

July 29, 2019

Thru  
Stoneybrook East Community HOA

To  
Eden Group Developers

SUBJECT: Compensation Request

Dear Eden Group Developers,

The purpose of this letter is to request compensation for identified Stoneybrook East Community homeowners noted as most impacted by the building of the apartments on the 9<sup>th</sup> hole of the Stoneybrook East Community Golf Course. The below list of residents request to be compensated Forty-five thousand dollars each and in addition payment of their HOA fees \$1952 for a 5 year period to allow for property maintenance incurred due to the building of the apartment complex in their immediate residential proximity.

As stated in your briefings, and design charts the below list of residents are most adversely affected by the building of the apartment complex due to possible home devaluation, reduce view of their prime real-estate, and construction noise and dirt generated in the proposed construction site area during the next +2 years.

Collectively, we look forward to your response and favorable consideration of our request for compensation. If you have questions or concerns, please coordinate all correspondence through Kinard J. La Fate (Email: [LafateK06@gmail.com](mailto:LafateK06@gmail.com) or 407-590-6065).

Sincerely,

1. Kinard and Yong Ae La Fate
  - a. 2746 Windsorgate Ln, Orlando FL 32828
2. Brian and Liz Jacobs
  - a. 2752 Windsorgate Ln, Orlando FL 32828
3. Jason and Jamie Joyce
  - a. 2758 Windsorgate Ln, Orlando FL 32828
4. Ryan and Whitney Russell
  - a. 2765 Windsorgate Ln, Orlando FL 32828
5. Sue Christ
  - a. 2834 Northampton Ave, Orlando FL 32828
6. James and Christy Venezia
  - a. 2847 Northampton Ave, Orlando FL 32828

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12/20/2019

Time: 1400

Subject: Eden Apartment Complex Discussion

Location: Stoneybrook East Fitness Center

**Attendees:**

Eden

Jay Jacobson

Jerry Aguierre

Rebecca Wilson

SBE Residents

Jason Joyce

Brian Jacobs

Kin LaFate

Ryan Russell

**Notes**

1. Eden provided South-view landscape renderings (at time of construction and what was represented as a 5-year maturation view) and a landscape site plan
  - a. SBE Residents discussed concerns with what was shown, 5-year maturation view appears to depict in excess of 10 ft. of growth in 5 years, which appears unrealistic.
  - b. Discussed the roofs shown. They will be at 45 ft. height at ridge, 40-year composite architectural shingles and 4/12 slope.
  - c. Discussed offsets shown for building footprint to exterior face of landscape. Eden stated that in all except for two instances the offset is 50 to 60ft, with the closest approach at 25ft.
  - d. Cart path for ninth hole will also pass through landscaped area, currently not depicted. SBE residents are interested in seeing this finalized.
  - e. Discussed note affixed to the top right corner of view. If Orange County does not approve materials, they will need to be changed for approval. The last phrase "and are subject to change," Eden agreed to modify statement to include "to like kind in size and quality."

- f. **OPEN ITEM:** During the 18-month construction operations period of performance, what will the rendering look like? Construction fence or will landscape be installed initially?
- 2. Ms. Wilson transitioned to asking if we were looped in on the latest between the HOA and the Golf Course, we stated that we likely were not up to date on the latest. We requested that we hold that conversation until later as it was important to review the requested concessions provided by Ryan Russell to Ms. Wilson.
- 3. Review of requested concessions:
  - a. Security Wall at Perimeter of Complex.
    - i. SBE residents requested a CMU construction wall with stacked stone veneer or stucco finish.
    - ii. Eden stated they would provide a lower-level finish: architectural metal, 6ft height, screened by Viburnum hedges at 5ft in height
  - b. Gated Entry
    - i. SBE residents requested 24-hour security at all gates at all entrances
    - ii. Eden stated they would provide a lower-level finish: All entrances gated with RFID entry control via key fobs
    - iii. **OPEN ITEM:** Key fobs are not acceptable. Assigned car decals with a laser scanner is much preferred for entry control purposes.
  - c. 100% Background Checks
    - i. SBE residents requested no felons and no pedophiles
    - ii. Eden stated they do background checks on everyone – would not commit to no felons, agreed no pedophiles. Also, check on financial background – for ability to pay.
    - iii. SBE residents recognize the bar is set very low for felony arrest in Florida. Will accept a reduction of statement to no violent felons.
    - iv. Eden stated background checks will be conducted but it remains unclear what additional screening will be performed to meet this request, if any.
  - d. Low Income Housing
    - i. SBE residents requested no Section 8 or equivalent State and Municipal low-income housing programs
    - ii. Eden stated that these would be market rate and they that Section 8 would not qualify for these “Class A” units.
    - iii. When further pressed on the issue, Eden went deep into explaining and jargon to avoid outright stating they would leave open the possibility of accepting Section 8. Ms. Wilson stated explicitly there would be no agreement on this issue.
    - iv. **OPEN ITEM:** The Eden team were very careful to correct themselves when using the term luxury units and state they are “Class A” units. We need Eden to define the difference between the two statements. Because clearly there is room for a legal misrepresentation on this issue.
    - v. **OPEN ITEM:** Need clarification from Eden – During discussion of layout of buildings, Eden stated that rents are higher for lake front units than road front units. Eden stated that maintaining or raising rental complex values is the business model. Eden stated that they would likely hold this property for

somewhere between 3 and 7 years. Based on those statements and looking at the landscape view as it matures, what will happen to the rents for the lake-facing units once obstructed by landscape cover?

- e. Landscape Screening
  - i. SBE Residents requested 30ft trees and additional screening landscape provided by stamped landscape architectural plans. In-place landscape approved by impacted residents prior to finalization.
  - ii. As discussed in #1 above, plan and landscape details provided. Plans provided are preliminary and subject to change as discussed in #1 above.
  - iii. **OPEN ITEM:** It remains ambiguous whether or not the impacted residents will have any say in what is provided for landscape materials or in final appearance.
- f. Property Value Damages relating to Eden Apartments
  - i. SBE residents asked that Eden settle all claims associated with diminished property values. Standard would be pre-construction appraisal vs 18 months post-construction as compared to other non-impacted properties within SBE.
  - ii. Eden countered with a specious argument asking if property values increased, would we in turn pay Eden for the extra property appreciation.
  - iii. When challenged that SBE residents would, in fact, follow through with that line of thought; Eden backed away from that argument finally stating, with another specious argument, that they could not be held liable for other market functions such as real estate downturns or property neglect on our part. To be clear, all parties at the table understand the appraisal process and statement provided by SBE residents in the original concessions list. A market downturn would impact the entirety of SBE, not just those directly damaged by Eden and property neglect would immediately bear itself out in the appraisal process – property condition is one of the main categories covered in residential appraisals and any neglect would register on the documents from pre to post construction.
  - iv. **OPEN ITEM: Eden's position on this issue is a non-starter for the impacted residents and needs to be further discussed in order to reach anything that would resemble a win-win situation for all parties involved. This needs to be discussed with the commission; SBE residents provided a reasoned and realistic approach to determining impact in what is a fair and measurable method. Eden is unrealistic and unreasonable; the best they can provide is an illogical and specious argument, which finally boiled down to a wealthy property developer with a retained high-dollar attorney bullying residents who are at the whim of the County Commission to do the right thing to protect us.**
- g. Security Cameras
  - i. SBE residents' statement was a little ambiguous and we deferred to Eden to hear their thoughts on the issue.
  - ii. Eden will provide perimeter security cameras that cover the perimeter of the complex to protect from intrusion.
  - iii. Eden asked what precipitated this request, we stated that there were issues with residents of Knightsbridge entering SBE and breaking into cars.

- iv. Eden countered that this wouldn't occur because these are higher class apartments to which SBE residents pointed out that SBE was promised that Knightsbridge would be luxury apartments as well. SBE pointed out that this goes back to our larger concern, while they may be billed as luxury apartments now, they will not be luxurious 5 years from now. That is not how any of the apartment complexes work anywhere in this area.
- h. Discussed Dust Control
  - i. SBE residents requested power washing of our houses every 6 months and repainting at project completion.
  - ii. Eden stated that there was nothing to be concerned with, code requires dust control. Ryan Russell stated that this is not the case, as a seasoned construction manager, dust is an ongoing issue that is never handled well.
  - iii. Eden stated that they will write in contract language with their building contractor requiring:
    - 1. Consistent communication with SBE residents.
    - 2. Active dust control measures.
    - 3. Timely repairs for damages/cleaning – discussed timing, 5-calendar day response time is sufficient for the contractor to react and remediate.
- i. Discussed Noise Control
  - i. SBE residents expressed concerns with sound being conveyed across water.
  - ii. Eden stated that there will be live-in management of the property to address noise concerns 24 hours a day via a phone call to them. Eden further stated that the policy for noise complaints is a three strikes and you're out policy.
  - iii. **OPEN ITEM:** Need to see this policy to confirm this is clearly stated.
- j. Legally Binding Document
  - i. SBE residents want this agreement in a legally binding document prior to the commission meeting.
  - ii. Eden was non-committal – With holidays and vacation schedule, unlikely to receive feedback on this issue until 1/6/20. Additional concern on how this is conveyed to the residents.
  - iii. **OPEN ITEM:** As a means of saving some time on the language, please ensure successors are covered in this agreement. Residents and their successors as well as Eden, their property management firm as well as their successors.