

WLTH HOA MAY BOARD MEETING May 26, 2021

Minutes

Agenda Items:

- Homeowners insurance and multiple unit damage
- South End TLC
- Sprinklers
- Pool (Attorney input, how to proceed in respect to the Condo's attorney letter)
- Cancellation of summer meetings
- Old Business
- New Business

Minutes:

- Discussion was held in reference to a possible future incident that affected the exterior of several units within one building, i.e. hurricane roof damage/fire damage. If one of the homeowners does not have a mortgage, is on a fixed income and does not carry an individual homeowners insurance policy, the question is who is responsible for payment of damage. The insured homeowner's insurance company would pay their individual claim but who would be responsible to the adjoining unit's damage if that homeowner refuses to pay out of pocket. This is a question for our insurance companies and will be pursued
- TLC was scheduled to finish removing the palmetto stumps and haul in top soil on May 26th but did not show up. Ed will contact Buddy Bell at TLC to reschedule so we can continue the cleanup and start landscaping
- Sprinklers for the units along Countryside Blvd have been under repair for the last couple of weeks. IT has been frustration as the wiring are under tree roots and we difficult to trouble shoot the problem. It was finally temporarily repaired but the sprinkler company will come back out to re-route the wiring in PVC conduit.
- Ed talked with Jessica Knox, the attorney, in reference to the Condo's attorney letter we received in reference to a pool agreement. Jessica reviewed our documents and amendments in detail and confirmed WLTH is not contractually obligated to sign any agreement and has no legal obligation to remain using the pool and can opt out at any time by stop making monthly usage payments. She also stated we do not need to reply to the Condo Attorney's letter in reference to signing an agreement but if we choose to she recommends to wait until at least November 2021. Jessica stated she knows Dan Greenburg, the condo attorney, and is familiar with the way he writes. She indicated

Dan is actually stating that he knows we have no obligations but is stating in yellow, the opportunity to do so in a meaningful way. Please understand that the Condos are not obligated to include your Association in pool budgeting and governance matters, and retain the right pursuant to the governing documents to undertake such matters and simply remit a bill to you for payment; however, the Recreational Facility Agreement is an effort to avoid such unilateral decision-making and offer you a seat at the table. It is, in essence, a 'no lose' agreement for you, and we again urge you to reconsider your position and sign off on the agreement in order to effectuate a clear and consistent working relationship between the three associations. Please be further advised that any

Jessica also stated she has out new amendments on her desk and will pursue once the Board provides the approval to proceed

- A motion by Roger was to cancel the monthly meetings for June, July and August. Katrina seconded the motion and a vote was held and passed
- As new business Roger suggested we look into re-striping the parking spaces. Ed will get estimates

Meeting was adjourned