

**STONEBROOK AT GATEWAY MASTER  
HOMEOWNERS ASSOCIATION, INC.  
NOTICE OF BOARD OF DIRECTORS MEETING  
February 11, 2010 @ 7:00 PM  
Stoneybrook Community Clubhouse**

APPROVED

**Present:** Richard Nussbaum, Joe Mikulka, Brett Asbury, Sherry Bucar, Margaret Fineberg, and Gina Queen representing Alliant Property Management.

- 1) **Call To Order/ Establish a Quorum:** A quorum was established and the meeting was called to order at 7:05 pm
- 2) **Proof of Notice:** The meeting notice was posted at the clubhouse, on the bulletin board and on the door, at the guard house, on the website and on channel 95.
- 3) **Approval of the Minutes:**

**Motion:** Motion was made by Joe Mikulka to table approval of the January 14, 2010 minutes until next meeting. seconded by Richard Nussbaum. **All in favor. motion passes.**

4) **Management Report:**

Gina Queen reported that the new office staff is working well. There are more events being scheduled. The office staff is currently working on obtaining current email addresses for all owners. The Clubhouse is scheduled to be pressure cleaned.

5) **Comments and questions from owners pertaining to agenda**

Owner John Jack stated that he was informed that the Board position had already filled. Margaret Fineburg informed him that the position had not been filled. Mr. Jack asked that the Board to postpone any decision regarding filling that position.

Gordon Wolter suggested that any surplus monies be returned.

6) **Treasurers Report was given by Brett Asbury:**

i. Operating Total Assets	\$635,676
ii. Operating Liabilities	\$244,518
iii. Operating Equity	\$281,934
iv. Reserves	\$ 90,467

7) **Committee Reports:**

- a. **ARC Committee Report was given by Lynn Lewis  
Stoneybrook At Gateway**

## Architectural Review Committee Meeting Minutes

February 24, 2010

Call to Order-7:05 P.M.

Proof of Notice-Posted on door of clubhouse and bulletin board

Attendance: Laura Morrison, Arline Keleman, Suzanne Mikulka and Cheri Hilenski

Guest: Haseeb Ahmed of 9658 Blue Stone Cr.- owner requests to become a member of the Architectural Review Committee-will need approval from Margaret Fineberg.

Motion to Approve Minutes from last month's meeting: Arline. Seconded by Suzanne.

### New Business:

1. Ahmed at 9658 Blue Stone Cr. Owner requests an extension of the existing lanai with screen enclosure to 24x25 feet. No pool included. Also requests to place gutters to match existing-bronze in color.
  - a. Viewed attached plans
  - b. Vote-all in favor pending the status of current dues from Alliant.
  - c. Dues current approved 3/3/10
2. Browning at 12435 Pebble Stone Ct. Owner requests to reinstall plants that were Removed during pool construction and create a plant barrier.
  - a. Viewed attached plans.
  - b. ARC requesting more information regarding specific type of plantings and placement per HOA bylaws.
  - c. Vote- all opposed-pending further information requested.
  - d. All opposed to allowing garbage bins to be kept outside of home as HOA documents clearly state this is not allowed
3. Cox at 12323 Jewel Stone Lane. Owner requests to install a Direct TV dish to the Rear of the home. Said dish will be pole mounted to receive signal.
  - a. Viewed site plan.
  - b. Vote-all in favor as long as placement of pole is not visible from the street.
4. Hedden at 12464 Pebble Stone Ct. Owner requesting to replace a dead queen palm with a new queen palm and to replace existing live oak with a black olive tree.
  - a. Viewed attached plans.
  - b. Vote-all in favor.
5. Reis at 12312 Jewel Stone Lane. Owner requests to install a pool.
  - a. Viewed attached plans from Shamrock Pools.
  - b. Vote-motion denied as submitted per HOA bylaws, section 213.  
Homeowner wished to install a fence around the planned pool which is not allowed per HOA resolution regarding fences. The homeowner must submit plans to include a mansard type pool cage.
6. Roller at 12453 Green Stone Ct. Owner requests to place new lighting fixtures on The garage and over the front door.
  - a. Viewed picture of fixtures
  - b. Vote-all in favor.

**Announcements:** This was committee member Arline Keleman's last meeting as a member of the ARC. After serving for the last 5 years, she has decided to resign. She will be greatly missed. We welcome Chris Kielmeier (of the Villas) as her replacement. Our guest this evening, Haseeb Ahmed is also requesting to become a member of the ARC. He was told he would need approval from Margaret Fineberg and that there may not be any openings. ARC chairperson will speak to Margaret regarding this issue.

The committee members are also requesting to change the meeting day to Tuesday. We voted and all concurred that we will be meeting on the third Tuesday of the month from this day forward.

**Next Meeting:** Tuesday, March 16<sup>th</sup>, 2010 at 7:00 P.M.

**Adjourn:** 7:50 P.M.

**b. Community Affairs:**

None

**c. Compliance was given by Joe Allington**

Joe Allington reported that the committee will be writing tickets for roofs, walkways and driveways that need to be cleaned. Joe's name and email address will be placed in the Scoop so owners may contact him for compliance issues.

**d. GSCDD was given by Margaret Fineberg:**

Margret reported that parking on streets within Stoneybrook will no longer will be allowed; because of the width of our streets emergency vehicles would not be able to get through. GSCDD will be placing signs.

**8) Unfinished Business:**

**a. Appointment of New Board Member:**

There are four (4) candidates' Warren Davies, John Jacks, David Lethem and Joe Targia and one position. There was a lengthy discussion.

<p><b>MOTION:</b> Motion was made by Richard Nussbaum to appoint David Lethem, seconded by Brett Ashbury, all in favor. <b>Motion passes.</b></p>
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**b. Clubhouse Parking Lot was given by Margaret Fineberg**

Margret reported that Matt has received one estimate for restriping and is waiting on two more.

**c. Raise Fee for Capital Contribution:**

There was a brief discussion,

<p><b>MOTION:</b> Motion was made by Sherry Bucar to keep at the current rate of \$1,000.00, seconded by Brett Asbury, all in favor. <b>Motion passes.</b></p>
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**d. Scoop/Website Advertising was given by Margaret Fineberg:**

Margaret reported that currently we are charging \$30 for one month and \$75 for three months of advertising. There was a lengthy discussion regarding mailing of the Scoop.

**MOTION:** Motion was made by Richard Nussbaum to find the most economical way of mailing the Scoop which would delay the mailing of the Scoop until April, seconded by Brett Asbury, all in favor. **Motion passes.**

**e. Estates Bank Account was given by Brett Asbury**

As of 12/31/09 the Estates Money Market account had a balance of \$75,639 (current balance \$76,336.58). The Estates HOA was dissolved and merged with Master Association. \$49,590 is owed to the Master Association. This amount was returned to Estates owners who had paid the special assessments. The remaining funds (\$26,049) belong solely to the Estates. If these funds were used, they would have to be expended only for the benefit of the Estates. In addition, delinquent dues for the Estates stand at \$23,445. Brett cannot offer a suggestion that would benefit only the Estates. As such, Brett proposed:

1. The Estates Money Market account is dissolved.
2. \$49,590 be transferred to the Master account.
3. That the Master Association “buy” the Estate Debt. That the \$23,445 (or what ever the correct amount is) in delinquent dues be transferred to the Master account and identified as a separate line item. All future past due assessments due to the Estates be deposited into the Master line item account.
4. \$26,049 (remaining funds) plus the Estates Debt Balance (\$23,445) for a total of \$49,494\* be returned to current home owners who are up to date on Estates dues.

There was a lengthy discussion. This was tabled until the next meeting.

**9. New Business:**

**a. Master Association Checking Account given by Brett Asbury**

As of 12/31/09 the Master Association Bank Account had a balance of \$423,271. \$102,189.99 of this amount is resident prepay.

As such, Brett proposed:

1. We reduce this bank balance to an average 1.5 months of operational expenses, \$162,062 (from 2010 budget,  $\$1,296,500 / 12 = \$108,041$ ,  $\$108,041 \times 1.5 = \$162,062$ .) plus the \$102,189.99 prepay for a total \$264252.

An additional amount, \$80,000 shall be set aside as a potential loss provision regarding current legal issues.

An additional amount, \$18,579.48 of A/P (as of 12/31/09) will be set aside.

An additional amount, \$18,536.65 of A/P to Condo HOA (as of 12/31/09) will be set aside.

The remaining **\$41,903** be returned to current owners who are current on their dues

There was a lengthy discussion. This was tabled until the next meeting.

**b. Checking Account for Clubhouse Sherry Bucar**

There was a lengthy discussion regarding setting up an account for petty cash and other clubhouse income. It was decided that the account was appropriate for clubhouse rentals only. Gina will gather information needed to open the account.

**MOTION:** Motion was made by Sherry Bucar to approve opening of the account, seconded by Bret Asbury. All in favor, motion passes.

- c. Proposal of Legal Services was given by Sherry Bucar  
There was a lengthy discussion regarding services that D. Schutt currently provides the Master and the savings we are receiving.

**MOTION:** Motion was made by Sherry Bucar that we continue to use D. Schutt for legal matters such as he handles now and continue with Richard DeBoest as legal council for Master, seconded by Richard Nussbaum with all in favor, motion passes.

- d. Proxies for Annual: Margaret Fineburg  
There was a brief discussion regarding capability to waive Audit. Gina will confirm with John Spina as to waive or not waive.
- e. TEM vs Devcon given by Brett Asbury  
There was a brief discussion. Brett asked that Gina get the current contract, if non-exist current; ask Devcon to submit one.
- f. SR82/Gateway Blvd. Berms given by Margaret Fineberg  
There was a lengthy discussion regarding the expense of current water bills and the possibility of leasing to GSDD.
- g. Amenity Light Bulb Replacement given by Joe Mikulka  
There was a lengthy discussion regarding replacement. Joe reported that it is approx. \$167 per light installed.

**MOTION:** Motion was made by Joe Mikulka to accept proposal, seconded by Richard Nussbaum , all in favor, **motion passes.**

- h. **School Bus Stop Locations given by Gina Queen**  
There was a lengthy discussion. Gina will work with School District on possible changes. Joe Targia will patrol certain locations.
- i. Office Hours given by Gina Queen  
There was a lengthy discussion regarding office hours.

**MOTION:** Motion was made by Dave Lethem to extend office hours as proposed for a three month trial period seconded by Richard Nussbaum. All in favor, **motion passes.**

**d. Adjournment:**

**Motion:** Motion was made by Richard Nussbaum to adjourn the meeting at 10:00 pm, seconded by Joe Mikulka. **All in favor, motion passes.**

**Respectfully Submitted by**  
**Gina Queen, CAM**  
**Alliant Property Management, LLC**

## **2.21 Clothes Drying Area**

(Section 5.19 Master –Declaration)

No outdoor clothes drying area shall be allowed unless its location and design are approved in writing by the Community Association.

**ARC Note:** See Section 3.2.18, Energy Devices Based on Renewable Resources. Installation Guidance.

1. *Must be retractable and opened only from sunrise to sunset*
2. *Only umbrella types are allowed*
3. *Must be removed prior to storms*
4. *May not be visible from the street*
5. *Must be at least 10 feet from the side of the house*
6. *Must be at within 10 feet from the back of the house*
7. *Homes that have pools with lanais must be individually reviewed as to location of the clothesline.*

## **3.2.1 Basketball Standards (Moveable)**

No permanent basketball standard and backboard may be placed on any lot. Portable (moveable) basketball standard poles and backboards may be installed, only with prior written ARC approval, following these guidelines:

1. It cannot be permanently attached to the ground or any other structure.
2. It must remain portable.
3. May not be used between the hours of 10p.m. and 7a.m.
4. Must be kept in good repair and remain upright.
5. Must be removed or moved inside during extended absences from the home by the occupant (vacation, etc.).
6. Must be removed or moved inside at times of approaching tropical weather systems or when high winds are expected.
7. Must be removed from the property within 72 hours of a Tropical Storm or Hurricane.
8. Shall be placed on driveway. Not on the street or the grass. A portion of grass may be removed and replaced with concrete/brick pavers
9. No sand bags to weight it down. You must fill the base to weight it down.
10. Shall not be placed in a location or position, which is detrimental to any adjoining or adjacent property owners.

To: Comcast Management

Date

From Stoneybrook at Gateway Master Association

Dear Sirs,

This is letter is to notify Comcast that Stoneybrook at Gateway has decided not to renew the service contract dated Oct. 7, 2003. (Attachment #1) This contract was signed by Andy Sorensen for Lennar Corp. and general manager Larry Schweber for Comcast. The termination of this contract shall be as set forth in section 8 of said contract. This notification shall be deemed to meet all requirements as stated in the contract. This will be the final notice of our community's intent. If there are any questions please contact me in a timely manner.

Sincerely,

Margaret Fineberg

President

Stoneybrook at Gateway Master Association

9521Pebblebrook Blvd.

Fort Myers, Florida 33913

(239) 561-0578

Comcast Corporation Date

>

> From Stoney Brook at Gateway (SBG)

>

>

> Dear Sirs,

>

> In January 2009, the head of our committee to explore renegotiating the  
> existing Comcast Service Agreement spoke to your representative on the  
> phone and was essentially told that there was nothing that could be done.  
> In the interim, we have done some research on the issue, both from the  
> Perspective of Chapter 720 sec.309 and various responsibilities under the  
> terms of the Agreement between Comcast and Lennar that the SBG HOA has  
> inherited. We feel that these issues are material and absolutely need to  
> be discussed. An attempt was made on March 21, 2009 by Mr. Mikulka, our  
> committee chairmen, to discuss these matters with your representatives  
> that attended a "Comcast Appreciation Event" at SBG that day. He spoke to  
> several individuals including the Comcast Community Representative for  
> SBG, Roberto Lewis. He was told that a letter from the Board President  
> should be sent to him so that it could be forwarded to a Comcast  
> supervisor which would move the process forward for a meeting.

>

> A letter was sent on March 23, 2009 to Roberto Lewis from then Board  
> President Sherry Bucar. No confirmation was received that a letter was  
> forwarded or received. A subsequent phone call to Mr. Lewis initiated an  
> e-mail response that the letter had been received and forwarded  
> (4-9-2009). It stated that we would hear from Comcast soon. We have yet  
> to hear from anyone from Comcast.

>

> Section 12 (a) of the Comcast Service Agreement deals with default. It  
> essentially requires both parties to perform at a certain minimal level in  
> meeting their contractual obligations. "Performance of service" can be  
> deemed to be an entity's willingness to communicate on substantial and  
> material problems as well as 'picture quality'. Mrs. Bucar stated in her  
> letter that SBG has a list of no less than five significant issues that  
> could impact the future ability of this community to survive. You have  
> neither agreed to meet with representatives of this community or even ask  
> us for a copy of the list of the material issues that we have! You are  
> financially damaging this community without regard. That is neither 'Fair  
> or Reasonable'.

>

> We are notifying Comcast at this time that you have failed to live up to  
> the contract dated Oct. 7, 2003 by denying us our request for a meeting to

> correct these issues. Our attempt to address the problems in a face to  
> face meeting has been ignored. This "failure to perform" required  
> actions within the specified 30 days under Sec.12 (a) is a default.  
> Furthermore that the 60 day period to at least begin to commence with an  
> effort to solve said problems will be ending on May 22, 2009. At that  
> time if Comcast has not acted we intend to send our 30 day written notice  
> of termination.  
>  
> Margaret Fineberg