

**This is part 3 of
Comments and Questions for the Strand Master Board
Review of New Proposed Strand Master Governing Documents
Issued on 11-19-2021**

**Various Sections of the Proposed New Declarations
by RJ Polizzotto 12-10-2021**

A. Section 1.0 Definitions:

1. Item 1.8 "Common Areas"

Per the Proposed Documents issued in February 2021, the **sidewalks** along Strand Boulevard and Ashford Lane were part of the Strand Master responsibility as Common Areas. For the last 10 years since the land was deeded to the Master, the Master has been responsible for repairing and cleaning the Ashford Lane Sidewalks.

It is noted that per the Proposed Documents issued in March 2021 and again per these New Revised Documents issued on 11-19-21, the reference to **Ashford Lane Sidewalks** being part of the Master responsibility as Common areas has been **Deleted.**

a. Question: Does this mean that the Strand Master will NO longer maintain the Ashford Lane sidewalks even though the Strand Master owns Ashford Lane along with the sidewalks which are within the roadway ROW?

Below are the changes in Section 1.8 of the 11-19-21 New Proposed Documents shown (additions shown **red** highlight, deletions shown **blue** strikethrough for clarity) compared to those shown in the New Proposed Documents issued in February 2021:

“the sidewalks adjacent to Strand Boulevard ~~and Ashford Lane~~, open spaces, **preserve areas, lakes**, landscaped areas, front and rear ~~gate~~, **gates**, **the maintenance but not ownership of the** gate house, and perimeter walls and fences and landscaping ~~required by the Cost Sharing Agreement~~. **pursuant to relevant cost sharing agreements.**

b. Question: Why didn't the Master Board mention this major change to the members when they issued the New Proposed Documents?

c. Questions: Are Ana's Place and Turnberry Neighborhoods aware of this change?

2. Item 1.13 "Cost Sharing Agreement"

This section details only the Cost Sharing Agreement regarding Easements, Maintenance Responsibilities, and Sharing of Costs. More commonly known to members as the cost sharing agreement for Strand Blvd., Perimeter wall, etc.

a. Question: Why isn't the other Cost Sharing document defined as Water Management System Shared Cost and Maintenance Agreement, recorded at O.R. Book 2292, Page 1811 **included** in this definition?

The Water Management Agreement covers all The Strand's storm water drainage systems e.g. storm drains, culverts, etc., plus the lake banks, lake dredging, etc. whereby the maintenance costs are shared with the Club and Commercial.

3. Item 1.34 "North Border Cost Agreement".

This entire item was **Deleted** from these New Proposed Documents issued 11-19-2021 but were in the previous Documents issued in February and March 2021. The Strand Master Association is responsible to Collier County for maintenance of the North Border area, specifically the vegetation and upkeep.

a. Question: Why was the reference to this legal document deleted from the New Proposed Documents issued 11-19-2021?

Below is the item as it appears in the previous Proposed Documents issued in February and March 2021.

1.34 "North Border Cost Agreement" shall mean that certain Landscape Maintenance Agreement recorded at O.R. Book 4909, Page 1865, in the Official Records of Collier County, Florida, and as amended from time to time.

4. Item 1.42 PUD.

This entire item was **Deleted** from these New Proposed Documents but were in the previous New Proposed Documents issued in February and March 2021. This is the Planned Unit Development document for the Strand which serves as the basis for the development.

a. Question: Why was the reference to this legal document deleted from the Proposed New Documents issued on 11-19-2021?

Below is the item as it appears in the previous Proposed Documents issued in February and March 2021.

*1.42 "**PUD**" means Collier County Ordinance No. 02-57, establishing a Planned Unit Development zoning classification for Pelican Strand, duly adopted by the Board of County Commissioners of Collier County, Florida, as it may be amended from time to time.*

B. Section 3. ASSESSMENTS

The New Proposed Documents issued on 11-19-2021 have an entirely NEW sub-section added to this Assessment Section that wasn't included in the previous Proposed Documents issued in February and March 2021. That new section states:

"3.20 Non-Waiver. No Owner may waive or otherwise exempt itself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of the common Area, Neighborhood Common Area, or The Club Property, or by abandonment of the Parcel. The obligation to pay Assessments is a separate and independent covenant on the part of each owner. No diminution or abatement of an assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Masters Association to take some action or perform some function required to be taken or performed by the Master Association under this Declaration or the By-laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Master Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

It appears that this is a very powerful Section pertaining to enforcement of Assessments.

a. Question: Why wasn't this new Section mentioned to the Presidents and NRs when the documents were sent to them on 11-19-2021?

D. Section 5. MAINTENANCE

1. Section 5.1 Maintenance By Master Association.

At the end of the paragraph, there are details missing. The last sentence reads:

"The foregoing obligations include, but are not limited to, maintenance, repair, and replacement of the following: "

Perhaps this is an oversight because previously there was a listing of the main areas the Master Association was responsible for. For example the below highlighted items were in the Original Documents:

- (a) Maintenance / repair, and replacement of landscaping, perimeter walls and entry features on Common Areas.
- (b) Common Areas recreation facilities maintenance, repair and replacement.
- (c) Maintenance / repair and replacement of any improvements located within Common Areas.
- (d) Maintenance, repair and replacement of all drainage and irrigation facilities; and of the Water Management System (unless said responsibilities have been transferred to a governing agency having jurisdiction thereof, which has assumed all maintenance responsibilities).
- (e) Maintenance, repair and replacement of all Streets and any and all other improvements located within the Common Area.

a. Question: Is it the Strand Master Board's intention to remove these items completely or is it simply an oversight that needs to be remedied by re-instating the original items into the New Proposed Documents issued on 11-19-2021?

2. Section 5.3 Cost Sharing Agreement.

This section specifically states: “**The Master Association, The Club, Collier County and the Commercial Association shall perform their respective maintenance, repair, and replacement obligations set forth in the Cost Sharing Agreements and in accordance therewith**”.

I don't believe that the current Cost Sharing Agreement (as defined in the Definitions item 1.13) per the New Proposed Documents includes any reference to Collier County sharing in any costs related to this Document. Collier County is not part of any Cost Sharing Agreement (as defined), but they are part of the North Border Agreement that had been initially included in the previous Proposed Documents but has been Deleted in these Proposed Documents, issued on 11-19-2021.

a. Question: Please explain why Collier County is listed in 5.3?

E. Section 6. ARCHITECTURAL REVIEW AND CONTROL

It was indicated that the Architectural Review and Control provisions have been completely rewritten. For example there are new provisions giving the Master Board the ability to delegate architectural reviews to individual neighborhood associations. Further review indicates numerous other changes that weren't mentioned to any member or the Neighborhood Representatives, which are indicated as follows:

1. The Original Section 6.1 that was included in the February and March 2021 New Proposed Documents has now been **completely Deleted**. This Section pertained to the establishment of an ARC Committee with One (1) Director and at least two (2) other community members. Now with this **Deletion**, the Master Board will be the sole entity to review and approve all ARC applications.

a. Question: Why was this section that established an ARC committee deleted?

b. Question: What guidelines or other policies determine when the Master Board will delegate to a Neighborhood Community the responsibility to review and have final approval in regards to their specific ARB applications?

2. Section 6.2 was expanded to include that the Master Board will consider aesthetic aspects in their review and create Design guidelines. These Design standards will include such items as: specifications such as size, color, appearance, materials; location and shape of alterations subject to architectural review consideration. These guidelines can be adopted by a simple **majority** of the Board.

a. Question: Why was the Board given unlimited power to change the appearance of the Strand in its sole development of “Architectural Guidelines”?

b. Question: Why aren’t the “Guidelines” submitted for approval by a majority of the Neighborhood Representatives versus a simple Master Board majority?

A new paragraph was added to this Section. Paragraph 6 states in part (highlight added): “**if an Owner is delinquent in the payment of Assessments, fines or failed to correct a violation of, the processing of an application for approval of the modification of improvement may be denied or withheld pending payment of the Assessments, fines or other Charges or correction of the violation**”.

c. Question: Why did the Master insert this restriction which would prevent a member from improving their home, e.g. exterior painting, due to a pending resolution of a violation that might take weeks to resolve?

d. Question: In the above statement, what does “**modification of improvement**” mean?

3. An entirely **NEW paragraph** was added to Section 6.4 which allows any decisions of the Neighborhood Associations to **be appealed to the Master Board**. This is something that resembles the State and Federal Judiciary system.

This New Section Reads:

Decisions of Neighborhood Association may be appealed to the Master Association. Appeals must be submitted in writing and a copy must be submitted to the Neighborhood Association at least fifteen days prior to their next scheduled meeting of the Master Association. The Master Association may establish such other rules and procedures as they may see fit.

The entire purpose of the Neighborhood Board's ARC committees was to establish rules and guidelines for their community based on their guidelines, community design, etc. For example, if a community decides, via majority vote of their Board and ARC Committee that the condo units are painted a certain color, then according to the added paragraph in the New Proposed Declaration, a member can appeal that decision to the Master Board who could overturn the decision of the Condo members.

What if a member or Board decides to replace their roofs with "like kind" tiles and color, but a member wants something different. With this clause added, they have that ability especially if members of the Board also reside in the Neighborhood in question.

a. Question: Why was this paragraph added?

b. Question: Is there a rash of complaints from members regarding their Neighborhood Board's ARC decisions that required the insertion of this New Paragraph?

c. Question: In the above new paragraph, the following sentence seems confusing. **"Appeals must be submitted in writing and a copy must be submitted to the Neighborhood Association at least fifteen days prior to their next scheduled meeting of the Master Association"**.

It speaks to the requirement that the appeal must be submitted to the Neighborhood Association 15 days prior to their next schedule meeting but it doesn't speak to a timeframe for submitting it to the Master Association.

d. Question: Does this phrase need to be corrected?

4. Section 6.6 was completely deleted since per the Proposed New Documents, the Architectural Review Committee **will Not exist**.

That power for all reviews and approvals will reside with a simple majority vote from the seven (7) Master Board Directors.

F. Section 9. INSURANCE

There appears to be a number of items either changed or deleted, from the Original Proposed Documents issued to the members in February and March 2021. Specially:

The requirement for the Board to purchase “**Casualty Insurance**” was included in the February 2021 Documents but has been deleted in these new Documents.

The below Section is from the February 2021 New Proposed Documents showing the changes that are now in the New Proposed Documents issued on 11-19-2021 (deletions are shown **blue** strikethrough, additions in **red** – shown for clarity):

9.1.1 Required Coverage. The Master Association shall maintain adequate liability insurance ~~and casualty insurance covering all buildings and~~. **The Master Association may in its discretion insure** other insurable improvements (if any) ~~within the Common Areas in an amount determined annually by the Board, such insurance to~~ **as it may determine from time. Such insurance shall** afford the following protection:

a. Question: Why were the items shown above changed, e.g. deletion of casualty insurance for buildings and other insurable improvements?

b. Question: Should the requirement require the Board to purchase as a minimum “property Insurance” since the Master Association owns: Ashford Lane, The Preserves, various other capital assets and the new Perimeter wall.

The entire Section 9.1.1 (A) has been completely deleted, leaving the first item to be subsection “(B) Liability.....”. This section (A) was present in the Proposed Documents issued in February 2021. This section is presented below as it appeared in the Proposed Documents issued in February 2021.

“(A) Property. Loss or damage by fire, extended coverage (including windstorm), vandalism, and malicious mischief, and other hazards covered by the standard "All Risk" property contract, for all insurable improvements on the Common Areas, and, at the election of the Board of Directors, upon any other property or improvements maintained by the Master Association. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard. “

b. Question: Why was this Important section **completely deleted** in the New Proposed Documents issued on 11-19-21?