

A Brief History of the Development of East Lake Woodlands

Long before the East Lake Woodlands area was ever considered as a residential development, a family by the name of Boyd was well known in the area. In the 1930's, Al Boyd and his family owned approximately 16,000 acres of land in the area now bordered by Tampa Road and East Lake Road. The Boyd family keep cattle grazing on their land and did some farming as well. Al started to sell off some of the land after his father died in 1950. He kept about 1200 acres that he used for cattle breeding. In 1972, as the area was changing and Mr. Boyd was getting older, he sold 1,200 acres to Metro Communities Corp., with about 800 acres to become East Lake Woodlands. The boot statue from the original Boot Ranch farm now stands in the parking lot of the Publix shopping center.

When the original developer of East Lake Woodlands started construction of the community, it initially planned to build second homes for the golfers of the world in separately designed projects *cobsisting of* condominiums, townhomes, and single family homes. As construction proceeded, sales were strong; the developer became aware of the popularity and demand for a unified community. Thus, it created a formal community association, a FS617 not-for-profit corporation called the East Lake Woodlands Community Association (ELWCA) with rights and responsibilities in *Articles of Incorporation* and *Bylaws*.

For the *Articles of Incorporation* and *Bylaws* to obligate a purchaser to membership in the community association, these documents had to be part of the sale; attached to the deed of sale and recorded in the public records. Unfortunately, nineteen properties had already been sold and were not bound to the ELWCA because the *Articles of Incorporation* and *Bylaws* were not part of the sale to those properties. These included: ELW Condos I through VII, ELW Cypress Estates I, II, and III; ELW Cluster Homes Units I through V; Lake Estates, Patio Homes, Quail Forest, and Woodlands Estates. Those developments that followed, where the ELWCA *Articles of Incorporation* and *Bylaws* were made part of the sale, are called "Bound" properties. Your development is either "bound" to the East Lake Woodlands Community Association or it is called unbound, or contract community. The community association no longer was a "clubhouse" group or a "golfers" group for contract communities, but a group of citizens of all ages and incomes who live in condominiums, townhomes, and single-family homes. Changes in the IRS tax laws impacting the deduction for second home mortgage interest may also have played a role. Residents were more likely to be permanent residents, not seasonal. As a result of all of the above, there is now a mix of "bound" and "contract" condominiums, townhomes and single-family homes.

Early on in the management of the community, expenses to maintain the community fell to the responsibility of the developer. When the original developer had completed its sales, the transition from the developer to East Lake Woodlands

Community Association (ELWCA) management occurred with a Board of Directors being installed . Up until that time, the ELWCA was unaware that the developer failed to bind all associations to the Community Association. Initially, the difference between “bound” and “unbound” developments was not a problem. All associations agreed to pay a monthly assessment and followed the *Articles of Incorporation* and *Bylaws* of the ELWCA. In 2000, some associations objected to the amount of fees, and disputes ensued. Lawyers were hired; research showed that the nineteen developments listed above were not bound; a lawsuit was filed and the judge confirmed that if the ELWCA *Articles of Incorporation* and *Bylaws* were not part of the initial sale of the property, those property owners were not bound to pay assessments, or abide by the rules within the *Articles of Incorporation* and *Bylaws*. This also dictated that the gates had to be left open as not to impede the access rights of unbound residents. The gate aspect created the label of the lawsuit as the “Gate Case.” This initially caused a potentially problematic reduction in revenue for the ELWCA, a major quandary for the management of the property because ELWCA had both long and short range budgets for the entire community, including reserves and contractual commitments to maintain roads, landscape, drainage and management fees. It took the Board seven years to get legal authority to re-close the gates and to become owners of the main roads throughout the community.

Faced with this unanticipated challenge, to satisfy an intent to maintain a high standard of care for the entire community, protecting property values and keeping all residents in the “family,” bound and unbound, the ELWCA board sought the cooperation of the unbounds and offered a contractual relationship to maintain a strong budget with reserves necessary to continue the quality of the entire property. A new, second fee structure was created (a reduced fee as an incentive), and a long-term contract was offered to create continuity with vendors servicing ELW.

The ELWCA board initially drew up a single contract for all unbound associations to give the community association the required “advance notice” of future years’ income so that budgets and reserves could be properly allocated. A committee was formed to start the development of an agreement under which all unbound associations would be contracted (excluding those associations now non-members as result of the gate case). After months of negotiations and “tweaking” of the agreement, it was presented to the unbound membership with a planned contract start date of January 1, 2003. At the time of the negotiations, the bound member’s contract specified annual increases in dues could not exceed 10%. The ELWCA exercised sound business judgment to preserve and protect the entire community.

The proposed agreement for the unbound associations provided for an annual increase in dues not to exceed 6.5%. Residents have questioned the origin of the figure. In researching this article, I have looked through many, many files and spoken with board members who participated at that time. These discussions and document

research have not provided any explanation for the 6.5% limit, other than a “business decision”. The contracts, however, went forward and were signed by thirteen of the nineteen unbound associations. Five of them are non-members because of their participation in the “Gate Case”. Quail Forest was willing to remain a voluntary member but could not agree on a maintenance fee, and thus are not a member.

In 2009 the City of Oldsmar attempted to annex East Lake Woodlands. In addition to the City tax implications, the roads would have become public, and we would no longer be a gated community. The attempt failed by a vote of the residents, with over 98% in opposition.

The Community Association had been operating effectively when, in 2017, a lawsuit was filed alleging that it was not following a Florida Statute commonly referred to as “720”. This stated, in brief, that it should be an HOA and follow all the requirements of that statute in its daily operations. Subsequent to the court’s decision, the operating documents of ELWCA were changed to comply with the statute. The entire statute can be read by going on line.

I hope this helps everyone understand the history of ELW and why we are the community that we are!

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