

GULL AIRE VILLAGE ASSOCIATION

Board of Directors

Date: Tuesday, May 23, 2017

Time: 6:30 pm

Place: GAVA Clubhouse
151-B Gull Aire Blvd.
Oldsmar, FL 34677

Ken LaMarca, President

Bob Lyttle, V.P.

Bonnie Theal, Treas.

TC Hite, Sect.

Sandy Fillipon, BOD

Frank Chicollo, BOD

Charles Freeman, BOD

Board Members Present: Bob Lyttle, TC Hite, Sandy Fillipon, Frank Chicollo, Charles Freeman.

Absent Member: Bonnie Theal

Via Phone: Ken LaMarca

Ameri-Tech Management: Janice Sofia, David Fedash

Meeting called to order by Bob Lyttle at 6:30 pm

Pledge of allegiance to the flag

Bob made motion to accept the Minutes of the April 25th meeting, Frank seconded, all approved.

RESIDENTS QUESTIONS/CONCERNS:

A concerned resident claims that GAVA is in violation of the Florida Law 306-B, regarding the rental agreement amendment that was introduced. He claims that 2/3rds must be in favor to pass. He said the votes achieved for the passing of the amendment was not in line with the Florida Law, therefore, it was not valid. He said that GAVA should check with their attorney as he wouldn't like to see GAVA get sewed.

Janice advised that the amendment was drawn up by our attorney and is not a change to the covenants, but just an amendment. We will check with our lawyers again and get an answer to this concern.

Vickie Mills thanked the board for supporting her with the issuing of the Newsletter. She also stated that any information going into the Newsletter for July / August must be given to her on the same deadline date.

Q: With the issuing of the new amendment regarding rentals, is anyone going to monitor the LLC purchases of homes in GAVA?

A: TC suggested that a master list be created showing homes that are purchased and when they were closed on. This will enable the directors to monitor any homes being bought either for residing in or for renting/leasing purposes. Also any estoppel that comes into Ameri-Tech, if it is an LLC that is written on it.

Q: Anything being done about the fence on 308 and the torn awning? According to our covenants we are allow to go in and clean it up and owner must pay for it. Also the fence on 539 Canal Way.

A: We helped clean up 308 several years ago as well as the City of Oldsmar. Believe they are in bankruptcy. 539, we have checked into that and discussed it with the city and continue to get more information regarding that fence and we are still working on that.

TREASURER REPORT: In Bonnie's absent Frank read the Treasurer Report for March & April

	<u>March</u>	<u>April</u>
BB&T Checking Acct. Bal.....	\$78,990.00.....	\$67,127.00
BB&T Money Market Acct. Bal.....	\$30,150.00.....	\$23,910.00
Cadence CD Bal. 4/20/18.....	\$54,815.00.....	\$54,815.00
Cadence CD Bal. 3/16/19.....	<u>\$80,399.00</u>	<u>\$80,399.00</u>
Total Bank Bal.	\$246,354.00.....	\$226,251.00

Delinquent Maintenance Fees.....\$25,672.00

Pre-Paid Maintenance Fees.....\$42,206.00

Frank made motion to accept Treasurer Report, seconded by TC, all in favor.

NON COMPLIANCE REPORT: Had a CC meeting this month, 2 that were required to attend. Decision; one was a hardship case and was given more time to correct. The other was 109 & 110 decision was made to fine but then rescinded. Inspection for May, 19 friendly reminders went out, 5 will go to the CC committee. Since the law has changed it is now the Boards' decision to what fines should be charged. Residents actually have 60 days to correct violations before getting fined. Also 5 demand letters went out. Question was raised, if a resident refuses to pay fees, do they lose their rights to use the amenities? Yes, but it would have to be discussed and decided at a board meeting. There is one case in GAVA now that is in the hands of the attorneys.

PRESIDENT'S REPORT: Will be discussed at a later time. There were 2 complaints regarding the feeding of wildlife in GAVA. Bob read a direct quote from our Rules & Regulations: "Feeding wildlife including fish, birds and alligators around the ponds or anywhere on common grounds in Gull Aire Village is prohibited."

There will be no more Board Meeting during the summer months unless something happens that requires a meeting, then it will be posted. There will be a meeting in a few weeks that will be posted, but legal matters and personnel matters will be discussed, so it will not be open to the public.

UNFINISHED BUSINESS: Roof materials had to be tested before they started roof. All reports came back positive. Will start soon, weather permitting. There will be no effect to any of the activities going on. Dave contact TECO who have a rebate program if a new roof is put on the clubhouse. Good possibility we could get back \$2400.

The Walkway by the pool – we received one bid so far, and expecting another in a day or two. Decision will then be made.

Pool Steps – Chuck said they are OK now and nobody has complained since then.

Trucks parked over the sidewalks – they were renters and are gone for the summer. When they return next year we will address that problem then.

TC read an e-mail from our attorneys regarding lots 109 & 110 as follows:

"First, as a reiteration, the lots cannot be "combined" but an owner can own two contiguous lots, and pay two assessments, and also get two votes on all issues as the owner of two lots.

The question has become whether the owner may be required to build two residences within one (1) year pursuant to Section 3(a) of the governing documents. They do not. Pursuant to Section 1(c) of the Declaration, and owner may own one or more contiguous lots, and same is then defined by the Declaration as a "building plot." Section 3(a) only requires one residence to be built within a year per lot OR "BUILDING PLOT." As such, the provision would not require two residences.

Also, relevant to this discussion is Section 3(c) of the Declaration which defines set back requirements. Please be advised that this section also refers to the setbacks in relation to both lots and building plots. If an owner owns two or more lots (a building plot) then the side setbacks would be the far sides of each lot, and the lot line dividing the two contiguous lots would not be applicable for purposes of setbacks in relation to the two contiguous lots. The documents are set up for and address ownership of two contiguous lots, and therefore it is permitted by the Declaration, and there is nothing the Board needs to do to address the matter other than to ensure that owner is paying the assessment for both lots, and that the owner gets two votes, one for each lot.

Should you have any additional questions, please feel free to contact me."

RENTAL COVENANT: Anyone who purchased a home prior to May 5, 2017 may rent their home at any time. If closing was on or after May 5, 2017 they cannot. Any snowbird or renter that was in the house before closing can stay until the lease is up, but when they leave, the home cannot be rented for a full year from the closing date. Therefore, a snowbird cannot return the following year and rent that same home.

Janice further explained the numbers regarding the delinquencies. For the years 2015/2016 there was \$15,468 due. In April we received legal judgements in the amount of \$4,964.18. It takes a long time to settle some delinquencies, but eventually we do get money owed GAV. Board has initiated taking over the rent of 3 units that owe GAVA a total of \$2,000.

STAGE DOOR TRACKS: Need new track on stage door. Motion was made to completely replace the stage door tracks, Frank seconded all in favor.

ADJOURNMENT: Frank made motion to adjourned, Bob seconded all in favor