

Eagle Point Homeowners Association
Board Meeting
April 07, 2011

Marie Drenthe, President, called meeting to order at 6:40 PM

Those attending were: Tom Greene, Leon Tunnell, Ashley Schwarz, Mike Fayette, Paul & Nicole Mezyk, Lowell & Marie Drenthe, Richard McFarland, Walter & Linda Chaffee, Jeff & Tammy Jarvis.

Minutes - of the November 11, 2010 were approved as read
- of January 13, 2011 annual meeting were approved as read.

New members introduced:

Details of treasurer's report attached

As of March 31, 2011 we have in the

Checking 1,917.67

MM 16,539.82

CD approximately 5,393.30

Total \$23,850.79

Financial:

No federal income tax was due this year as income from the investments was < \$100. March 15th is the due date for filing not April 15th and we didn't file until March 18th.

\$61.25 was paid to the State of Florida for filing the Association yearly report.

Association Dues:

4 lots are delinquent 2,3,11 and 17. Lot 2 is in bankruptcy and we have heard nothing further. Lot 17 owes for 2010 only as they paid 2011. They never responded to our January 5, 2011 letter. Liens are on all these lots. Linda Chaffee is working with Lot 11 owners to have past due amounts paid and the lien taken off.

Lot 20 was sold and the new owner, Daniel Doan, paid \$1363.96. We filed a satisfaction of lien and he was sent a copy.

Lot 1 and 23 were sent registered letters stating a lien would be placed if payment not received. Lot 23 said he never received an invoice and the board agreed to accept the \$250 he sent, followed with a letter reminding him it was his responsibility to inform the association of any address changes. Lot 1 sent the \$250 + \$50 late fee.

I worked with Lot 6 owners and they paid in full for a total of \$889.48.

Street lights:

The two streetlights that were not functioning properly have been repaired.

ARC:

The proposed color of Ashley Schwarz and Mike Fayette house (T-3) was approved. Six (6) foot fences were approved only for lots T 1,T2,T3 &T4

Covenants:

Linda Chaffee contacted all residents by email for input on the 4 immediate needs for proposed changes to the covenants. Certified, return receipt letters were sent out to all owners to vote on the proposed changes. Letter, proposed changes, ballot attached.

We needed 66% of returned votes with a YES to change a section.

Jeff Jarvis, Lowell Drenthe and Linda Chaffee counted the ballots on hand on April 6, 2011.

Adding the ballots received tonight the results were from the 16 ballots returned

Tallying votes..... Article VI , Section 2 Yes_ 15 _____ NO_ 1 _____ % YES _____

Article VI , Section 92 Yes_ 13 _____ NO_ 1 _____ % YES _____

Article VI , Section 1 Yes_ 13 _____ NO_ 2 _____ % YES _____

Article VI , Section 20 Yes_16_____ NO__0___ % YES_____

All proposed amendments passed.

Changes to covenants procedure stated by our lawyer, Taylor & Carls:

In January and February 2010, our lawyers gave us the procedure to amend out covenants.

The Association needs all record OWNERS to sign an instrument agreeing to an amendment. If a lot is owned by both husband and wife, you will need the signature of both husband and wife.

The association did not use the lawyers for the 2nd amendment changing the 90% to 66% and it was recommend we proceed ourselves with the four proposals before us and record the 3rd amendment to the covenants.

There are other changes the members want to make to the covenants to reflect the needs of the members. Lowell Drenthe and Paul Mezyk will continue to formulate questions for the lawyer and Marie Drenthe will contact the lawyer regarding these questions. She will wait until after the 3rd amendment to the covenants is recorded.

At this time the lawyers will only be used for clarification, interpretation of specific items and the cost to have them do the future amendment procedure. All members will have an opportunity to have input regarding any and all future changes. They will then have input as to which direction the association should advance.

Comments: Members agreed that the Arc does not need to approve shed design unless it is different from requirements stated in covenants.

It was recommended that Paul Buchanan and Tab Bish, representing Shangri-la-by the Lakes, Inc. be contacted asking for them to appoint members from our community to serve as the ARC members.

A question for the lawyer might be if the Declarant still are the Declarant once they turned over the association to us and they are now Class A members. What is the role of the Declarant or does the entity have any role at all?

Respectfully submitted,

Linda Chaffee, Secretary/Treasurer