

Redington Place Condominium
Board of Directors Meeting Minutes
4/11/23

Location of meeting: Unit 203, Redington Place Condominium

Evidence of Notice of Meeting: The notice for this board meeting was placed on site adjacent to the elevator at Redington Place Condominium 72 hours prior to the meeting. Board meeting notice not sent via email due to delay in sending slant roof communication to owners, one of the topics for this meeting being same.

Present at the meeting and establishment of quorum: Cheryl Saccone, president; Mike Longino, VP (via telephone call in); Robert Matacchiero, treasurer; Brad Henningsen, Board member at large; Sal Licciardi, secretary; Scott Vignery, Ameritech. Quorum being established of >or = to 3 board members, the meeting may proceed. Owners present: Susan Reiter.

Meeting called to order: Cheryl Saccone called the meeting to order at 4:35 PM on 4/11/23.

Old Business: None

New Business:

- 1. Rental application fee/tenant occupancy/by-laws: Cheryl Saccone** began a discussion of the board's attempt to get an answer from Attorney Mezer on the questions surrounding charging an application fee for rentals at Redington Place. Attorney Mezer gave an opinion on whether or not it could be charged if it is not in the bylaws. His advice was to not charge it if it is not in the documents. (Author's note: Subsequent to the meeting written about here, he gave a conflicting opinion to the board which confused board members as to the actual action to take). A case was made by Cheryl regarding the behavior of certain tenants recently that could damage or place common elements at risk as well as the personal property of owners. Examples just from the last 6 weeks include playing catch (with a hardball) on unit stairways and walkways, excessive sand tracked into the unit walkways/pool/elevator, as well as furniture from the pool tossed over the seawall fence onto the beach to be used as beach chairs by tenants. In addition, occupancy limits have been and are also at issue amongst owners and landlord/tenants. **Scott Vignery** commented that it can sometimes be very difficult to obtain a definitive answer from Mr. Mezer, which also comes with increased costs in terms of legal fees when following up with multiple emails to pursue clarification. Irrespective, he notes that all of his properties have said fee, which is allowed in Florida Statute 178. **Brad Henningsen** offered that we should simply leave the fee in place given other condominiums have charged this. **Robert Matacchiero** felt that the board should collect all questions in writing amongst all board members before approaching the attorney for an opinion. In this particular case, **Cheryl Saccone** responded she instructed the secretary to email Mr. Mezer so that we could get our questions answered regarding the application fee. After an extended board discussion, several motions by **Robert Matacchiero** were made that the Association return all rental application fees thus far collected given that the ability to charge for same is not presently in the documents. As discussion was still ongoing and debate continued, these garnered no seconds. **Scott Vignery** stated that for now perhaps we should leave the fee in place until the documents can be rewritten, unless we are challenged to return them. **Mike Longino** agreed. **Robert Matacchiero** reiterated his motion to return the fee as he said he would challenge this. Upon reconsideration, after **Rob Matacchiero** read Mezer's initial response to the question asked via email back to the board, **Sal Licciardi** reversed and seconded the motion in favor of returning the fee. The vote was partial with 3 board members voting affirmative, 2 members did not cast a vote but remained silent and the measure carried with 3 for the measure and 2 not voting or possibly dissenting. **Sal Licciardi** suggested that this be made a formal owner's vote for modification of the Declaration at the upcoming owner's meeting. **Rob Matacchiero** suggested this be delayed in favor of re-writing the whole document set. **Sal Licciardi** responded that this question seems to be pressing- The reason to pursue this single modification instead of waiting to re-write the entire document set is that this will come up again and again until finalized given the ongoing rentals. **Scott Vignery** agreed. **Sal Licciardi** explained the procedure for amending the condominium documents. To paraphrase, any special meeting may be called by the board upon affirmative vote (or by 10% of the owners) for the purpose of proposing amendments. These must then be voted upon and pass by a majority threshold. The issue was debated amongst board members as to timing of bringing this before the owners for a vote. **Sal Licciardi** made a motion that the board contact Attorney Mezer and draft an amendment to be voted on by owners at our upcoming meeting to codify the \$150 application fee into our documents. The language of the amendment would be a \$150 application fee per continuous unbroken rental term irrespective of past tenancies at Redington Place. **Cheryl Saccone** seconds. The motion passes by a 4 to 1 vote with **Rob Matacchiero** opposing this motion
- 2. Tenant Occupancy:** Cheryl Saccone expressed concern that our documents clearly state that occupancy in our units is limited to 2 "permanent" occupants per bedroom. This has been a problem experienced by owners whereby tenants bring guests into their rental during their "occupancy" of the unit and have NOT disclosed

those overnight "occupants" on the application which is given to the board. Therefore, when this occurs, it is the feeling by many owners that 4 or 5 additional people in the unit (as many as 9 to 10 total) represents a violation of the spirit of our bylaws. Recently, an owner had 8 in his unit for several weeks at a time. The board will look to address many vague issues in our present document set with a full re-write in short order but for now we must finish some of the construction projects before us. The board wanted to focus on the rental application fee without "scope creep" into the many other clarifications needed until we re-write of the whole document set. This task is undoubtedly overdue. The board agreed in general (no vote) that it might be best to focus on this when we get past some of the immediate construction work at Redington Place.

3. **Roof color choices/communication to owners:** The board discussed how to pare down the communication to owners to the "essentials". **Scott Vignery** looked at the document written by Secretary Sal. He advised it was fine to send to the owners. **Sal Licciardi** explained to the board what was in the 3 page communication to owners, which reports would be included etc. All agreed to send that and the tile choices to owners so that they may vote return the vote forms in advance of the next board meeting on 5/5/23 at Town Hall. Proxies would be sent in the package so all owners have an opportunity to vote.
4. **Sloped Roof Replacement:** Arrys was chosen by the board to do this but the contract has not yet been executed as we continue to review it inclusive of warranties offered. **Susan Reiter** asked how AC relocation would occur. This would occur by separate contract but it would be included in the special assessment to owners. **Mike Longino** states Father and Son did not want to be involved with rack engineering complications/town inspectors. Each rack is different depending on wind loads and it must be submitted to the Building Department prior to work. Various questions were asked and the upshot is it is the AC company's responsibility to install racks satisfactory to code. **Rob Matachierro** had an additional company (Revolution Air) which has a quote for the same job outstanding as of this meeting date. He will advise when prepared and share with the board. It may take as long as 6 months to get the concrete tile for the roof. In addition, in order to get the clock ticking on that 6 months, we must have the owners choose the tile at an upcoming meeting. Statute requires a 14 day window to announce said meeting.
5. **Cleaning company:** **Cheryl Saccone** briefed the board on the current cleaner/handyman (Andy Fontana) and the apparent shortcomings as of late, in the prevailing opinion of the board. There was some frustration that he has not been on site during construction doing basic cleaning activities. A new company was interviewed by **Cheryl Saccone/Scott Vignery**. They quoted \$1200 for 3 visits per week. **Brad Henningsen** suggested a list of tasks be drawn up for them to accomplish weekly. The board wished to pursue a quote for 2 days per week work and go from there. The majority of the board (4 members) believed Mr. Fontana was not being honest in discussing how he addressed his withdrawal from RP responsibilities. **Sal Licciardi** reported what Mr. Fontana's position was in terms of his recollection. In the end, the board felt we had better give another company a try and part ways with Andy. The board thanks Mr. Fontana for his service to Redington Place.
6. **New trash room door:** This item was removed from CPR's scope of work because **Brad Henningsen** advised he had a contractor whom could do it for a far cheaper price. He advised he would get to work on it. In addition, **Cheryl Saccone** requested that **Scott Vignery** also call our trash company and ask them to exchange our dumpster for a new one.
7. **New building signage:** **Cheryl Saccone** would like to get a quote for "modern lettering" given the font on the building currently is a bit lower on the building and sometimes difficult to see from Gulf Boulevard.

****At this point, **Scott Vignery** had to leave the meeting due to prior scheduled conflict****
8. **Timing of signing contracts for Arrys roofing:** Warranties need to be reviewed. The board debated on the utility of upgrading the slant roof from 20 to 30 years. The additional 10 years also comes with a 2nd layer of underlayment which may have utility on its own. The complicating factor, which cannot be predicted by the board at this time, is what insurance mandates might be forced upon us to replace the roof prematurely in the future. Currently, the insurance environment in Florida makes resistance to their mandates by shopping other carriers futile. Carriers are fleeing the state in droves or being driven to insolvency. **Cheryl Saccone** motioned that, pending review of Arrys roofing warranties, that we choose Arrys roofing to do the slant portion of the roof (we already decided they would also be doing the flat portion). **Brad Henningsen** seconds and the motion carries with a unanimous vote of the board, 5 for, 0 against.
9. **Narrowing down tile choices:** 2 choices of flat concrete tile will be presented to the membership. Flat tiles were recommended for aesthetics and durability. Many times, AC and other contractors accessing our roof carelessly step on barrel tile which are much more prone to fracture. The board narrowed it down to Vierra Blend and Concord Blend. Once chosen, this will be communicated to Arrys together with downpayment and signed contract so the tile may be ordered.
10. **Elevator contract:** **Sal Licciardi** explained that our current contract with Rightway Elevator for maintenance and service is an annually renewing contract which will be up February 2024. It was acknowledged by the board that Rightway has not been forthcoming or consistent in their service to RP. 3 additional contracts were presented to the board by **Brad Henningsen**. At this juncture, **Sal Licciardi** made the point (agreed to by

Mike Longino) that our current contract does run through February 2024 and with the number of "irons in the fire" the board is handling with the roof, CPR construction etc it is advisable to continue reviewing the contracts in preparation for the 90 day exit clause (Sal has saved in his calendar to bring up to the board at the appropriate time) to provide written notice to sever contract to Rightway. For now, the board agreed to table this until the 90 day exit clause can be executed.

11. Swimming pool refurbishment/deck: Rob Matacchiero wished to bring this up since we are forced to consider another special assessment. At this time, the pool is not leaking and will eventually need to be resurfaced however, we do not want to add this project at this time.

12. Garage floor stripping: After CPR is out of the garage in terms of their work, the separate contractor will come in and perform the stripping of the failing coating and repainting of stripes/caulking of garage floor vertical wall transitions. This is separately contracted for by the board with the assistance of **Brad Henningsen** whom obtained the pricing for this work.

Next meeting: May 5, 2023 at Town Hall Redington Beach. Owners will be present for this board meeting.

Meeting was adjourned by Cheryl Saccone at 6:23 pm.

Respectfully submitted,

Sal Licciardi,

Secretary, Redington Place Condominium Board