



## CAMBRIDGE AT ABACOA HOMEOWNERS ASSOCIATION, INC.

**Board of Directors Meeting**

**October 25, 2004**

### MINUTES

The Board of Directors of Cambridge At Abacoa Homeowners Association, Inc. met on October 25, 2004 at 7:00 PM in the community center. Directors present were Patricia Feinberg, President; Fran Sachs, Treasurer; and Mark Outlaw. Ryan Cople, Vice President, and John Armstrong, Secretary, were unable to attend. Chuck Strode represented *Bristol Management Services, Inc.* Several homeowners were also in attendance.

**Call To Order:** The meeting was called to order at 7:00 p.m. by the President, who noted that notice had properly been posted and that a quorum was present.

**Secretary's Report:** The minutes of the September meeting were briefly reviewed. A correction was noted under New Business, as follows:

*"Hurricane damage restoration efforts - Management reviewed efforts to date, damage suffered, and costs incurred in restoring the community property from the recent hurricanes and severe weather. Ms. Sachs complimented the efforts of Saunders Landscaping in particular, and the Board concurred. Mark Huffman was complimented and recognized for his assistance with FP&L during the last power outage."*

**Motion by Ms. Sachs** to accept the minutes with corrections noted above; seconded by Mr. Outlaw and **unanimously approved.**

**Treasurer's Report:** Financial statements for the month of September were briefly reviewed. Hurricane cleanup expenses to date were discussed, as were year to date grounds maintenance expenses in relation to the budget. Replacement of lost plant materials and trees was briefly discussed, however no action was taken at this time. The anticipated year-end surplus or deficit will depend on upcoming expenses through the end of the calendar year. Preparation of the 2005 operating budget is underway. **Motion by Mr. Outlaw** to accept the Treasurer's Report as presented was seconded by Ms. Feinberg and **unanimously approved.**

**Open Forum:** The floor was opened to the members present, for comments, questions and concerns.

A number of residents addressed the Board and management regarding restoration of landscaping as a result of the storm damages. Management assured the residents that efforts were underway and that all homes and common areas were being evaluated.

The Board was asked if there was any news to report from a recently-scheduled (or held) meeting of the Town Of Jupiter council, regarding the Rendina commercial development (University Commons). No information was known, but will be sought and passed on if there is anything to report.

**Manager's Report:** A written report is attached to and made a part of these minutes. In addition -

*Suggested amendment to Declaration* - Management presented a draft of a proposed amendment to the Leasing requirements; the draft has been reviewed by the Association's legal counsel as well. **Motion by Mr. Outlaw** to accept the draft of the proposed amendment to Article XIX, 2. CONVEYANCES Lease Agreement Terms, for future presentation to the membership for consideration. Motion was seconded by Ms. Feinberg and **unanimously approved.** A copy of the draft, as approved, is attached to and made a part of these minutes.

Management was authorized to have all "red" entry doors (townhome units) repainted at the earliest opportunity, with such expense being allocated from operating funds.

Management presented samples of covenant enforcement letters for the Board's review; **Motion by Mr. Outlaw** to delegate to the Manager the notification and enforcement of maintenance needs and covenant violations (as required





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by the Declaration and other governing documents), using a three-**step** written notice process. Seconded by Ms. Sachs and **unanimously approved**.

The process of assessing fines and conducting hearings for violations of the covenants and restrictions, as an enforcement action, was discussed. Ron Snayberger felt that hearings were a requirement; management reviewed the governing documents with the Board and read aloud the portions which refer to fines, hearings, and other enforcement actions. **Motion by Mr. Outlaw** that the Board effect its enforcement of the covenants and restrictions through actions at law or in equity, as provided in the Declaration, and to suspend the use of the Fines Review committee and the assessment of fines at this time. Motion was seconded by Ms. Sachs and **unanimously approved**.

Management was asked to obtain an updated contract for monthly irrigation maintenance services from Treasure Coast Irrigation.

### **Committee Reports:**

*Architectural Review* – the following requests were reviewed and decisions were rendered:

117 Rockingham – Landscaping improvements proposed – **denied**.

113 Waterford – Screen enclosure proposed – **approved**.

119 Andover – Landscaping improvements proposed – **denied**. **In addition, Owner must remove plant materials previously installed without prior review and approval**. Also, at this time, it appears a deck was installed at the front entry without prior review and approval. Management will research and respond accordingly.

*Neighborhood Watch* – Mr. Snayberger advised the Board of a recent break-in reported in the Waterford/Merrimack area; Mr. Outlaw reported news of a criminal ring in the 3county area which was taking advantage of “crimes of opportunity.” Residents were encouraged to take necessary precautions to protect themselves.

### **Unfinished Business:**

*Parking concerns on Merrimack Way* – The owner of 102 Waterford responded to the Board with written concerns and suggestions to help alleviate the reported parking problems in this area. The Board will reply to the owner, and will determine the proper ownership of the roads in question, and obtain estimates for the construction of new parking spaces, for consideration at a future meeting. In addition, “no parking zones” may be considered for those areas in which visibility and vehicle/pedestrian safety are a concern. No additional action was taken at this time.

### **New Business:**

*Hurricane cleanup* – Costs of restoration efforts will be absorbed by the Association as an unanticipated operating expense. Management will inventory down or damaged street signs and traffic control signs and contract for their repair or replacement.

*Stop sign visibility at intersections* – Concerns expressed by John Armstrong were briefly discussed. It was agreed that much of the tree-trimming work done earlier this year may have corrected some of these visibility problems. Spot checks will be done, and any areas needing attention will be addressed as soon as possible.

*Correspondence* – Management and the Board agreed that copies of incoming and outgoing correspondence will be provided to the Board for reference and review at each Board meeting.

*Landscaping maintenance* – Mulch and annuals will be installed throughout the community during the month of November. It was suggested that recycled mulch (debris from the storms which has been chipped/shredded) could be used instead of the normal cypress mulch used. This option will be researched and a determination made at a later date.

**NEXT MEETING: Monday November 15, 2004 at 7:00 p.m.**

There being no further business to come before the Board, the meeting was adjourned at 8:45 p.m.





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### DRAFT OF SUGGESTED AMENDMENT TO DECLARATION, as approved by the Board on October 25, 2004.

CAMBRIDGE AT ABACOA  
Declarations of Covenants, Conditions, and Restrictions

#### Article XIX, 2. CONVEYANCES Lease Agreement Terms

Any and all lease agreements between an Owner and a lessee of such Owner shall be in writing, ~~shall provide for a term of not less than twelve (12) months,~~ and must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration, and that any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. The lease agreement shall also state the party who will be responsible for the assessments as stated above, and it shall be the obligation of all Unit Owners to supply the Board with a copy of said written agreement prior to the lessee occupying the premises. **The practice of short-term or 'vacation' rentals is discouraged and to that end, Unit Owners will be limited to one (1) lease per twelve (12) month period, and said lease must be of a term not less than one (1) year, or twelve (12) consecutive months. Exceptions may be granted, in cases of hardship or transfer, upon review and approval of the Association's Board of Directors, in their sole discretion.** Unless provided to the contrary in a lease agreement, a Unit Owner, by leasing his Unit, automatically delegates his right of use and enjoyment of the Common Areas and facilities to his lessee; and in so doing, said Owner relinquishes said rights during the term of the lease agreement.

