

2016 Saddlebag Creek Ranches Homeowners' Association Board of Directors Meeting

Date: Wednesday, July 27, 2016

Location: Cohen Residence

Time: 7:06 PM

| | Present | Absent |
|---|---------|--------|
| Board of Directors: Dave Cohen, President/Treasurer | x | |
| Mike Dobbs, Secretary | x | |
| Jack Duich | | x |
| Ronnie Edwards | x | |
| Jerry Hall | | x |

Members Present: Sarah Cohen, Lance & Patti Couture, Dave & Lucy Cash, Gerald Mante, Dan & Karen Hornaday, Steve Appel, Rose & Allen Riggle, William Zinn, Paul Berry, Dale Simon, Lola Tomar (please inform properly spelling)

Other Attendees: Robert Meyer

Disclaimer: The meeting minutes that follow are intended to be a summary and the best recollection of statements, comments and courses of actions made by Board Of Directors, members, and other attendees present at the subject meeting. Though carefully assembled, the minutes are not an exhaustive attempt to report verbatim discussions, but are paraphrased for clarity. However, an attempt has been made to accurately report the dispositions of the event in full. If you feel an error has been recorded, please report the discrepancy to the SCRHOA Secretary, Mike Dobbs (email: mike.dobbs@apelectric.com) so the concern can be evaluated and appropriately restated. If no discrepancies are reported within 30 days of the posted date, the recorded minutes shall be deemed an accurate summary of the meeting.

Minutes of Meeting:

1.

Dave Cohen opened the meeting with the Lot#47 outbuilding issues. He mentioned that all members should have received his letter informing us of past Board issues related to the Lot#47 outbuilding, and the current Board's decisions for reconciliation of the matter, as well as the proper steps for submitting proposals for alterations to property/lots. Dave invited all members to share their concerns for all matters at any HOA Board meeting, or via letter, in lieu of hiring legal firms to communicate for them as this approach comes accross as very threatening. He shared a concern that our long-standing neighborly posture toward each other should be preserved, and the best way to do that would be to first bring their issues to the Board. Dave noted that the Board has and will continue to always take an unbiased approach to all matters of our membership. He stated that the 2016 Board's rulings have been collective of participating Board members, and that we have carefully considered the language, purpose and intent of the by-laws to draw a conclusion to the matter. Comments were heard from multiple attendees of their dissatisfaction of the solution to the matter. Rose Riggle informed the group that she initiated the letter by the attorney to be sent to Lot#47 and the Board. She noted that approximately 11 lot owners were in favor of an alternate resolution, i.e. removal of the

outbuilding from the lot. Hence, the attorney was commissioned. Dave asked Mike Dobbs to provide a summary of how the Board arrived at its current decision.

2.

Mike Dobbs gave the following summary:

During the 4th quarter of 2015, Lot#47 placed a call to the SCRHOA President with their desire for an outbuilding on their lot. The lot owners were informed by the President that they must obtain Board approval for the improvement. A brochure of a State Of Florida Certified, pre-manufactured outbuilding depicting the size, type, and style was submitted to the Board for review. Several board members evaluated the brochure and noted that plans should be submitted for official review. And no official authorization was given by Board members. Following this review, the 2015 HOA President and the lot owners both acknowledge a telephone conversation regarding the outbuilding, but each party recalled opposing conclusions of the discussion. The lot owners mentioned that they had two separate discussions with the 2015 HOA President because they did not want to invest \$12,000 in the outbuilding unless it was going to be allowable. The 2015 HOA President stated that he told the lot owner to submit official plans for official approval prior to proceeding. The lot owner stated they were told by the 2015 HOA President that he reviewed the submission and saw no issues, thereby giving them an implied approval over the phone. They in turn purchased the pre-manufactured building and placed it on their lot. A number of concerned lot owners began to complain about the outbuilding's presence in February/March 2016. This prompted the 2016 HOA Board Of Directors to remedy the situation. Both parties were invited to the April 21, 2016 HOA meeting where the situation was discussed further. Both parties reiterated the same information as it previously mentioned. The 2015 HOA President ended the discussion stating they had an obvious miscommunication over the matter. The 2016 Board Of Directors agreed and decided to review all of the pertinent data to render a final decision regarding the outbuilding. The lot owners told the Board that they were willing to modify the structure to meet the criteria of a "non-temporary" classification if that would help remedy the situation. The Board sincerely took this offering under consideration when making a final decision, as it would do for any lot owner who requests the assistance of the Board. Since there appeared to be missteps by both the 2015 Board as well as the lot owner, the current Board relied upon the deed restrictions to make a final decision. There were three specific paragraphs of concern. One found in the Fourth Amendment To The Amended And Restated Declarations Of Covenants, Conditions, Restrictions And Easements dated May 13, 1997, Article X, Paragraph 10.3 Outbuildings And Garages. The other two found in the April 5, 2002 Declaration Of Restrictions And Easements, Paragraphs 4 and 5. Article X, Paragraph 10.3 states:

"All garages must be a size capable of enclosing two (2) full-sized automobiles and either be attached to and form an integral part of the main residential dwelling structure, or be a semi-detached outbuilding. There shall be no more than two outbuildings located upon each Lot. All such outbuildings shall conform architecturally and structurally to the main residential dwelling, which conformance shall be deemed to include the same or substantially consistent architectural style and the use of identical or substantially similar exterior materials and roof design. The ARC shall determine in each instance whether outbuildings have sufficient ***physical***

connection to the main structure so as to comply herewith."

Paragraph 4 of the Declaration Of Restrictions And Easements states:

"All structures shall be constructed of new materials and shall be stained, painted or properly treated so as not to discolor, deteriorate, or become unsightly and shall harmonize with existing structures in the area . Stables, barns and other unattached buildings permitted under these restrictions shall be constructed of new materials which shall harmonize with the primary single family residence . Construction of all primary residences shall be completed within one year of commencement."

Paragraph 5 of the Declaration Of Restrictions And Easements states:

"No structure shall be moved onto any parcel of land. No temporary or permanent dwellings, including but not limited to, trailers, modular, manufactured, or mobile homes and storage facilities shall be brought upon any parcel of land except contractor's trailers, with sanitary facilities to be used during the reasonable period of construction of a dwelling."

In its evaluation, the 2016 HOA Board noted the italicized, boldface, underlined words within 10.3, "physical connection ". In the instance for the outbuilding on Lot#47, it was determined that this outbuilding has no physical connection with the dwelling on the property and therefore is **not required** to conform architecturally and structurally to the main residential dwelling for the same or substantially consistent architectural style and the use of identical or substantially similar exterior materials and roof design.

As for Paragraphs 4 and 5 of the Declaration Of Restrictions And Easements, the outbuilding was indeed a manufactured storage building brought upon the lot for the purpose of permanently residing on the property despite being constructed of new materials, painted and treated. This was a clear violation of the covenant, however, multiple arguments arose with the temporary or permanent nature of the outbuilding, the legal definition and classification for a State Certified manufactured building, and the general semantics of the article in general if alterations were made to the building deeming it a permanent structure.

First, the Board agreed that there are a variety of styles of homes and outbuildings throughout the community, and that the aesthetics of this structure should not be a deciding factor for rejection. Second, the Board agreed that any skilled tradesman could replicate the exact building on the lot and the fact that the building was not "built" directly on site was in fact a matter of semantics, and should not be rejected on this basis. Third, the building was State Certified and did not require a local/County permit to be placed on the property, thus one was not applied for. But, with the request from the owner to modify the structure to make it a permitted, permanent structure, the legal definition and classification of a modular or manufactured building would thereby be null and void, and subject to Florida Building Code regulations for structurally securing the building in a permanent fashion as required by Manatee County. With all of this data, the 2016 HOA Board rendered a decision on the matter to allow the outbuilding with stipulations. A copy of the authorization letter with stipulations is attached. In short, the authorization letter stipulated the following:

- 1) Change the roofing material on the outbuilding from a metal roof to a shingled roof to match your residence.

2) The outbuilding shall be a permanent structure. The structure shall be “permanently” anchored and affixed to earth through code compliant methods as prescribed by the Florida Building Code. The structure cannot be simply placed on the lot and be misconstrued as a temporary or modular building.

Further, the Board of Directors suggests and encourages the additional following modifications:

3) Paint all other elements of the outbuilding to match your house so as to remain in harmony with lot’s primary residence.

4) Modify the geometry of the roof structure from a gambrel roof to a gable or hip roof to better match the primary residence’s roof geometry.

The lot owners immediately began modifying the outbuilding and agreed to alter the building inclusive of the additional recommendations from the Board. However, in haste, the lot owners began the structural changes in advance of receiving a building permit, and Manatee County halted the project until final review and approval of their engineered drawings. The project remains halted pending the receipt of a building permit, however, the lot owners have authorization to proceed with stipulations. Since then, the Board Of Directors and the lot owners received a threatening letter from Rahdert, Steele, Reynolds & Driscoll, P.L. Attorneys At Law notifying the recipients of improper measures taken to remedy this situation. Now, the HOA Board of Directors await a review and legal advice from our insurance attorney.

3. Dave Cohen informed everyone that two attorneys are being consulted. One is for HOA matters, the other attorney is through our insurance carrier and is for the outbuilding situation on Lot#47. The insurance attorney is currently reviewing the HOA deed restrictions and will advise on the next course of action with the outbuilding matter.
4. Sarah Cohen has completed the restoration of the Saddlebag Creek Ranches signage. Dave Cohen requested volunteers to help reinstall the signs at the front of the neighborhood.
5. Dave Cohen informed the group of a correction to item #10 of the June 20, 2016 meeting minutes regarding expenses for sod and fill dirt. The total expense was \$2,100.00.
6.
A question was asked about the requirement for "board fencing" facing road frontage. Ronnie Edwards answered that all fencing along the road frontage shall be 3 or 4 board style fencing.
7.
A question was raised about the driveway installed on Lot#A directly connected to SR70. Dave Cohen pointed out that the Board did not forward a notice of violation for this issue.
8. Karen Hornaday noted that Manatee County halted construction modifications to their outbuilding, thus they have begun the process of hiring a structural engineer to prepare drawings to acquire a building permit. She requested another 60-day extension to comply with County regulations and to complete the modifications.
9. A motion was made by Dave Cohen and seconded by Ronnie Edwards to allow the 60-day extension request.
10. Steve Appel informed the attendees that he received drawings depicting the invert elevations of the drainage swales. Dave Cohen noted that we have consulted with SWFMD for returning the drainage swales to their original approved elevations in order to maintain proper drainage. He noted SWFMD took no exceptions to our inquiry.
11. Dave Cohen stated that Board meetings will be held on the third Thursday of each month. It was suggested that a small sign informing lot owners of the time and place be posted at the front of the neighborhood the week of the meeting as a reminder. The Board agreed.
12. Dave Cohen received correspondence from Tim Strausbaugh (see attached letter), and read it

aloud for the purposes of discussion. The issues had already been discussed and no further discussion ensued.

13. Dave Cohen informed the group of a request from Lot#44 to build a pool. Dave noted that a rough sketch was submitted to the Board, and that the Board gave a preliminary authorization to proceed pending further information of actual construction elements and details of an exposed rear facing elevation due to the slope of the property. The permit documents were requested so the Board could evaluate this and other elements such as fencing. An actual "approval" was not rendered by the Board, however the construction of the pool has been completed. The final construction of the pool was an above-ground pool. Discussion is being tabled pending further review of the deed restrictions.
14. An attendee raised the issue of a satellite dish erected on a mast at the front of the property of Lot#44. A motion was made by Ronnie Edwards and seconded by Mike Dobbs to issue a notice of violation to Lot#44 to have the mast and satellite dish removed/relocated to comply with Article X Use Restrictions, 10.13 Antennas, Masts & Poles that can be found in the Fourth Ammendment To The Amended And Restated Declarations Of Covenants, Conditions, Restrictions And Easements dated May 13, 1997.
15. Dave Cohen made a comment that additional enforcement criteria is necessary to mandate compliance from violators, and will seek advice from the HOA attorney.
16. Dave Cohen mentioned that there were three lots still remaining to pay 2016 HOA dues. He suggested another letter be sent to these lot owners. He also suggested filing liens on these unpaid lots by August 31, 2016.
17. The subjet of captial improvement expenditures were raised by Allen Riggle, noting that there was a threshold on HOA Board spending (without membership approval) made many years ago when he was a member of the Finance Committee. Allen thought it was established at \$1,000.00. Dave Cohen noted that expenditures are reviewed and approved by two non-Board members (Jim Ashby and Dave Cash) prior to paying any invoice. This review and evaluation of each expense is done with a "checks and balances" purpose to ensure that the Board is appropriately spending money it is authorized to spend. Discussion ensued amongst the attendees that the limit of \$1,000.00 was set too low for certain maintenance expenses, and that it should be increased to allow for more normalized values of present day expenses.
18. A motion was made by Lance Couture and seconded by Steve Appel, and approved to allow the HOA Board to spend up to \$5,000.00 without membership approval.
19. Allen Riggle inquired when the lawn care contract would expire. Dave Cohen replied that he would have to verify, but thought it would expire in March or April 2017.
20. The meeting was adjourned at 9:30 pm.

