

# **FIELDSTREAM NORTH HOMEOWNERS ASSOCIATION, INC.**

## **Annual Budget Meeting**

Thursday, October 20<sup>th</sup>, 2022 @ 7:00 PM

### **Aurora Restaurant**



**Vic “Buzz” Lovell, President**

**Herman “Spanky” Nieves, Vice President**

**Rosie Nieves, Secretary / Director**

**Betty Rodriguez, Treasurer / Director**

**Corban Young, Facilities Director**

**Bray Lindsey, Communications / Director**

**Sarah E. Webner, Esq., Corporate Counsel**

**Hunter Caswell, CAM / Property Manager**

# FIELDSTREAM NORTH HOMEOWNERS' ASSOCIATION, INC.

## Annual Budget Meeting 2022

Thursday October 20, 2022  
Aurora Restaurant @ UCF  
Fellowship Dinner to Follow  
7:00 PM

### AGENDA



- **Certified Quorum:** Call to Order  
(Member Quorum **NO** / BOD Quorum **YES**)
- **Proof of Notice:** Posted, Bulletin Board SEP 4, 2022 (subject to Hurricane Ian)
- **VOTE:** Approval of Previous Meeting Minutes (page 2 this packet)
  - Motion\_\_\_\_\_ 2<sup>nd</sup>\_\_\_\_\_ **Approve or Deny**\_\_\_\_\_
- **Treasurer's Report:** Balance Sheet Summary SEP 2022 (page 3 this packet)  
Proposed Budget (page 4 this packet)
- **VOTE:** Treasurer seeking approval to adopt proposed 2022 Budget as presented and to garner acceptance of the balanced budget in 2022
  - Motion\_\_\_\_\_ 2<sup>nd</sup>\_\_\_\_\_ **Approve or Deny**\_\_\_\_\_
- **Old Business:** Ratification, Covenant Enforcement Decisions thru Oct 2022
- **VOTE:** President seeking approval of all Covenant Enforcement (Fining Committee) recommendations from all of history until OCT 20, 2022
  - Motion\_\_\_\_\_ 2<sup>nd</sup>\_\_\_\_\_ **Approve or Deny**\_\_\_\_\_
- **New Business:**
  - Safety & Security Committee (Cameras)
  - **VOTE:** President seeking approval to allow the installation of security cameras in the community for the protection of Association assets and to deter criminal activity. To ensure that video surveillance is not abused or misused, the Board of Directors agreed that a security policy should be enacted to govern the use and access to such video surveillance (page 5 & 6 this packet)
    - Motion\_\_\_\_\_ 2<sup>nd</sup>\_\_\_\_\_ **Approve or Deny**\_\_\_\_\_
  - 2023 Rental Prohibition Committee (Consent Form to Membership)  
Restricting rental of homes for the initial 24 months immediately following the date the owner takes legal/equitable title (page 7 this packet)
  - **VOTE:** President seeking approval to distribute Written Consent Form to all member homeowners to favor or reject restricting home rentals for 24 months
    - Motion\_\_\_\_\_ 2<sup>nd</sup>\_\_\_\_\_ **Approve or Deny**\_\_\_\_\_
- **Adjournment Member Session**
  - Motion\_\_\_\_\_ 2<sup>nd</sup>\_\_\_\_\_ **Approve or Deny**\_\_\_\_\_

Time: \_\_\_\_\_

# FIELDSTREAM NORTH HOMEOWNERS ASSOCIATION, INC.

Board of Directors Organizational Meeting  
Tuesday, March 29<sup>th</sup>, 2022 @ 6:00 P.M.  
FSN HOA Playground/Dog Park  
10777 Wildlife Pl., Orlando, FL 32825



Vic "Buzz" Lovell, President

Herman "Spanky" Nieves, Vice President

Rosie Nieves, Secretary

Betty Rodriguez, Treasurer

Corban Young, Facilities

Bray Lindsey, Communications

Sarah E. Webner, Esq.,  
Corporate Counsel

Hunter Caswell, LCAM, Property  
Manager

## AGENDA

1. **Certified Quorum & Call to Order:** Time 06:04 P.M.  
Quorum was established by the attendance of all directors as listed in the box to the right. Also in attendance was Hunter Caswell and Sarah Webner.
2. **Proof of Notice:** USPS to every homeowner/member, dispatched March 11, 2022. Received March 14, 2022
3. **VOTE: Approval of Previous Budget Meeting Minutes** October 14, 2021  
➤ **Motion** Herman **2nd** Corban **Approve or Deny** Approve
4. **Treasurer's Report:** Balance Sheet February 2022
5. **Old Business:** Organization of Board of Directors for 2022
6. **VOTE: Accessory Structures, Publication of Previous Declaration**  
➤ **Motion** Betty **2nd** Corban **Approve or Deny** Approve
7. **VOTE: Covenant Enforcement, Acceptance of All Fining Committee Recommendations from October 2021 thru March 28, 2022**  
➤ **Motion** Herman **2nd** Rosie **Approve or Deny** Approve
8. **Open Forum** (Open to Members for Three (3) Minutes)
9. **Guest Presentation** (MMI Development, Fieldstream Village Update/Q&A)
10. **Adjournment Member Session** Motion Bray 2nd Betty Time 07:24 P.M.

# Fieldstream North Homeowners Association Inc.

## September 2022 Financial Summary

ASSETS		LIABILITIES	
Cash in Bank - Operating	54,531.19	Payables/Prepays	36,474.43
Cash in Bank - Reserves	51,589.26	Reserves (net)	51,589.26
Maintenance Fees Receivable	11,258.23	Equity	33,188.41
Prepaid	3,456.72		
Deposits-Electric	416.70		
<b>TOTAL ASSETS</b>	<b>121,252.10</b>	<b>TOTAL LIABILITIES</b>	<b>121,252.10</b>

	Current Period Actual	YTD Actual	YTD Budget	VARIANCE (Over/Under)
<b>TOTAL INCOME</b>	<b>8,082.16</b>	<b>79,787.65</b>	<b>76,395.74</b>	<b>3,391.91</b>
<b>EXPENSES:</b>				
Grounds	2,704.52	24,677.55	27,191.25	(2,513.70)
Utilities	175.00	1,167.95	1,575.00	(407.05)
Administration	4,845.68	52,861.77	43,706.98	9,154.79
Recreation	134.70	5,493.13	2,024.97	3,468.16
Reserves	210.83	1,897.51	1,897.51	0.00
<b>TOTAL EXPENSES</b>	<b>8,070.73</b>	<b>86,097.91</b>	<b>76,395.71</b>	<b>9,702.20</b>
<b>SURPLUS/(DEFICIT)</b>	<b>11.43</b>	<b>(6,310.26)</b>	<b>0.03</b>	<b>(6,310.29)</b>



Fieldstream North Homeowners Association Inc.

251 Homes – JAN 1, 2023-DEC 31, 2023

Proposed Budget

COA #	Category	2023 PROPOSED
4000	<b>INCOME</b>	
4020	Assessments	106,675.00
4060	Late Charges	0.00
4100	Interest Operating	0.00
4292	Covenant Violation Fines	8,600.00
4340	Interest Reserves	0.00
4350	Interest Allocate to RSVS	0.00
4461	Prior Year Surplus Carryover Allowance For Doubtful	5,000.00
4969	Accounts	(1,700.00)
	<b>Total:</b>	<u>118,575.00</u>

EXPENSES

6000	<b>Grounds Maintenance:</b>	
6040	Contracted Lawn Service	27,420.00
6043	Landscape Restoration	3,500.00
6090	Holding Pond Maintenance	0.00
6120	Irrigation Repair	100.00
6281	Golf Cart	100.00
6361	Lighting Maintenance	100.00
6380	Sign Maintenance	100.00
6730	Wall Maintenance & Repairs	100.00
	<b>Total:</b>	<u>31,420.00</u>

7900	<b>Utilities</b>	
7910	Electric Power	950.00
7920	Water/Sewer	850.00

**Total:** 1,800.00

8000	<b>Administrative &amp; Management:</b>	
8020	Management Fee	12,660.00
8040	Postage	1,400.00
8060	Copies/Printing/Supplies	3,500.00
8061	Website	400.00
8080	CPA Services	1,500.00
8100	Legal Expense	3,500.00
8120	Insurance	11,848.00
8190	Miscellaneous	4,000.00
8200	Security Service	26,500.00
8320	Holiday Decorations	5,000.00
8390	Annual Corporate Report	96.00

**Total:** 70,404.00

8500	<b>Recreation:</b>	
8508	Signs and Supplies	200.00
8545	Playground Expenses	2,500.00
8580	Special Events	6,000.00

**Total:** 8,700.00

**TOTAL OPERATING EXPENSES:**

112,324.00

9000	<b>Reserves:</b>	
9250	Roads	0.00
9260	Contingency	3,251.00
9271	Perimeter Wall, Brick	0.00
9289	Signage, Entry Monuments	3,000.00
9292	Playground Fencing, Chainlink	0.00

**Total:** 6,251.00

9980 **TOTAL EXPENSES:** 118,575.00

9990 **NET SURPLUS (Deficit)** 0.00

**Assessments:** +9.25% over 2022 (+\$3/mo./\$36/yr.= \$9,036 Additional)

# **Fieldstream North Homeowners Association**

## **Camera Security Policy**

2022

**Fieldstream North Homeowners Association** (the Association) voted to allow the installation of security cameras in the community for the protection of Association assets and to deter criminal activity. To ensure that video surveillance is not abused or misused, the Board of Directors agreed that a security policy should be enacted to govern the use and access to such video surveillance.

### **Scope**

This policy applies to all video surveillance systems installed within the Fieldstream North community which are permanently installed and whose presence is detailed on posted signage and is exclusive of personal surveillance equipment installed by residents.

### **Installation, Placement and Maintenance of Video Surveillance Equipment**

#### **Video Equipment / Records**

1. Type of Equipment

The Association will use Digital Video Recorders to collect and retain real-time video for a minimum of 30 days.

2. Placement

Video recording equipment shall be placed in visible locations which present the best surveillance options with respect to desired coverage, specific surveillance targets and ambient lighting conditions. Cameras will be positioned to not willfully intrude on a homeowner's property or privacy without express written consent of the homeowner.

Signage shall be erected in conspicuous location(s) notifying all parties that the area is under video surveillance.

### **Access to Video Records**

1. Access: Association

Access to video surveillance records shall be shared with the Board of Directors should the Board in its best interest find that the review of footage is necessary in order to ascertain whether a crime has been committed, a violation of the Declaration of Covenants has occurred, or under suspicion of criminal activity. Members by virtue of their membership in the community do not have a right to access the footage whether it be live stream or previously recorded.

2. Access: Law Enforcement

If access to video surveillance is required for the purpose of law enforcement investigation due to criminal activity or potential criminal activity, video surveillance will be reviewed by the Board of Directors and pertinent footage related to the investigation shall be provided to the law enforcement officials.

3. Security / Storage

Active Video records shall be stored in the cloud for 30 days. No video shall be published to the Internet. Archived video records shall be stored only for investigative or legal purposes and shall be stored with the Association's Property Management Company or HOA lawyers depending on the reason for archiving. The Association does not intend to keep video footage and therefore the footage shall not become official records of the Association unless stored longer than the provided time herein for the purposes of litigation.

**Custody, Control, Retention and Disposal of Video Records**

The Association has no desire or intention to retain video recordings except as required for investigations or evidence. In normal operating conditions, video surveillance recordings will automatically be erased or overwritten by the recording device when capacity of the device reaches a set limit.

Specific records relating to evidence or investigations which need to be retained, will be copied onto portable media such as CD/DVD and stored for as long as required based on the investigation type. Records requiring long-term retention will be turned over to the Association's Property Management Company for storage and security.

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*Now, therefore, let it be resolved that the following policy for Video Surveillance Security be adopted and adhered to:*

**ADOPTED:** \_\_\_\_\_, 2022 at a duly noticed Board of Directors Meeting

**APPROVED:**

Signed Copy Available from Records Request through the Association Property Manager

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

# WRITTEN CONSENT FORM

As pursuant to and in compliance with Section 617.0701(4) Florida Statutes

## FIELDSTREAM NORTH HOMEOWNERS' ASSOCIATION, INC.

In accordance with the Declaration of Covenants, Conditions, and Restrictions of Fieldstream North, Articles of Incorporation and the Bylaws, [the governing documents] for Fieldstream North Homeowners Association, Inc., [hereinafter the "Association"], and Florida Statutes, you are herein requested to cast your ballot approving or disapproving of the below amendment(s) via this Written Consent Form. Please vote for the option of your choice by indicating below.

**Pursuant to Article IX Section, 3 of the FSN Declaration, 75% of the Lot Owners must vote in favor of this Amendment for it to pass.**

**Select only one of the two options by marking an "X" or your initials on the line provided next to the Option:**

\_\_\_ **Option One:** Vote **IN FAVOR** of amending the Declaration of Covenants, Conditions, and Restrictions for Fieldstream North with the below Proposed Amendment.

or

\_\_\_ **Option Two:** Vote **AGAINST** amending the Declaration of Covenants, Conditions, and Restrictions for Fieldstream North

### **Proposed Amendment**

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Article VI, Section 26. Rental Prohibition Restricting Rental of Homes for the Initial TWENTY-FOUR (24) Months Immediately Following the Date the Owner Takes Legal and/or Equitable Title:

Any existing Owner who at the time of the recordation of this amendment has owned a Home for less than 24 months shall not be subject to this rental prohibition unless that Owner purchases another Home hereafter. All other persons or entities who take legal or equitable title to a Home after the adoption and recordation of this Amendment to the Declaration of Covenants, Conditions and Restrictions ["Prospective Owners"] shall be obligated to abide by the following rental prohibition during the initial TWENTY-FOUR (24) months of ownership and thereafter shall be restricted as to the use of the Home by the existing rental restrictions contained within the Association's governing documents.

Owners who purchase a Home after the recordation date of this amendment must either 1.) use and occupy the Home for primary occupancy as a homesteaded residence, as set forth in Section 196.015 Florida Statutes and as amended from time to time, or 2.) use the Home as a second

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home during the initial 24 month period following the date Owner takes title as established by the date of the recordation of the written interest upon which the Owner becomes vested of legal and/or equitable title to the Home. Use as a second home means that all utilities are in the name of the Owner of Record.

There shall be absolutely no rental of the Home during the initial 24-month period after the new Owner takes title, legal or equitable. Included in this use restriction and initial rental prohibition is the absolute restriction on leases, contracts for deed, lease with purchase options, pre-closing occupancy agreements or similar attempts to convey possessory right to a non-owner of record during that initial 24-month period. Exclusive occupancy of the Home by any person other than the Owner of record shall be deemed an unauthorized occupant during the initial 24-month period following the Owner taking title, irrespective of whether rent, other monetary consideration or non-monetary consideration is provided by that occupant to the Owner of record. The Association need not prove that the occupant of the Home is a "tenant" as defined by Chapter 83, Florida Statutes.

A corporation, limited liability company, partnership, any other type of business entity or other non-individual owner which takes legal or equitable title to a Home after the date of the recordation of this amendment shall have no right to lease the Home during the initial 24-month period after taking title, legal or equitable.

If title to the Home is held by a land trust or similar trust, then the beneficiary of the trust who otherwise satisfies the requirements of Chapter 196 Florida Statutes, as amended from time, shall be allowed to occupy the Dwelling as his or her primary residency. A copy of a current written land trust agreement must be provided to the Association along within 30 days of the transfer of title.

Any violation of this provision shall entitle the Association to the following rights and remedies: 1. The Association shall be deemed to have irrevocable eviction rights as to any occupant in possession should the Owner fail to remove an unauthorized occupant after written request, and the Owner and unauthorized occupant shall have been deemed to have waived any defense that the unauthorized occupant is not a tenant; 2. The Association shall have the right to seek a temporary and permanent injunction against the Owner and unauthorized occupant; 3. The Association may sue the Owner for violation of this provision for liquidated damages in an amount equal to 24 months' worth of Association assessments and for disgorgement of any gross rental income or other monetary consideration realized by the Owner of the Home during the initial 24 month period; and 4. Any and all such actions above may be taken in the alternative and in all cases, the Association shall be entitled to a claim of prevailing party attorney's fees and costs, including pre-litigation or appellate costs and fees. Any award to the Association shall be deemed an individual assessment and collectible against the Owner in the same manner as an unpaid regular assessment, including by means of lien and lien foreclosure.

The Board of Directors shall have the right to reduce the initial 24-month prohibition on rentals in the event an Owner experiences substantiated undue hardship or emergency, such as divorce, mandatory employment relocation, severe mental or physical infirmity, loss of employment,

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financial hardship, or other similar circumstances. The Board shall determine instances of emergency or undue hardship on a case-by-case basis, and such determinations shall be made in the Board's sole and absolute discretion. Proof of emergency or hardship is the obligation of the Owner. No hardship reduction shall be considered unless and until the Owner has first established permanent use and occupancy of the Dwelling. There shall be no reduction in the initial rental prohibition if the Home is used as a second home. Finally, the Board of Directors shall not consider an emergency or hardship application if the Owner acts first to rent the Home, and then to seek waiver of the rental prohibition.

If the death of an owner and/or co-owner should occur, the heirs of the owner shall be allowed to immediately begin renting the Home such that the above 24-month prohibition shall not apply, and the family will not need to petition the Board for a hardship application.

The Board of Directors shall have the right to deed a Home owned by the Association to a third party. In such instances, the 24-month prohibition will not apply. If the Association takes title to a property through lien foreclosure or any other method, the 24-month prohibition shall not apply, and the Association may immediately begin renting the Home.

From the date of recordation forward, all Owners shall be obligated to provide a written copy of any current lease agreement. Such lease agreement shall identify all persons over the age of 18 who occupy the Home by name and shall list the name of the Owner's property manager, if any.

After the expiration of the initial 24-month rental prohibition, the Owner must comply with all other rental restrictions set forth in the Association's governing documents.

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**This form may be cast only by the current Owner and is subject to ownership and eligibility verification. Homes with multiple Owners are allowed to have this written instrument signed by one owner as representative of all Owners; however, if more than one Owner submits opposing forms, both shall be deemed as null and void. If multiple Owners cast forms with a vote for the same option, then only one form shall be counted.**

I hereby certify that this is a true and correct representation of my vote and that I am a member in good standing eligible to cast this written consent in lieu of voting at a membership meeting.

**Owner's Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

**[Note: If Owner owns more than one home in the community then please identify all addresses]**

**Dated:** \_\_\_\_\_

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# Waterford Lakes HOA passes amendment restricting long-term rentals

## New homeowners can't rent properties for at least 13 months

[https://www.clickorlando.com/news/local/2022/07/28/waterford-lakes-hoa-considers-amendment-restricting-long-term-rentals/?\\_vz=medium%3Dsharebar](https://www.clickorlando.com/news/local/2022/07/28/waterford-lakes-hoa-considers-amendment-restricting-long-term-rentals/?_vz=medium%3Dsharebar)

**ORANGE COUNTY, Fla.** — As more [investment companies and individuals purchase homes](#) across Central Florida, an Orange County homeowner's association approved a proposal restricting new property owners from renting their homes for the first 13 months. The Waterford Lakes Community Association passed the amendment to restrict long-term rentals on Saturday, Aug. 6, according to WLCA general counsel Matt Firestone.

Alvin Little, the president of WLCA, said he remembers moving into Waterford Lakes nearly three decades ago. "I've been here since 1993. I've watched this community grow into something really phenomenal," Little said. The east Orange County community has grown to 3,100 homes made up of 25 individual neighborhoods. The community offers residents several amenities, including a pool, pickle ball courts and much more. "Waterford has a real good family vibe," Little said. Little said he wants to protect the community, the goal of the HOA being to maintain property values. But a few months ago, he noticed a trend of companies and individual investors purchasing properties to turn into rentals and not taking care of the homes. "We started seeing a lot more rentals and it was really hard to get a hold of these people to find out who is maintaining the property, who is doing this, who is paying the dues, what's going on," Little said.

According to real estate brokerage Redfin, investors purchased 25% of the homes sold in metro Orlando during the first quarter of 2022. Orlando ranked in the top 10 US metros for percentage of homes bought by investors. As for Waterford Lakes, Firestone said that led to some challenges. "Didn't have phone number, email, contact person and it was becoming a problem," Firestone said. That is why the HOA proposed and approved an amendment that restricts new property owners from renting their homes for at least 13 months. The amendment does not apply to current property owners who are renting their homes. Firestone, who also represents other neighborhood associations, said this is all about balancing property rights and home values. "On the one hand, we don't want to infringe upon somebody's right to rent the property out if that's how they want to make some income, but you have to balance that against the interest of the neighborhood as a whole in making sure the property's maintained," Firestone said.

Little also hopes this will level the playing field and give families a better shot at purchasing homes instead of investors. Little added he believes other communities could follow similar rental restrictions. "If we restrict them, they're going to (go) somewhere else, so other communities will probably start looking at it and hopefully they'll use us as a role model," Little said. Firestone said anyone violating the rule will have to pay half of the rent received to the HOA. The neighborhoods voted on the proposed amendment on Saturday, Aug. 6.



# Fieldstream North Home Owners Association, Inc.

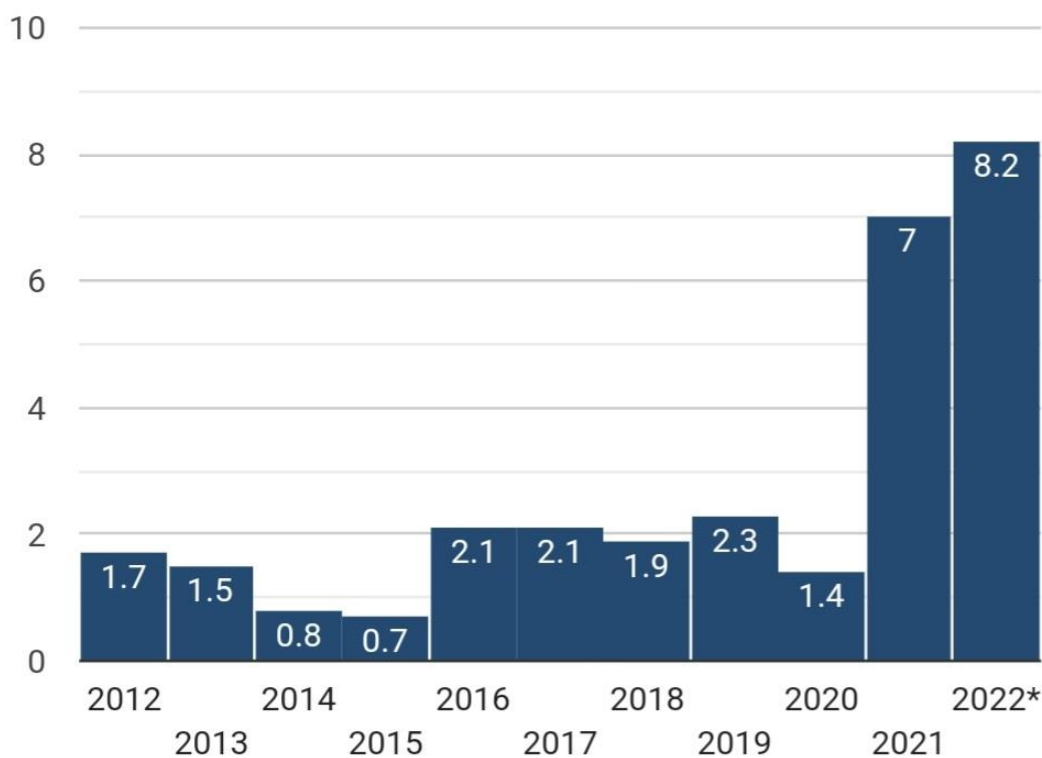
Vic A. Lovell, President

[President@FSNHOA.com](mailto:President@FSNHOA.com)

[www.FSNHOA.com](http://www.FSNHOA.com)

October 19, 2022

**Chart: United States Annual Inflation Rates (2012 to 2022)**



*Executive Director, F.A.I.R.  
Fieldstream Area Impartial Residents*

**Professionally Managed by: SENTRY MANAGEMENT**



**c/o Hunter Caswell**  
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# Fieldstream North Home Owners Association, Inc.

Vic A. Lovell, President  
President@FSNHOA.com

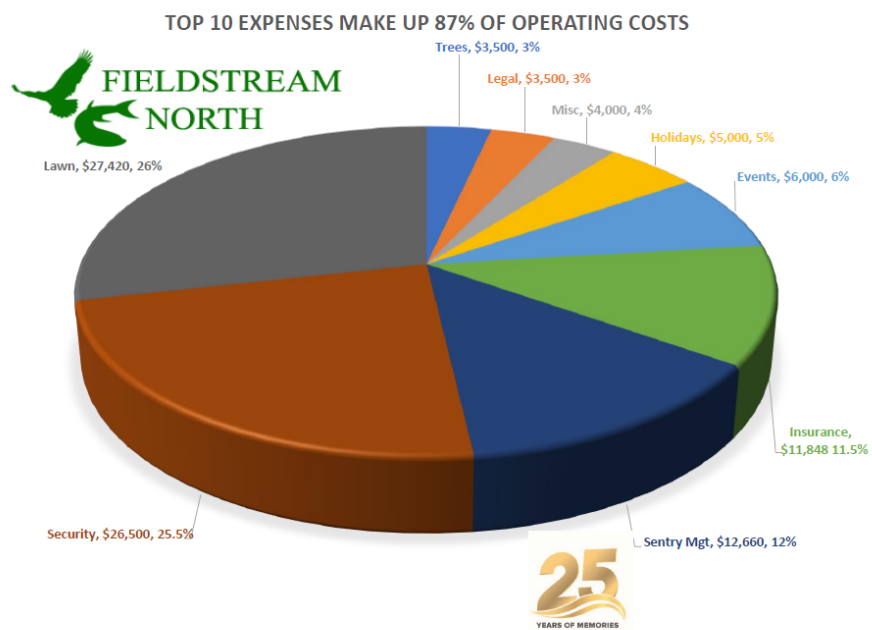
[www.FSNHOA.com](http://www.FSNHOA.com)

## TOP 10 HOA Expenses 2023 Fiscal Year

TOP 10 HOA EXPENSES	
Trees	\$3,500
Printing	\$3,500
Legal	\$3,500
Misc.	\$4,000
Holidays	\$5,000
Events	\$6,000
Insurance	\$11,848
Sentry Mgt	\$12,660
Security	\$26,500
Lawn	\$27,420
<b>TOTAL</b>	<b>\$103,928</b>

**INCOME** \$118,575  
**BANK BALANCE** \$121,252

Revised OCT 2022



**Betty Rodriguez, Treasurer**  
**Fieldstream North Homeowners Assoc., Inc.**  
*State of Florida, HOA Board Certified 2015-2022*

*Executive Director, F.A.I.R.  
Fieldstream Area Impartial Residents*

**Professionally Managed by: SENTRY MANAGEMENT**



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