

Second Quarter Meeting Minutes for Thursday, June 13, 2013 at 7 PM

The meeting was called to order at 7:12 pm.

Board members present:

- Robert (Bob) Rainsberger – President
- Nruti Brown – by conference call
- James McPeak – Member At Large

Board Members Absent:

- Gus Gil – Secretary
- David Hay – Member At Large (absent)

Condo owners present:

Sign in Sheet on file in the COA Office

Staff present:

Tonia Bascom and Arlene Aybar

The minutes from the first quarter meeting were read by J. McPeak, Member at Large, were approved as read.

Treasurer’s Report: Bob reviewed the Treasure’s Report, and it was approved by the Board.

TJ Joyner with Parking Lot Services was asked to survey our asphalt. TJ stated that the asphalt is in need of repair and that some areas are worse than other areas. By repair, he means cutting out the bad areas and re-pave. TJ shared that we have over 1,552 square feet of asphalt that needs repair and/to replacement. Below is the breakdown of cost:

OPTION I

ASPHALT REPAIR

- 1) Saw cut or mill 18 areas.
- 2) Remove existing asphalt and haul from site.
- 3) Check and compact existing base materials.
- 4) Clean and apply tack coat to saw cut areas for proper bonding.
- 5) Furnish and install 1.5” to 2” of Type S-III to areas totaling approximately 1,552 square feet.
- 6) Compact with vibratory roller.

ASPHALT REPAIR TOTAL INVESTMENT \$3,002.00

SEALCOAT YOUR ASPHALT

Sealing the lot is recommended to make asphalt pavement last longer by protecting it from damage caused by ever-present elements to which they are susceptible, e.g. (1) gasoline and oil, (2) sun and oxidation, (3) water. It also provides an easy-to-clean surface that has a long-lasting, attractive and new appearance. Our pavement sealers cover the asphalt with a jet-black coating of asphalt emulsion that seals the pores in the asphalt surface. As it dries, the sealer hardens to

form a tough protective "skin" that keeps your asphalt surface looking clean, new and resistant to deterioration from the ever-present damaging elements.

**Quality material will not guarantee a successful application without the proper surface preparation.

1. The entire area will be cleaned with a high- pressure air system prior to application.
 2. Oil and grease stains will be treated with a specialized oil spot primer.
- We apply the seal with specialized state-of-the-art equipment. This equipment forces the sealer into the surface pores assuring uniform coverage rates and increased product performance.

**SPECIALTY SEALCOATING SYSTEM
 POLYMER MODIFIED ASPHALT EMULSION SYSTEM
 (144,710 SQUARE FEET / 16,079 SQUARE YARDS)
 WARRANTY – 12 MONTHS**

Asphalt emulsion is an environmentally friendly product which contains low VOC's, emits no obvious odor or fume, contains no solvents, asbestos, lead, or mercury and is non-flammable. This polymer modified asphalt emulsion is applied in a 2-coat application using 4 lbs. of sand per gallon, per coat. Asphalt emulsion maintains its rich black appearance and can be applied to new pavements sooner for maximum protection.

SEALCOATING TOTAL INVESTMENT
\$11,695.00

RE-STRIPING

We will re-strip the parking areas using our power equipment and the best Federal Specifications paint available. Our power equipment assures a 30-50% better flow rate of paint. This will ensure a longer lasting job. The price includes:

IN WHITE

- 2,264 Feet of Curbing**
- 360 Parking Stalls**
- 8 Stop Bars**
- 235 Feet of Zone**

IN YELLOW

- 18 "RESERVED" Stencils**
- 14 Speed Bumps**

IN BLACK

- 18 THREE Digit Number 4" Stencils**

IN BLUE AND WHITE

- 7 Disabled Parking Stalls**

RE-STRIPING TOTAL INVESTMENT

\$2,990.00

CURB REMOVAL AND INSTALLATION

- 1) Remove approximately 90 linear feet of curb.
- 2) Install approximately 90 linear feet of concrete curbing.

CURB TOTAL INVESTMENT
\$1,316.00

OPTION I TOTAL INVESTMENT
\$19,000.00

OPTION II

Asphalt Overlay 1”
(144,710 SQUARE FEET / 16,079 SQUARE YARDS)

- 1) Secure job site.
- 2) Saw cut damaged areas, approximately 1,552 square feet and remove from site.
- 3) Edge mill all butt joints for a smooth transition.
- 4) Check and compact base as needed.
- 5) Remove wheel stops to on-site designated area.
- 6) Trim back grass from edge of pavement.
- 7) Apply sterilant to vegetation.
- 8) Power blow and sweep area.
- 9) Remove excess dirt, gravel, and grass.
- 10) Apply asphalt emulsion tack coat with spray distributor to assure proper bonding.
- 11) Pre-base all low or rough areas with asphalt.
- 12) Furnish and install 1" Type S-III asphalt to area approximately 144,710 square feet, field measured.
- 13) Compact to a smooth finish using our vibratory rollers and 9-wheel rubber tire rollers.
- 14) Apply sand to new asphalt to help prevent power steering tears.
- 15) Re-pin existing wheel stops with re-bar pins.
- 16) Re-paint all existing paint work.
- 17) Clean up job site.

OPTION II TOTAL INVESTMENT
\$93,675.00

TJ was questioned by several owners then thanked by the R. Rainsberger, President, for his time.

Satellite Dishes were discussed and Attorney Scott Owens suggested the Association send another letter stating that we will remove all satellite dishes in 30 days for anyone that has not complied.

The Board of Directors discussed several of the new laws recently passed in the Florida House

and what it means to the Condo Association:

The Florida House voted 92-25 in favor of a bill sponsored by Senator Kelli Stargel (R-Lakeland) which will make it easier to evict tenants. The Florida Senate approved [HB 77](#) last week and it is now heading to Governor Scott.

This legislation is significant for associations who rent properties to which they have taken title via foreclosure, as well as those dealing with properties rented by association members who contain nuisance tenants. It is important that associations who rent the property work closely with their association's attorney to ensure that the lease agreement and the Association's actions comply with Florida law.

[HB 77](#) allows a landlord to evict tenants who pay partial rent and fail to turn over the full amount owed. The bill also allows a landlord to evict a tenant if he/she violates the rules twice in one year. Those rules can include parking in the wrong spot or having an unauthorized pet. Some of the bill's highlights include:

- The right to attorney's fees may not be waived in a lease agreement.
- The landlord must give written notice in the lease agreement or within 30 days after receipt of advance rent or a security deposit, give written notice to the tenant of the name and address of the depository where the advance rent or security deposit is being held. This notice must also state if the tenant is entitled to interest on the deposit. The landlord is not required to give new or additional notice if the named depository merges with another financial institution, its ownership structure changes, or it changes its name.
- There is new statutory disclosure language which must be contained in the lease. This new disclosure language is only required for leases entered into after January 1, 2014.
- The landlord or its agent may disburse advance rents from the deposit account to the landlord's benefit when the advance rental period commences and without notice to the tenant.
- The failure of a tenant to make a timely objection does not waive any rights of the tenant to seek damages in a separate action.
- A landlord must, at the beginning of the tenancy, ensure that screens are in a reasonable condition and thereafter, must repair damage to screens annually or when necessary until the termination of the agreement.
- A landlord does not waive the right to terminate the rental agreement or to bring a civil action for noncompliance by accepting partial rent.
- A landlord must be given an opportunity to cure a deficiency in a notice or in a pleading before dismissal of the action.
- Saturdays, Sundays and legal holidays do not stay the 24-hour notice period within which

the sheriff must put the landlord in possession of the premises after entry of a judgment in favor of the landlord.

- A landlord may not retaliate against a tenant who has "paid rent to a condominium, cooperative or homeowners' association in order to pay the landlord's obligation to the association.
- If a tenant's noncompliance of the rules occurs twice within 12 months after notice, an eviction action may commence without delivering a subsequent notice.

The Board discussed options to replace the fence between The Hamptons and Eldorado Apartments:

- Replace with a concrete wall or
- Replace with vinyl fencing or wooden privacy fence

J. Cottle, (owner), suggested adding security cameras along the perimeter which would allow us to determine who causes damage to the fence. R. Rainsberger, President, suggested we ask ValleyCrest to give us a quote for installing bougainvillea along the fence line.

Pet Deposit was discussed by the board and owners.

N. Brown, Vice President, suggested organizing a fees committee tasked to determine fines that would be realistic. The owner(s) would be billed for their tenant's non-compliance and it would be their responsibility to pay these fines. The following owners have agreed to participate in this committee:

J. McPeak
B. Torkeson
C. Ramoa
N. Brown
J. Cottle

J Campbell with Mac-Gray Corp suggested the Condo Association reduce the number of washers and dryers to eight. R. Rainsberger made a recommendation to reduce the number of machines and extend the contract for three more years. It was properly moved and seconded.

Rainberger discussed the condition of the gutters and shared that some have caused erosion. He shared that we received two quotes to replace the gutters and building one is propriety.

It was discussed that although a reserve account is necessary and is required by law, we are currently under funded. It was stated that although properties are selling we're still having to write off a major portion of dues owed to the COA. It was said that if we don't properly fund the reserve account, we may need to consider a special assessment. It was suggested that we contact the owners who fail to pay their COA dues have their renters pay their rent directly to the COA Office.

Letters were to the affected owners and their tenants that effective, July 1, 2013, they are to pay

their rent to The Hamptons Condo Association. This rent would be credited toward their past due COA Dues.

Open form comments:

J. Cottle, 7-756, made the suggestion the COA consider purchasing trash cans to be placed throughout the property to help reduce/prevent littering. He also suggested that buildings that don't have shutters have them installed/replaced. It was stated that all shutters will be removed, cleaned and painted and that the building that don't have shutters will be installed/replaced.

B. Torkeson, 5-215, stated that she has a wet spot on her ceiling. Myers Roofing has been called to make the repair.

C. Ramoa, 6-226, stated that a tree had fallen on her fence and has not been removed. She also stated that there is mold in the bathroom and it's believed to be coming from the unit next door. The maintenance staff checked and water next door is off.

The meeting was adjourned at 8:29 PM.