

DIRECT LINE SUBMISSIONS

Saturday July 2, 2022

FIRST SOME HISTORY:

THOSE OF US THAT CURRENTLY HOLD OWNERSHIP OF OUR LOTS IN THE NAME OF A TRUST WERE ABRUPTLY TOLD ,UPON OUR ARRIVAL TO THE SPRING OWNER'S PUBLIC BOARD MEETING, THAT WE WOULD NOT BE ABLE TO VOTE IN YEAR 2022.

WHY????

WELL THERE IS THIS OBSCURE BY-LAW THAT SAYS THOSE THAT HOLD THERE LOTS IN TRUST MUST DESIGNATE WHO IS TO BE THE ONE TO VOTE.

WHY WASN'T THIS EVER PRESENTED TO US WHEN WE BOUGHT OUR LOTS (MINE ABOUT 5 YEARS AGO) ORIGINALLY?

WHY WAS THIS NEVER ENFORCED BEFORE IN ALL OF THOSE YEARS??

WHAT BOARD/MANAGER WAS DERELICT IN THERE FIDUCIARY DUTIES FOR NEVER PRESENTING ANY OF US EFFECTED WITH THIS OBSCURE REGULATION?

I WAS TOLD BY WARD AT THAT POINT (3 MINUTES BEFORE THE START OF THE MEETING) THAT NO ONE WAS AWARE OF THE REGULATION UNTIL A PARTICULAR BOARD MEMBER READ IT AND DECIDED TO RIGHT THIS TERRIBLE INJUSTICE.

FURTHERMORE THERE WAS NOT EVEN A FORM DESIGNED FOR THIS PURPOSE UNTIL THIS HASTILY DESIGNED FORM WE WERE ASKED TO SIGN IMMEDIATELY WAS MADE UP THAT MORNING???

OK I CAN LIVE WITH THE REMOVAL OF OUR GROUPS VOTE FROM ANYTHING AT THE MEETING WE WERE HEADED INTO IN SPITE OF THE DISRESPECTFUL TIME FRAME WE WERE PRESENTED WITH....SO WE SIGNED THE FORM.

THEN.....WE WERE TOLD THAT OUR VOTE FOR THE ENTIRE YEAR OF 2022 HAD BEEN REMOVED FROM US...DUES PAYING OWNERS THAT ARE COMPLETELY UP TO DATE WITH OUR POA FEES IN GOOD STANDING????

UPON RESEARCHING THE BY-LAWS AT A LATER DATE I NOTICED THERE IS NO MENTION THAT OUR GROUP, ONCE THE PRECARIOUS FORM IS SIGNED, NEEDS TO LOSE OUR RIGHT TO VOTE FOR THE ENTIRE 2022 YEAR....THAT'S RIGHT THE ENTIRE YEAR????

LET'S COMPARE THIS TO THOSE OWNERS WHO HAVE BEEN DERELICT IN THERE OVERDUE MONIES DUE AND ARE STILL ALLOWED TO VOTE???

IS THIS NOT SELECTED ENFORCEMENT?

IN READING THE BY-LAWS I SAW NOTHING THAT SAID THAT ONCE THIS WAS RECTIFIED, BY HAVING THE CORRECT FORM IN PLACE, THE EFFECTED GROUP WOULD STILL LOSE THERE VOTING RIGHTS FOR THE REST OF THE YEAR??

WHEN RESEARCHING THOSE BY-LAWS I DID NOTICE MANY REGULATIONS ON THOSE "PROVERBIAL BOOKS" THAT ARE NOT BEING ENFORCED OR HAVE BEEN SLACKED IN ENFORCEMENT DUE TO THE DESCRETION OF ...WHO???

HAVING RECENTLY TALKED WITH MANY OF THIS GROUP (those that hold there lot ownership in trust) I FIND NO ONE OF THEM WHO IS NOT OUTRAGED BY THIS ACTION.

SO THE QUESTION IS DIRECTLY:.....

WHY ARE WE BEING TREATED AS SECOND CLASS OWNERS TO HAVE US LOSE OUR RIGHT TO VOTE IN 2022 DUE TO AN OVERSITE BY THE PREVIOUS/ CURRENT..BOARD/MANAGER ??????????

THE HOPE OF THIS GROUP, AS DISCUSSED, IS THAT THIS DISRESPECTFUL OVERSITE WILL BE RECITIFIED BY A NEW RESPONSIBLE FOWARD THINKING BOARD.

Answer:

It is my understanding that for many years, we have not had a quorum present at the owners meetings and the same is true with this past April 9th meeting.

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I cannot speak to what was done or not done in the past but it is the board's duty to follow the guidelines. I don't know that I would classify this particular bylaw as being "obscure" because Article II, Section 2(c), paragraph one of the bylaws is clear about the required member designation related to owners who are in an LLC, Trust or some other entity. In addition, paragraph four of that section clearly states designations must be made by January 1st and if not, then the designation from the prior year remains in effect. It further states if there is no designation in effect on January 1st, then the owners of that unit are not allowed to vote. That is why if you didn't make your designation until April of this year, then you are restricted from voting for the balance of 2022. In fact, the bylaws extends it even further, stating if no annual designation was made, then no one representing said unit is allowed access to the unit, to use the common areas, to attend meetings, or to hold office!

When you bought your lot 5 years ago, I don't know why you were not provided the covenants, bylaws, etc at that time. It is the realty agent's responsibility to provide that information to a prospective buyer but regardless, it is ultimately up to each owner to make sure they are familiar with the rules. All of the guidelines are readily available on the website and just as with purchasing a sticks and bricks home or anything else, we each are responsible for our own actions or inactions.

With regard to owners who are in arrears on their POA fees, the bylaws do not restrict them from voting. We agree this doesn't seem fair and the board has already been discussing it. As to other rules not being consistently applied, this board and manager are committed to enforcing them on a consistent basis. In that regard, as we come across discrepancies, we are taking steps to correct them. We recognize it has ruffled some feathers but not doing so only exacerbates the problems going forward.

We just spent a quiet three weeks at Motorcoach Resort St. Lucie West. We noticed the gas powered blower backpacks were much quieter than the ones used at HHMR. When The Greenery's contract comes up for renewal can the board require a limitation on the decimals allowed?

Answer:

Thank you for your direct line. We are aware of the complaints pertaining to the blowers throughout the resort. We are reviewing all options to help alleviate the noise disturbance.

Monday July 4, 2022

We hear often about children being injured playing in a bouncy house. Can someone please explain why a Resort that has had it's liability insurance canceled due to the number of claims host a bouncy house? Even if the vendor had liability insurance, any child injured their parents will surely come after the deepest pockets, the Resort. I think this was a huge lapse of judgement on the management/Board or whom ever approved this activity.

Answer:

Thank you for your direct line. We wanted to ensure we were providing holiday activities for all ages. I understand your concern with the recent situation surrounding our insurance. The bouncy house was monitored and there was only approximately 3-4 children who used it, not all at one time. An adult was supervising when in use.

Tuesday July 5, 2022

I had rental guests ask me about the rule stating no e-bikes allowed in the resort; but yet they had seen them being ridden all over the resort. I am not familiar with what paperwork is given to rental guests. My response was, I believe they have to be pedal assist and the rider must not be running them on power only in the resort. I also saw a bike company delivering e-bikes to rental guests. You may want to clarify the rule/policy for owners and rental guests.

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Answer:

Thank you for your direct line. We do have a rule that relates to the E-bikes. We do allow them, but we require that they only be used as pedal assist bikes. This is difficult at times to monitor but when we see it or it is reported we address it. As for a bike company delivering into the resort, they must have followed another vehicle. We do not allow them into the resort, and have had a very good relationship with the multiple bike companies on this. If you are aware of the company please let me know, and we will address the policy with them.

In regards to owners who have not paid their HOA what is the penalty? Is there a past due fee added? If they are in the rental program is their proceeds withheld or credited to the past due amount? Is a lien put on their property?

Are efforts made to contact them by phone or just rely on electronic means?

Answer:

To answer your questions:

- There is currently no late fee assessed to unpaid balances.
- The rental income is being withheld by Island Financial but it is not being applied towards the outstanding POA balances.
- The POA has the option to put a lien on a lot for outstanding POA dues but to my knowledge, there is only one lot that the Resort has exercised that option. Given the legal cost of such action compared to the amount owed, it is in the POA's best interest to leave that option as the last resort.
- Owners are being contacted via any available contact information on file. Letter, email, text and/or phone call.

Your questions are valid and shared by the Board. The large amount of overdue POA fees was identified during the Board meeting as an area of concern and we have been working on identifying the issues and addressing the causes. On the upside, there was an encouraging update in last week's Postings from Paradise.

The Board has been looking at a variety of ways to streamline the billing and payment process as well as taking measures against habitual offenders. In addition, we are exploring alternative to credit card payment options to avoid cc processing fees.

Our goal is to finalize, communicate and implement any changes in time for the Q4 2022 billing cycle.

Please send the itemized financial report/statement for all resort spending including payroll reports from August 2021 through June 30, 2022.

Answer:

The Board will broadly address this and similar requests, with a post in the Postings from Paradise.

Wednesday July 6, 2022

I have commented on this topic in the past and thought I would provide a resource, Here is a 4 stroke gas backpack blower with competitive specs and 1/2 the db level of the current 2 stroke gas units used by work campers and the Greenery. Sale price on Amazon \$629 today, in stock. Greenery should not be allowed to charge more to upgrade to acceptable equipment that has comparable specs.

<https://www.makitatools.com/products/details/EB7660TH>

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Answer:

Thank you for your direct line. We are currently reviewing all options to reduce the noise disturbance from blowers within the resort. Thank you for the time you have taken to research and provide us with a comparable piece of equipment.