

CONQUISTADOR HOMEOWNERS' ASSOCIATION, INC.
EXECUTIVE COMMITTEE MEETING
Tuesday, April 8, 2025

MEMBERS PRESENT:

Renee Drentkiewicz, President
Martha Gorton, 1st V.P.
Joe Endress, Treasurer
Jan Barnes, Secretary

OTHERS:

Bonnie Guenther, Manager
Others in attendance,
Zoom attendees:
Sandra Boriskin
Larry Crum
Tom Gilmore
David Sherlock
Pati Kelvasa
Doug Rose

The Executive Committee Meeting with Zoom was called to order at 9:30 am after the Pledge of Allegiance. There was a quorum noted, and a motion was made by Joe Endress to approve the minutes of the Executive Meeting of March 11, 2025. The motion was seconded by Martha Gorton and unanimously approved.

Treasurer's Report: Joe Endress— see attached.

Manager's Report: Bonnie Guenther—see attached.

Old Business:

1. Truck Parking: Renee Drentkiewicz (see attached handout for proposal)

Renee reminded us of the process for our possible community vote on trucks. First, the Executive Committee will determine if this is to be forwarded to the full Board of Directors' (BOD) next week. Then, after a discussion, if the Board decides to move this to a full community vote, it will need to pass with 172 yes votes. If it passes, then each condo can vote to make more restrictive requirements.

Martha Gorton made a motion to move this forward to the Board of Directors for their recommendation. It was seconded by Joe Endress. It passed unanimously.

2. Bocce Court: Bonnie Guenther

Bonnie is still waiting on bids from the companies that have made visits to Conquistador.

New Business:

Late Fees/Interest on Late Assessments – Bonnie Guenther. (see attached)

After a discussion highlighting that Conquistador has never charged late fees with interest for late assessments, Bonnie made a recommendation that this be discussed with the full Board.

Joe Endress made a motion to move this forward to the BOD with adding interest to late fees to be as designated by Florida law; seconded by Jan Barnes. Motion passed.

Pool Fence Requirements – Bonnie Guenther (see attached, p. 10)

Bonnie questions the material guidelines in our CHA documents that they may need to be amended for additional approved materials.

Joe Endress made a motion to move this forward to next week's BOD meeting for discussion. Seconded by Jan Barnes; motion passed.

Hedge Height Restrictions – John Calabro

John shared thoughts from residents from the homes that the height of the bushes be put to the community for a vote. Several homeowners, Kathleen Murphy, Jean McIntyre, and John Leandri shared their concerns.

Joe Endress made a motion to move this forward next week to the BOD, with a discussion, to change the CHA book for the height of bushes from 6' to 10'. Martha Gorton seconded; motion passed.

Weekend Work Restrictions – John Calabro

John suggested that the Rules and Regulations Book (green book) be changed to include Saturday (from 8am-3pm), as some contractors are only available on that day.

Joe Endress moved that we pass this on to the Board for discussion. Jan Barnes seconded; motion passed.

Violations – Bonnie Guenther: (see attached)

The BOD has decided from now on that violations, unless they pertain to an active legal matter, will be discussed at regular Board meetings. Bonnie noted that the determination of the validity of the violation shall be decided only by the BOD and following Conquistador's governing documents. Discussions regarding violations will only be among the Board of Directors'.

Comments on Agenda items:

Ada Scharf, 10-104: Ada shared her concern that the length of trucks should not exceed 233 inches. Renee thanked her.

Ron Fiagarole, 10-208: Ron shared that most trucks today have a cab. He supported Ada's suggestion the the length of trucks should not exceed 233 inches.

Renee replied that this can be discussed next week at the BOD meeting. She also mentioned that he could send her an email with his suggestion.

Gigi Croom, Building 2-203: Gigi expressed since the length of vehicles has been established at 240 inches that this should apply as well to trucks. Renee thanked her and said the BOD will discuss this next week.

There being no further business at this time, a motion was made by Joe Endress and seconded by Martha Gorton to adjourn the meeting. The motion was unanimously approved, and the meeting was adjourned at 10:25 am.

Jan Barnes

Jan Barnes, Secretary

Renee Drentkiewicz

Renee Drentkiewicz, President

4/8/25 Executive Committee Meeting Sign In

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4/8/25 Executive Committee Meeting Sign In

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CONQUISTADOR HOMEOWNERS' ASSOCIATION, INC.
EXECUTIVE COMMITTEE MEETING

Tuesday, April 8, 2025
9:30 A.M.

AGENDA

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF PREVIOUS MINUTES

TREASURERS REPORT

MANAGER'S REPORT

OLD BUSINESS:

Truck Parking – Renee Drentkiewicz
Bocce Court – Bonnie Guenther

New BUSINESS:

Late Fees/Interest on Late Assessments – Bonnie Guenther
Pool Fence Requirements – Bonnie Guenther
Hedge Height Restrictions – John Calabro
Weekend Work Restrictions – John Calabro
Violations – Bonnie Guenther
Discussion Item:

COMMENTS on agenda items:

POSTED: 4/4/25

ZOOM LINK:

When: Apr 8, 2025 09:30 AM Eastern Time (US and Canada)

Register in advance for this meeting:

<https://us06web.zoom.us/join/9tZ1sd-mhqjMvEtfCIGwnrCG-s0F3WpnwkD3i>

After registering, you will receive a confirmation email containing information about joining the meeting.

**CONQUISTADOR HOMEOWNERS' ASSOCIATION
TREASURER'S REPORT
MARCH 2025**

FINANCIAL ANALYSIS:

March was a clean-up month with regards to projects. The dock sealcoating project was finished up in March with the final coating. This amounted to \$1,365.06. We also contracted with Superior Fence to install a fence/gate at the entry to the dock. This will keep non-resident people off our dock. The deposit was \$2,092.52. The total cost of the project is \$4,185.03.

In the area of General Common Areas-Supplies, we needed to stock up on supplies like Kool grips for the pool, pressure washer parts, herbicides, and finally car bumpers for parking spaces. The total for these various supplies amounted to \$4,112.87.

Under General Common Areas-Landscape expenses, we needed to conduct repairs on the irrigation system on the South wall and Riverside. This amounted to \$978.04. Additionally, we had mulch added to the new landscaping at the front entrance and around the common area. This totaled \$3,150.

Our annual termite treatment accounted to \$883.95.

In the Clubhouse Category-Other Expenses, we needed to purchase a new shuffleboard set at \$294.24. The replacement television in the cardroom was \$595. And the cost of the exit switch by the library door was \$595. And finally in Legal Services we incurred an expense of \$882.36 for 55+affidavit, and \$3,330.01 for a legal issue.

These unusual expenses have put us in a negative position of \$1,565.19 for the year. While this is an usual position for us to be in, I can assure you that Bonnie will tighten down expenses and put us back in a positive position shortly.

CHECKING/RESERVE ACCOUNTS:

(BANK STATEMENT AS OF APRIL 1, 2025)

\$219,469.57	South State Bank Checking Account
\$487,580.60	SouthState Bank Money Market Account
<u>\$274,089.03</u>	Synovus Business CD
\$981,139.20	Total Checking/Reserve Accounts

WATER BILL/CONSUMPTION SUMMARY:

	CITY OF STUART	CONQUISTADOR	DIF	%
FEB/MAR 2024	1,461,000	1,366,220	94,780	6.5
FEB/MAR 2025	1,360,500	1,190,241	170,259	12.5

Manager's Report
Executive Committee Meeting
April 8, 2025

- I am working with FPL and Karner Surveying on finalizing the easement surveys required by FPL for our lighting project.
- I am working with our contract attorney, our communications consulting company and Blue Stream on finalizing the Blue Stream contract.
- The following governing documents were distributed to residents:
 1. Revised CHA Declaration of Covenants and Restrictions
 2. Revised CHA Bylaws
 3. Revised CHA Articles of Incorporation
 4. CHA Rules & Regulations including all updates; Please review the revised parking rules which were adopted by the CHA BOD on 11/18/25. ⁴
 5. Revised Architectural Review Guidelines
 6. Chattel-Shipping letter and BOD resolution to adopt the Chattel-Shipping letter

In addition, these documents are posted to the website.

Please keep all these documents as a digital file to be used as reference materials.

The governing documents will be enforced. Please correct any violations you may have.

CONQUISTADOR PROPOSED PICKUP TRUCK RULES AND REGULATIONS 2025

1. RESIDENT PICKUP TRUCKS ARE FOR PRIVATE USE ONLY, NOT FOR BUSINESS. NO COMMERCIAL VEHICLES ALLOWED. COMMERCIAL DISPLAYS, LOGOS, OR ADVERTISING ARE NOT PERMITTED ON RESIDENT VEHICLES.
2. VEHICLE LENGTH NOT TO EXCEED 230", WIDTH NOT TO EXCEED 82", AND HEIGHT NOT TO EXCEED 79". NO MODIFICATIONS THAT INCREASE THE LENGTH, WIDTH, HEIGHT, OR GROUND CLEARANCE BEYOND THE MANUFACTURER'S FACTORY SPECIFICATIONS ARE ALLOWED.
3. BED COVERS, TONNEAU COVERS, ONLY INSTALLED TOOLBOXES ARE ALLOWED.
4. CAMPER SHELLS ARE NOT ALLOWED.
5. NO EXPOSED FIFTH WHEEL ATTACHMENTS ARE ALLOWED.
6. NO DUAL REAR WHEELS ARE ALLOWED. NO WHEELS OR TIRES LARGER THAN THOSE AVAILABLE ON THE MANUFACTURER'S PRICE LIST OR ORDER SPECIFICATION ARE ALLOWED.
7. NO DIESEL ENGINES ALLOWED.
8. NO MODIFICATIONS OF EXHAUST SYSTEMS OR ANY OTHER COMPONENTS THAT INCREASE NOISE EMISSIONS ARE ALLOWED.
9. ONLY FACTORY ISSUED STANDARD SIZE MIRRORS ARE ALLOWED.
10. OPEN BED PICKUP TRUCKS WITH GOODS OR PACKAGING MUST BE LOADED AND UNLOADED WITHIN A 24 HOUR PERIOD.

Late Fees/Interest on Late Assessments

Assessments including regular monthly assessments are considered late after 30 days past due date. Currently, we have no late fee in place. A late fee is allowed per our Declaration but needs to be named by the BOD. I recommend that the BOD adopt a \$15 late fee on late assessments.

To clarify, this late fee would only apply to CHA assessments, i.e. CHA special assessments and CHA regular assessments. Unless a condo building was late in its payment to CHA for its monthly assessment, no condo would be charged a late fee.

Similarly, our Declaration allows for interest on late payments but the interest rate must be set by the BOD. If not named in governing documents, Florida Statute currently allows for 18% interest. I recommend that we charge the interest rate allowable by Florida Statute 720.

Pool Fence Requirements

CHA Declaration of Covenants and Restrictions page 10:

5 b. Pool fences are required to meet Martin County Building Code and are to be made of accepted wood and color or masonry construction, with the exception of the fence at the Common Pool which shall be such material as determined by the CHA Board and complies with Martin County code requirements.

Should the fencing materials listed above be updated?

In addition, my concern is that Martin County pool fence code is not adequate. See below:

- **ARTICLE 8. - SWIMMING POOLS, SPAS AND HOT TUBS**
- **Sec. 21.106. - Enclosures.**

*Private swimming pools, hot tubs and spas, capable of containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or **approved barrier** at least 48 inches (1,219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1,372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of six inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.*

assessment shall be for the calendar year. The Board of Directors of the Homeowners' Association may change the assessment during any calendar year where such change is made to reflect greater or lesser expenses than anticipated.

Section 5. Duties of the Board of Directors.

The Board of Directors of the Homeowners' Association shall fix the date of commencement and the amount of the assessment against each unit for each assessment period at least thirty (30) days in advance of such date or period by adoption of a budget.

Written notice of the assessment shall thereupon be sent to every Member subject thereto.

The Homeowners' Association shall upon demand at any time furnish to any unit owner liable for assessment a certificate in writing signed by an officer of the Homeowners' Association setting forth whether such assessment has been paid with respect to his property. Such certificate shall be conclusive evidence of payment of any assessment to the Homeowners' Association therein stated to have been paid.

Section 6. Collection of Assessments; Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien, and Remedies of the Association.

The assessments of the Homeowners' Association assessed against units in a condominium shall be collected through the Association operating said condominium; provided, however, that the Homeowners' Association shall have the right to collect any assessment due it directly from any unit owner when such assessment is not collected by such condominium association;

If the assessments are not paid by any member on the date when due (being the date specified in Section 4 hereof), then such assessment shall become delinquent and shall, together with such interest and reasonable late fees as permitted by Florida law thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the unit which shall bind such unit in the hands of the owner thereof, his heirs, devisees, personal representatives, successors and assigns. A grantor and grantee shall both be liable for any unpaid assessments.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date when due at the rate as set by the Board, and reasonable late fees as permitted by Florida law, and the Homeowners' Association may bring an action at law against the unit owner personally obligated to pay the same or may record a claim of lien against the property on which the assessment is unpaid. If the unpaid amounts set in the lien are not paid when due, CHA may foreclose the lien against the unit on which the assessment is unpaid, or pursue one or more such remedies at the same time or successively. There shall be added to the amount of such assessment attorney's fees and costs of preparing and filing the claim of lien and the complaint in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, and the Homeowners' Association shall be entitled to attorney's fees in connection with any appeal of any such action. It shall be the legal duty and responsibility of the Homeowners' Association to enforce payment of the assessments hereunder..

Late
Fees +
Interest
on
late
assessments

Section 7. Subordination of Assessment Liens for First Mortgage Holders.

Should the holder of a first mortgage on any unit become the owner of the unit through a mortgage foreclosure action in which the Homeowners' Association was properly named or through a deed from the owner in place of a foreclosure, the first mortgage holder will only be obligated to pay one (1) year of past due assessments or one percent (1%) of the mortgage amount, whichever is less.

1. All lots in Conquistador Estates shall be known and described as residential property and no more than one detached, single-family dwelling may be constructed on any lot in the subdivision, except that more than one lot may be used for one dwelling, in which event, all restrictions shall apply to such lots as if they were a single lot.

2. No dwelling shall have a ground floor square foot area of less than 1200 square feet, exclusive of accessory buildings, breezeways, screened areas, open porches, terraces, patios and garages. All dwellings shall have at least a two-car garage attached to and made a part of the dwelling. Garages may not be used for residential purposes. No dwelling shall exceed one-story in height. All dwellings shall be constructed with concrete or approved paver driveways and the front, side and rear yards shall be solid sodded and gravel may not be substituted for sod. Each dwelling shall have landscape planning across the entire front of the house. Each lot shall be fully sodded not later than thirty (30) days following issuance of the occupancy permit.

3. No structure shall be built within twenty-five (25') feet of a front lot line, ten (10') feet of a side lot line, or twenty (20') feet from a rear lot line. Front, side and rear lot lines are as defined in the Martin County Zoning Regulations in effect as of the date of the recording of these restrictions.

4. A post lantern shall be constructed, maintained and operated for night illumination on or adjacent to the driveway on each lot within twenty-five (25') feet of the street curb. However, the CHA Board of Directors may decide to remove these lanterns if other substantive source of outdoor lighting is obtained.

5 a. No wall, hedge, fence or structure of any kind shall be constructed, grown or maintained, except as follows: (a) Between street and Front Setback Lines: NONE. (b) Between street and Side Setback Lines: NONE. (c) Along the Side Lot Line from Back Setback Line to Rear Lot Line: A hedge not over six feet high, or a wooden fence not over six feet high from earth to top of fence, or masonry construction not over six feet high. (d) Along the Rear Lot Line: a hedge, or wooden fence from earth to top of fence or masonry construction not over six feet high. (e) When surrounding the immediate perimeter of a terrace or patio area, and when attached to or in direct contact with the house, a hedge not over six feet high, or a wooden fence not over six feet high from earth to top of fence. All fences must be made of acceptable wood and masonry construction, or alternate materials approved by the Architectural Control Board. This Restriction does not apply to completely enclosed screened area attached to house.

5 b. Pool fences are required to meet Martin County Building Code and are to be made of accepted wood and color or masonry construction, with the exception of the fence at the Common Pool which shall be such material as determined by the CHA Board and complies with Martin County code requirements.

5 c. Setback Lines are the outmost limits for the construction of a house. A roof overhang (usually 2 to 3 feet out) from the side of the house is part of the Setback Line. Flowers and small plants and shrubs are usually planted under this overhang around the house.

6. No tent, shack, garage, barn or other outbuildings shall, at any time, be erected and used temporarily or permanently as a residence or for any other purpose, nor shall any recreation vehicle be used as a residence or for any other purpose on any of the lots in the Subdivision. No structure of any kind shall be moved into any part of the Subdivision except temporary buildings used by contractors in connection with construction work, it being the intent of these Restrictions that all Structures on any lot be constructed thereon.

7. No trade, business, profession or other type of commercial activity shall be carried on upon any lot, except that real estate brokers, owners and their agents may show dwellings in the Subdivision for sale, or lease; nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Hedge
Height

Pool
Fences

< hedge



Dictionary

Thesaurus

hedge

 1 of 3 **noun**

'hej

[Synonyms of *hedge* >](#)

- 1 a** : a fence or boundary formed by a dense row of shrubs or low trees
b : **BARRIER, LIMIT**
pikemen ... present a *hedge* of metal points from which any cavalry would flinch
— Tom Wintringham
regarded it as the main function of their existence to raise a *hedge* around the law
— F. W. Farrar
- 2** : a means of protection or defense (as against financial loss)
realization that common stocks are the best *hedge* against inflation
— C. E. Merrill
- 3** : a calculatedly noncommittal or evasive statement
bureaucratic literature ... festooned with *hedges* and qualifications
— Fortune

hedge

 2 of 3 **verb****hedged; hedging***transitive verb*

- 1** : to enclose or protect with or as if with a dense row of shrubs or low trees : to enclose or protect with or as if with a hedge (see [HEDGE entry 1 sense 1a](#)) : **ENCIRCLE**

G. Renovations

Architectural Control Board. In the event the Board fails to approve or disapprove such design and location within (30) days after the plans and specifications have been submitted to it, approval will not be required, and this rule will be deemed to have been fully complied with. A majority may take any action the Board is empowered to take. The Architectural Subcommittee has been designated and appointed to make recommendations to the Board. The members of the Architectural Control Board shall consist of the Directors of the Conquistador Homeowners' Association. (See Article VIII, page 9, Declarations.)

2. If alterations are not made to the submitted and approved design, homeowner will be mandated to correct them at their own expense.

3. Portable/temporary storage units must be placed only in driveways and can only be stored on property for 48 hours for loading/unloading purposes. Dumpsters and portable toilets require Architectural Committee approval. (Please refer to the Conquistador Application for Architectural Review).

4. All construction work, service, and maintenance work done other than from 8 a.m. to 5 p.m., Mon. thru Fri. is subject to the approval of the CHA Board or its designee.

] Homes

L. Renovations

2. An example of these alterations, additions, and decorations may include but are not limited to condo entrances, walkways, pet doors, umbrellas, decorative plaques, flags, etc. Painting of the completed work must conform to the existing color décor of the building.
3. Screened porches/lanai may be replaced with approved impact glass windows per Martin County Building Codes and with the review of the Architectural Sub-Committee and the CHA and Condominium Boards of Directors.
4. When a floor surface is being installed on a second or third floor, a soundproof underlayment product is required.
5. All construction work, service and maintenance work done other than from 8 a.m. to 5 p.m., Mon. thru Fri., is subject to the approval of the CHA Board or its designee.

condo
work

M. SMOKING AREAS

1. A smoking area may not be designated in a condominium common area. A "common area" is defined as a hallway, corridor, lobby, aisle, water fountain area, restroom, stairwell, entry, or conference room.
2. All smoking is prohibited in and around all pools and within an 8-foot area outside the pool fence area.

N. STORAGE AREAS

1. A storage area has been provided for all condominium owners. In accordance with insurance and Martin County Fire Code regulations the following rules must be complied with:
2. No volatile liquids such as paint thinners, lacquers, etc. shall ever be placed in storage areas.
3. Empty cartons, tires, and/or any possible combustible items should never be left in storage areas.
4. All items must be stored within the confines of the assigned storage unit.

VII. HOMES

A. GENERAL RULES

1. A post lantern shall be constructed, maintained, and operated for night illumination (dusk to dawn) on or adjacent to the driveway on each lot within twenty-five (25') feet of the street curb.
2. The color of the frame of any garage door screens must always match the color of the garage door. If the color of the garage door changes, the frame of the screens must change accordingly. Garages may not be used for residential purposes.

Violations

Per page 4-5 of the CHA Rules & Regulations:

B. ENFORCEMENT POLICIES AND FINES

1. If a home or condominium owner violates or is otherwise liable for a violation of any of the provisions of the Declaration of Covenants & Regulations, By-laws, and the Conquistador Rules and Regulations, the following shall occur:

a. The home or condominium owner shall be notified in writing by the Conquistador Homeowners' Association Board of Directors that a violation has occurred, citing the specific violation, and permitting the lot/property owner a period of fourteen days to correct the violation.

b. If any home or condominium owner feels that he/she has been wrongfully or unjustly charged with a violation hereunder, the home or condominium owner may proceed as follows:

(I) Within fourteen days after the home or condominium owner has been notified according to paragraph 1 above, the home or condominium owner shall submit, in writing, a protest to the Board stating the reasons the home or condominium owner feels he has not committed a violation. Every effort will be made by the Board to resolve the matter with the home or condominium owner.

(II) Should no protest be filed, the allegations in the notice of violation shall be considered true and taken as if confessed; a fine may be assessed by the Board at a Board meeting in accordance with paragraph 2 below.

(III) If the matter is not resolved as set out in (b) (I) above, a hearing on the matter shall be held before the Fining Committee consisting of other home or condominium owners who are neither Board Members nor persons residing in a member's household, no later than twenty-one days after receipt of the written protest unless continued by agreement.

(IV) At the hearing, the Fining Committee shall hear and consider arguments, evidence, or statements from the alleged violator regarding the alleged violation. The decision of the Fining Committee shall be final and binding on the home or condominium owner.

(V) Payment of charges made under this policy shall not become due and owing until the Fining Committee has completed its determination. Notification of the Fining Committee's decision shall be made to the Board and to the home or condominium owner in writing.

2. *After exhausting the procedures as outlined in (b) above and if the violation is determined to have taken place, the home or condominium owner will be assessed a fine of \$50.00 per day to a maximum of \$1000.00 for a first offense and \$100.00 per day to a maximum of \$1000.00 for subsequent violation of the same type.*

3. *Failure to pay the fine and/or correct the violation within 14 days following the determination of the Committee, the Association shall have the right to hire counsel and pursue whatever rights it may against the home or condominium owner and charge the cost of same, including attorney fees, against the account of the home or condominium owner plus actual costs of correction of the violation or repair of damages.*

In the past, violations were discussed at closed BOD meetings as they were treated as potential legal matters. Violations will now be discussed by the BOD at regular BOD meetings unless a violation becomes a legal matter.

The determination as to the validity of the violation will be decided solely by the BOD and will continue to be based on governing documents and evidence, not subjectivity or opinions.

Addressing violations in a public forum will not be an opportunity to address one's dissatisfaction with any part of the governing documents. The amendment of governing documents will still be done using the proper avenues. **In other words, there will be no soap box on which to stand.**