

July 2021 NEWSLETTER FROM THE STRAND MASTER BOARD

A brief communication to our Residents...

The Strand Master Board of Directors continues to meet throughout the summer to finalize open projects and begin to assess the needs for improvement for our 2022 Budget Development. We have a gatehouse that has been redone and we will be improving the appearance of the entrance over the next few months. The Strand Master Association Board is continually looking for areas that need improvement and works in conjunction with the Strand Club to address any issues. Tropical Storm Elsa had little to no impact on the Strand Property.

The minutes for the **April** and **May** Board Meetings are posted on the Strand Master Website. Click on the date of the meeting to see minutes.

Landscape Committee

- At the May Meeting, the Board agreed to hire Outside Productions International (OPI) as the Landscape Architect to re-design our Front Entrance. A Committee has been formed to provide input from residents, the Club and our Commercial partners.
- We are awaiting the plans for the re-design of the three medians near the tennis courts and at the entrance to the Club. These are some of our oldest medians and many of the plants are overgrown and in need of replacement, so we are anticipating a fresh new look in that area in the next few months.
- Please note that the Bridge Island has recently been re-planted with continuously blooming Asian Snow and Foxtail Ferns. New plantings have been added near the monument signs and in the Commercial Medians.

Reserve Study-Tom Guthrie presented 3 possibilities to conduct a Reserve Study. Reserve Advisors was recommended and approved by the Board. Reserve Study will be initiated in early September.

Comcast- The Strand Master Board continues to finalize details with Comcast for a new 5 Year Contract. Finalization of the agreement will take several months but will be completed by year end. A complete overview will be provided to each resident once contract is finalized.

Gate Security Updates- The front gate repairs and the roofing project have been completed and Gatehouse has been repainted.

Transponders- There will be a program implemented to affix the transponders on residents and member vehicles to enter Strand Property this summer (for full time residents) and for residents returning in the fall/winter. We will continue to communicate the procedure once finalized by the Security Committee.

Cameras-The Board has approved installation of new infrared cameras for the back gate. These cameras will be able to read license plates 24 hours a day seven days a week. As a result of the amount of damages to the gates and arms at the back gate it was crucial to have a mechanism in place to hold those accountable that do the damage to the gates and arms. If an incident does occur the responsible individual will be pursued for payment.

Litigation Updates:

Wedgewood Litigation Update: As most of you are aware, the Wedge Wood Condominium Association came to the Master Board and requested that the Board review three (3) paint, trim, and roof color options. Two of the palettes presented called for a “Bright White” exterior color and the third was an “off white” color. Wedge Wood was aware they needed Master Board approval to change their exterior color scheme. Thus, they asked the board to render an opinion BEFORE the three options were presented to their community, so that when residents voted on their new color scheme, it would have pre-approval from the Master Board. At the time these choices were presented, several other condominium communities were also considering repainting and reroofing and the Board understood that these communities were also considering painting their buildings white. The Board was concerned that The Strand might end up with multiple white communities. The Board also noted that our Architectural Guidelines said that painting buildings white should be “discouraged” and pointed out its concern that if multiple communities painted their buildings white, it would negatively impact The Strand as a whole.

While the Wedge Wood Board clearly knew of the Master Board’s decision and reasoning, they submitted all three colors to their members, who in turn, voted to paint their buildings “Bright White” and they began painting without seeking further approval from the Board. The Board asked Wedge Wood to stop painting shortly after they began so the Master could review. When Wedge Wood refused to stop, the Master filed petitions for a preliminary injunction and a permanent injunction. The petition for a preliminary injunction was heard. A hearing for a preliminary injunction does not require witnesses to testify, but only the submission of written pleadings and arguments made by the lawyers. The Court found that the law requires the Court to find that “immediate and irreparable harm” would be done if the petition was not allowed. After consideration, the Court found that no such “immediate and irreparable harm” was present and denied the petition. No costs were awarded and the petition for preliminary injunction was dismissed. The petition for a permanent injunction remained pending.

The Master Association had the option to proceed with a hearing on their petition for a permanent injunction. The standards for issuing a permanent injunction are different than those required for a preliminary injunction. Hearing for a permanent injunction would require some discovery to be done and a hearing conducted where witnesses would be sworn and evidence would be heard by the Court. The Master Board met with counsel and considered the various options. At this point, the painting of the Wedge Wood buildings was nearly complete.

It is clear that Wedge Wood knew that they needed approval of the Master Association to change the color of their buildings, roof, etc. and chose to do so without approval. It is also clear that Wedge Wood knew that our documents contained a provision discouraging the painting of buildings white.

Once again, as with the litigation with Mango Cay, the Board thinks that this situation is very unfortunate and is distressed that it finds itself in conflict with a neighborhood in The Strand. The Board believes that when you choose to live in and become a member of a community that is governed by various rules and restrictions, you give up some rights that you might have if you lived in an unrestricted community. In return, you have a place to live where everyone is required to maintain certain standards and respect the rights of others who live in your community. It is unfortunate when one neighborhood chooses to disregard those very elements and rules that made them choose to live in a beautiful community such as The Strand.

In conclusion, The Strand Master Association has determined not to go forward with further litigation. If the Court determined that Wedge Wood did not have approval for the improvements that they made, the Court could require them to appear before the Master Board and seek approval and/or require Wedge Wood to repaint their entire community. While the Master Board agrees that Wedge Wood should not be allowed to ignore our documents, The Master believes further legal action would be costly to the entire Strand Community, and would also penalize the individual residents of Wedge Wood.

Mango Cay Litigation Update: Most of you are aware of the litigation between Mango Cay Condominium Associations I & II and the Strand Master Association. However, since the Master Board's last update with respect to this litigation, there have been a few new developments about which the Board believes you should be informed.

To briefly recap and for those of you who are not aware of this litigation, a lawsuit was filed by Mango Cay Condominium Associations against the Strand Master Association on April 8th, 2020. In their complaint, Mango demanded that the Master Association be responsible for repairing or replacing their perimeter wall, the landscaping that surrounded their perimeter wall, and entry features damaged by Hurricane Irma. They also demanded that the Master Association be responsible for maintaining and insuring their perimeter wall, landscaping, and their entry features in the future. Finally, they demanded that the Master Association reimburse them for the costs they incurred in cleaning up damage to the perimeter wall, landscaping, and entry features because of Hurricane Irma and, also, reimburse them for the cost of insurance on their perimeter wall, which they had paid for previously.

The Master Association noted that the wall, entry features and perimeter landscaping were all constructed by the developer of Mango Cay which, although appearing to be a single-family home community, was developed as a condominium. In the Master's response to Mango's complaint it was noted that the wall, landscaping and entry features are all located on Mango Cay's property and are all common elements of that condominium community. Finally,

it was also noted that Mango Cay insured the wall as one of their common elements and collected insurance money from their carrier to pay for hurricane damage.

After some discovery proceedings, the filing of cross motions for summary judgement by Mango and the Master, and after a mediation conference where the Master Association made a substantial offer to settle this case, a hearing on Mango's and the Strand Master's cross motions for summary judgement was held. Judge Brodie heard oral arguments on those motions and ruled in favor of the Strand Master Association. She found that the wall, entry features and perimeter landscaping were common elements of the Mango Condominium Association and that it was their obligation to repair or replace and maintain these elements. She also found that Mango Cay should be responsible for all legal fees incurred by the Master Association.

Subsequent to our last report to the community, Mango Cay filed a motion with Judge Brodie to reconsider her ruling, alleging various reason why the judge was in error. The Master Association filed responsive pleadings and Mango's motion was ruled upon summarily by the Judge on May 19 without further oral argument. The judge in her ruling denied Mango's motion and affirmed her previous ruling in favor of the Strand Master Association. Of course, additional legal costs were incurred for which the Mango Cay residents are responsible.

After the judge ruled on Mango's motion to reconsider, the only issue left was the matter of the Master Association's attorney's fees, which Mango disputed. To avoid a protracted hearing which would require witnesses to prove the necessity and the reasonableness of the fees that the Master Board claimed, the Master agreed to settle the issue with Mango for \$55,854. While this is less than the actual fees incurred by the Master, it saved the cost of going forward with a hearing, particularly since those fee's incurred in proving up the necessity and reasonableness of the Master Association fees would not be recoverable. The Master also agreed as part of the settlement to take "time payments" from the Mango's homeowner's association. Mango will repay the Master Association over a one-year period with \$13,963.50 due and payable October 1st and each quarter thereafter.

It is very unfortunate when neighbors must engage in courtroom disputes. No one wants to live in a community where various neighborhoods are at odds with each other, nor do we want to see our neighbors incur legal expenses. The Master Association is pleased that the issues brought forth in this litigation are now behind us.

Enjoy the rest of your summer and we look forward to welcoming you back.

With Respect,

Your Strand Master Association Board

Tom Eggleston (President) , Tom Ewert (Vice President),Tom Guthrie (Treasurer), Tom Kennedy (Director) Susan Mulgrew (Director), Diane Parisi (Secretary), Bob Schultz (Director) Michaela Neumann (Property Manager)