EVMA Lake Committee and welcome LAKEWATCH Coordinator Daniel Willis **on Thursday, January 27, 2022, at the East Village Clubhouse, 6:00 p.m.**

Dan's forte' is water quality and data of such. He will be explaining the two year study on East Village Lakes done by LAKEWATCH and the University of Florida.

This will be an important meeting and we hope all residents interested will join us. The lakes add great aesthetic and value to all owners of the East Village Community.



Daniel Willis is a Research Coordinator II for Florida LAKEWATCH. Dan trains and coordinates with volunteers to collect water quality data for Florida's waterbodies. He helps compile the data and disseminate the information back to the volunteers and the general public. Dan has been with the Florida LAKEWATCH program in some capacity since 1991.

Dan was born in Florida and grew up in Okeechobee, Florida. He received his Bachelor of Science degree in Forest Resources and Conservation from the University of Florida and received his Master of Science degree from the University of Florida's Fisheries and Aquatic Sciences program.

You can contact Dan at: djwillis@ufl.edu or (352) 273-363.

**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**.