

# The issue is: Sod vs. Stone

Front Yard Landscaping In La Crescenta  
District 2

Based on Material Submitted by La Crescenta Residents

First: We want to be clear

- We are all law abiding residents
- Who want to live within covenant restrictions
- We acknowledge the covenants have their justifiable place
- We don't want to make life difficult for the Board or Ourselves
- BUT, we ask that the covenants be reasonably enforced
- That's all we ask

# Why is this an Issue?

- Expense, Awareness & Enforcement
- Appearance
- Environment
- Permeability
- History
- Legal Precedent

# Expense, Awareness & Enforcement

- Expense
  - Many of us are single, with no spouse, on one income
  - Some recently lost their spouse
  - Many are retired
  - All of us are upset
  - One resident obtained a \$4,000 estimate
- Awareness
  - Most bought their units “as is”
- Enforcement
  - None in 20+ years

# Appearance Sod vs. Stone



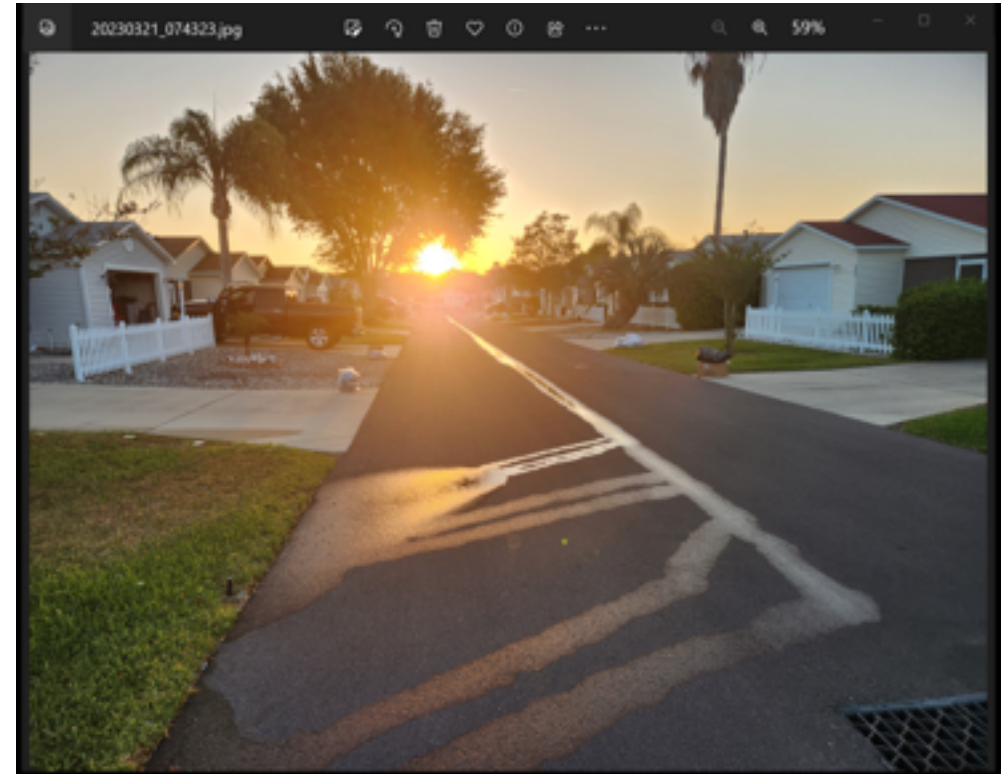
# Environment Water Matters (Especially when it's absent)



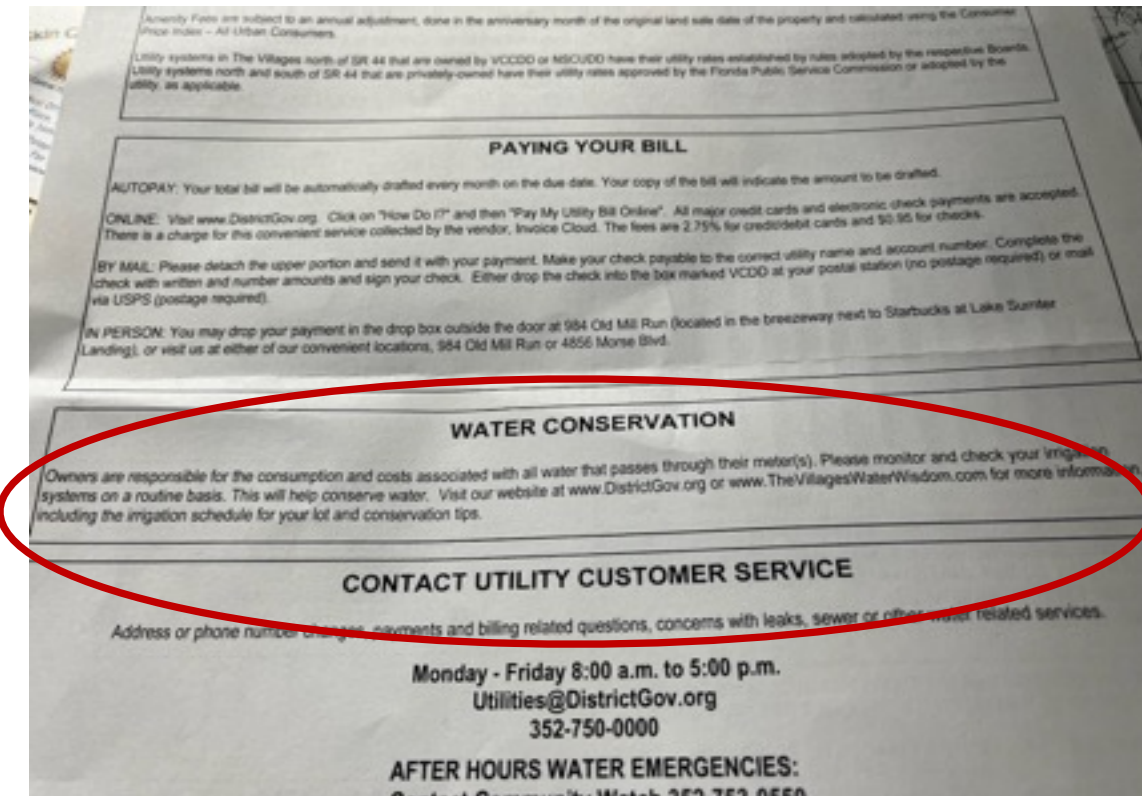
# Environment

## Water Conservation?

### Runoff from Sod Lawns



# Environment Of Concern in The Villages



Utility Bill



Ad for Next Week  
Discussion

# Environment

## Sod is not the Answer

Source: University of Delaware

- Americans spend \$30 billion annually on sod maintenance

# Environment

## Sod is not the Answer

Source: University of Delaware

- Americans spend \$30 billion annually on sod maintenance
- **Mowing as often as once per week**

# Environment

## Sod is not the Answer

Source: University of Delaware

- Americans spend \$30 billion annually on sod maintenance
- Mowing as often as once per week
- **Lawn mowers no longer exempt from EPA standards**

# Environment

## Sod is not the Answer

Source: University of Delaware

- Americans spend \$30 billion annually on sod maintenance
- Mowing as often as once per week
- Lawn mowers no longer exempt from EPA standards
- **Pollution: Average lawn mower is equivalent to 34 cars per hour**

# Environment

## Sod is not the Answer

Source: University of Delaware

- Americans spend \$30 billion annually on sod maintenance
- Mowing as often as once per week
- Lawn mowers no longer exempt from EPA standards
- Pollution: Average lawn mower is equivalent to 34 cars per hour
- Gas powered tools account for 5% of all pollution

# Environment

## Sod is not the Answer

Source: University of Delaware

- Americans spend \$30 billion annually on sod maintenance
- Mowing as often as once per week
- Lawn mowers no longer exempt from EPA standards
- Pollution: Average lawn mower is equivalent to 34 cars per hour
- Gas powered tools account for 5% of all pollution
- **Runoff causes algae plumes, resulting in harm to aquatic plants and fish**

# Environment

## Sod is not the Answer

Source: University of Delaware

- Americans spend \$30 billion annually on sod maintenance
- Mowing as often as once per week
- Lawn mowers no longer exempt from EPA standards
- Pollution: Average lawn mower is equivalent to 34 cars per hour
- Gas powered tools account for 5% of all pollution
- Runoff causes algae plumes, resulting in harm to aquatic plants and fish
- **7.9 billion gallons used each day in US on watering lawns**

# Environment

## Sod is not the Answer

Source: University of Delaware

- Americans spend \$30 billion annually on sod maintenance
- Mowing as often as once per week
- Lawn mowers no longer exempt from EPA standards
- Pollution: Average lawn mower is equivalent to 34 cars per hour
- Gas powered tools account for 5% of all pollution
- Runoff causes algae plumes, resulting in harm to aquatic plants and fish
- 7.9 billion gallons used each day in US on watering lawns
- Sod is not native to the US, so insects, butterflies have not yet adapted

# Environment

## Sod is not the Answer

Source: University of Delaware

- Americans spend \$30 billion annually on sod maintenance
- Mowing as often as once per week
- Lawn mowers no longer exempt from EPA standards
- Pollution: Average lawn mower is equivalent to 34 cars per hour
- Gas powered tools account for 5% of all pollution
- Runoff causes algae plumes, resulting in harm to aquatic plants and fish
- 7.9 billion gallons used each day in US on watering lawns
- Sod is not native to the US, so insects, butterflies have not yet adapted
- **Children in homes where pesticides used were 6.5X to develop leukemia**

# Permeability

- We understand that owners of Courtyard Villas were allowed stone

-

# Permeability

- We understand that owners of Courtyard Villas were allowed stone
- This was not permitted in the Patio Villas because apparently it would have made the overall permeability for La Crescenta unacceptable in the belief that stones were similar to concrete

-

# Permeability

## Concrete vs. Loose Stone

The longer water lays on the surface, more evaporation

**Concrete**



**Loose Stone**



# Permeability

- We understand that owners of Courtyard Villas were allowed stone
- This was not permitted in the Patio Villas because apparently it would have made the overall permeability for La Crescenta unacceptable in the belief that stones were similar to concrete
- Yet, stone is a recognized cover for French Drains based on its extremely effective permeability

Permeability

French Drains

The earliest forms of French drains were simple ditches that were pitched from a high area to a lower one and filled with gravel. These may have been invented in [France](#)<sup>[3]</sup> but [Henry Flagg French](#) (1813–1885) of [Concord, Massachusetts](#), a lawyer and [Assistant U.S. Treasury Secretary](#) described and popularized them<sup>[4]</sup> in *Farm Drainage* (1859).

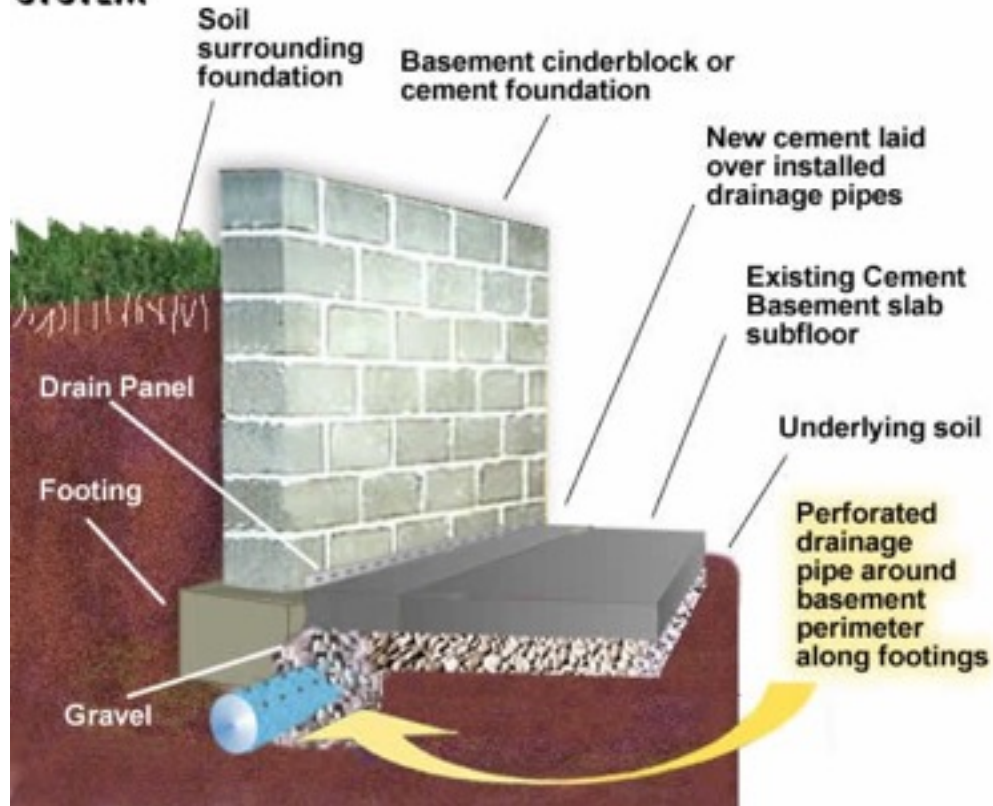
# Soil Permeability

- Speed of water's ability to move through the soil
- Affected by texture and structure grade

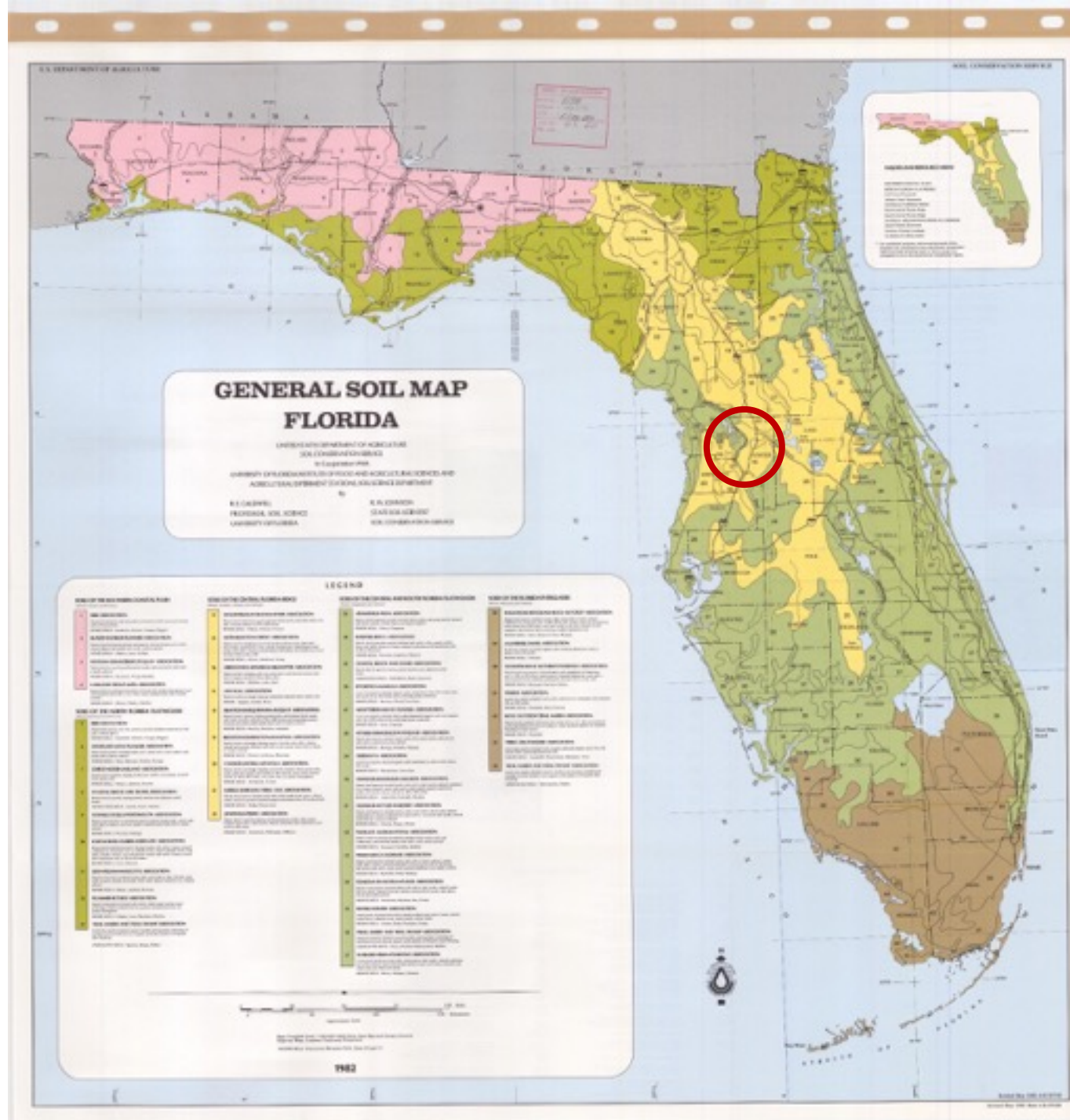


# Stone: Accepted Method of Drainage since 1859

## DETAIL OF INTERIOR DRAINAGE SYSTEM

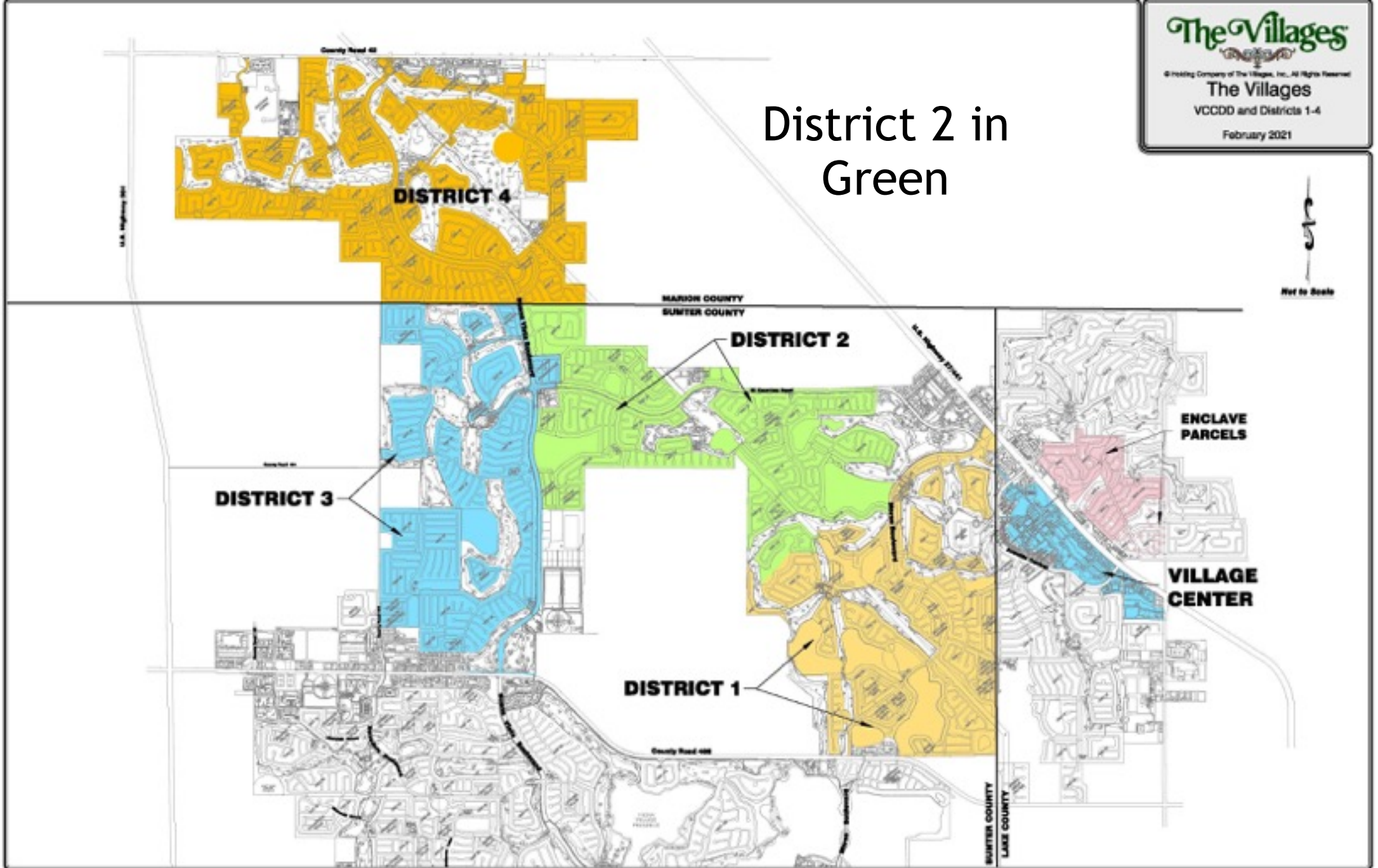


# Permeability of Florida Soils



Source:  
US Dept. of  
Agriculture  
Soil  
Conservation  
Service

# District 2 in Green



# District 2

Marion County  
Sumter County



El Camino Real

Enrique Drive

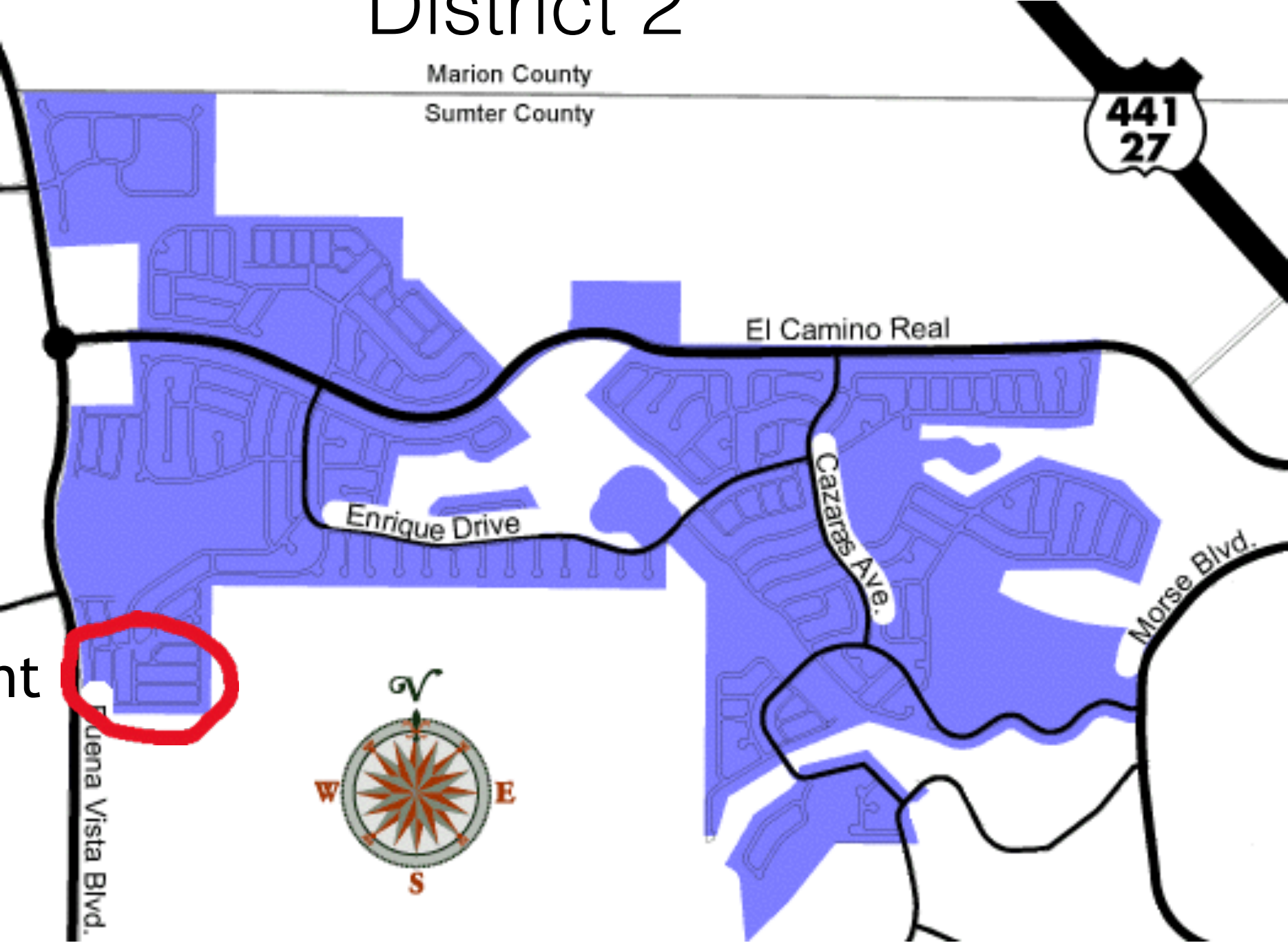
Cazaras Ave.

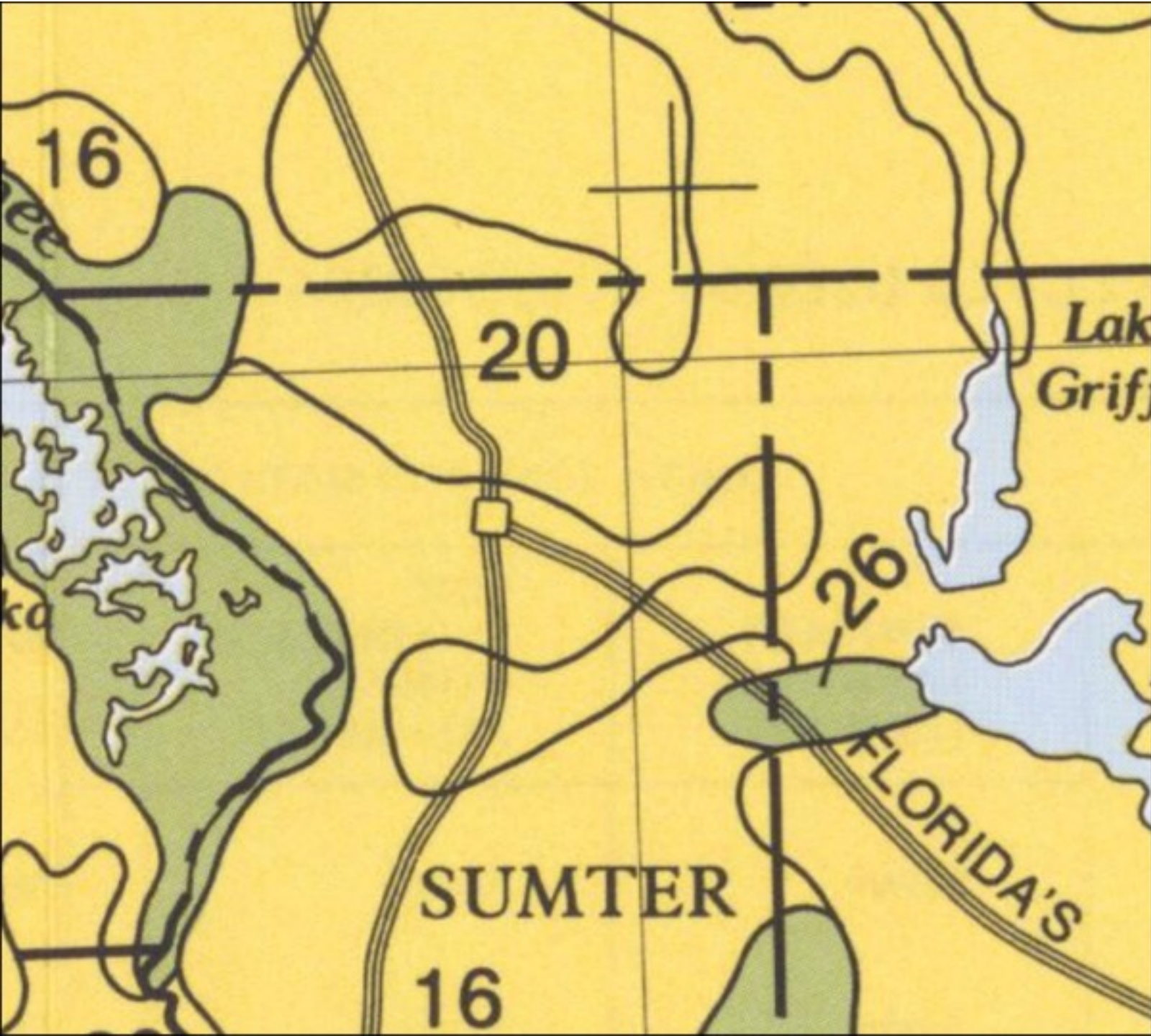
Morse Blvd.

La  
Crescent  
a



Fuena Vista Blvd.





Permeability  
Area 20  
includes The  
Villages

# Permeability

The soils under both the Courtyard Villas and the Patio Villas are both included here

20

## CANDLER-APOPKA-ASTATULA ASSOCIATION:

Nearly level to strongly sloping **excessively drained** thick sandy soils, some with thin loamy sand bands in the subsoil, some with a loamy subsoil at 40 to 80 inches, and some that are sandy throughout

MINOR SOILS: Arredondo, Tavares

Meaning that with stone landscaping they will drain even better into the aquifer than with sod

# History

- “Declaration of Covenants.....Villages of Sumter..La Crescenta” dated 4/7/1999, unchanged, as of March 2023 per The Villages website  
No mention of stone vs. sod in front yards.

•

# History

- “Declaration of Covenants.....Villages of Sumter..La Crescenta” dated 4/7/1999, unchanged, as of March 2023 per The Villages website
  - No mention of stone vs. sod in front yards.
- Susequent to 1999, (date unknown) ARC Manual issued stating “sod may be replaced with plant material, rocks, or decorative stones”

# History

- “Declaration of Covenants.....Villages of Sumter..La Crescenta” dated 4/7/1999, unchanged, as of March 2023 per The Villages website  
No mention of stone vs. sod in front yards.
- Susequent to 1999, (date unknown) ARC Manual issued stating “sod may be replaced with plant material, rocks, or decorative stones”
- ARC Manual later revised (again, date unknown) stating “..sod may only be replaced with other plant material. Rock is not an acceptable replacement for sod” for patio villas, but OK for courtyard villas.

# History

- “Declaration of Covenants....Villages of Sumter..La Crescenta” dated 4/7/1999, unchanged, as of March 2023 per The Villages website  
No mention of stone vs. sod in front yards.
- Susequent to 1999, (date unknown) ARC Manual issued stating “sod may be replaced with plant material, rocks, or decorative stones”
- ARC Manual later revised (again date unknown) stating “..sod may only be replaced with other plant material. Rock is not an acceptable replacement for sod” for patio villas, but OK for courtyard villas.
- **Prior owners, not present ones, replaced sod unaware of any restrictions and sold to present owners**

# History

- “Declaration of Covenants.....Villages of Sumter..La Crescenta” dated 4/7/1999, unchanged, as of March 2023 per The Villages website  
No mention of stone vs. sod in front yards.
- Susequent to 1999, (date unknown) ARC Manual issued stating “sod may be replaced with plant material, rocks, or decorative stones”
- ARC Manual later revised (again date unknown) stating “..sod may only be replaced with other plant material. Rock is not an acceptable replacement for sod” for patio villas, but OK for courtyard villas.
- Prior owners, not present ones, replaced sod unaware of any restrictions and sold to present owners
- **Decorative stone/mulch front yards have existed from 7 to 20+ years**

# History (continued)

- Selected owners that were informed of ARC Manual changes, were allowed to be granted permission for replacing sod with stone

•

# History (continued)

- Selected owners that were informed of ARC Manual changes, were allowed to be granted permission for replacing sod with stone
- Others, (previous owners) most likely may not have been aware of this requirement

•

# History (continued)

- Selected owners that were informed of ARC Manual changes, were allowed to be granted permission for replacing sod with stone
- Others, (previous owners) most likely may not have been aware of this requirement
- Present owners who bought from others, certainly not aware

•

# History (continued)

- Selected owners that were informed of ARC Manual changes, were allowed to be granted permission for replacing sod with stone
- Others, (previous owners) most likely may not have been aware of this requirement
- Present owners who bought from others, certainly not aware
- We, the present owners, did not make these changes

.

# History (continued)

- Selected owners that were informed of ARC Manual changes, were allowed to be granted permission for replacing sod with stone
- Others, (previous owners) most likely may not have been aware of this requirement
- Present owners who bought from others, certainly not aware
- We, the present owners, did not make these changes
- These changes and the different treatment of Villas vs. Courtyards were allegedly prompted by a concern of differences in soil permeability and maybe by a complaint?

# History (continued)

- Selected owners that were informed of ARC Manual changes, were allowed to be granted permission for replacing sod with stone
- Others, (previous owners) most likely were not aware of this requirement
- Present owners who bought from others, certainly not aware
- We, the present owners, did not make these changes
- These changes and the different treatment of Villas vs. Courtyards were allegedly prompted by a concern of differences in soil percolation and maybe by a complaint?
- Yet, as shown above, FL official soil maps reveal no discernable difference in the region.....

# Legal Precedent

## Nonenforcement of a Restrictive Covenant

- The Supreme Court of Florida ruled on this very issue in the case of *Chattel Shipping and Inv., Inc. v. Brickell Place Condominium Ass'n, Inc.*, 481 So.2d 29, 10 Fla. L. Weekly 2719 (Fla. App., 1985).

# Legal Precedent

## Nonenforcement of a Restrictive Covenant

- The Supreme Court of Florida ruled on this very issue in the case of *Chattel Shipping and Inv., Inc. v. Brickell Place Condominium Ass'n, Inc.*, 481 So.2d 29, 10 Fla. L. Weekly 2719 (Fla. App., 1985).
- Several homeowners had enclosed their balconies contrary to a local rule

# Legal Precedent

## Nonenforcement of a Restrictive Covenant

- The Supreme Court of Florida ruled on this very issue in the case of *Chattel Shipping and Inv., Inc. v. Brickell Place Condominium Ass'n, Inc.*, 481 So.2d 29, 10 Fla. L. Weekly 2719 (Fla. App., 1985).
- Several homeowners had enclosed their balconies contrary to a local rule
- Court ruled: “However, if the association were to simply begin enforcing a previously unenforced restriction without first satisfying the requisite procedural and notice requirements, its actions could be challenged”

# Legal Precedent

## Nonenforcement of a Restrictive Covenant

- The Supreme Court of Florida ruled on this very issue in the case of *Chattel Shipping and Inv., Inc. v. Brickell Place Condominium Ass'n, Inc.*, 481 So.2d 29, 10 Fla. L. Weekly 2719 (Fla. App., 1985).
- Numerous homeowners had enclosed their balconies
- Court ruled “However, if the association were to simply begin enforcing a previously unenforced restriction without first satisfying the requisite procedural and notice requirements, its actions could be challenged”
- The association then informed all owners that although the association would not take action against owners who had already enclosed their balconies, the practice was expressly prohibited by the governing documents, and this prohibition would be enforced going forward, meaning no other owners would be allowed to enclose their balconies.

# Legal Precedent (continued)

- The court determined that .....when an association adopts and implements a uniform policy that, as a practical matter as well as for economic reasons will be enforced only prospectively, the policy will not be deemed arbitrary and selective.

# Legal Precedent (continued)

- The court determined that .....when an association adopts and implements a uniform policy that as a practical matter as well as for economic reasons will be enforced only prospectively, the policy will not be deemed arbitrary and selective.
- Moreover, as the court stated in *Chattel Shipping*, “...the association may be legally estopped from forcing compliance from those particular owners who may have relied on the association’s non-enforcement of the balcony restriction (or perhaps even tacit approval) before undergoing the expense.”

## Legal Precedent (continued)

- In this case, after legal notices were issued, a homeowner went ahead anyway and enclosed his balcony and the court held in favor of the HOA that the homeowner would be legally precluded from doing so.

# Legal Precedent (continued)

- In this case, a homeowner went ahead anyway and enclosed his balcony and the court held in favor of the HOA that the homeowner would be legally precluded from doing so.
- Moreover, ...the new or changed rule or restriction could potentially be applied only prospectively and yet not be deemed to be arbitrary and selective.

# Summary

- In the interest of resolving this matter, we ask that the owners involved here, be “grandfathered” which will:
  - Recognize that we did not know about the restriction, nor changed the landscaping in question
  - We bought our lots, “as is”
  - Recognize the Villages stated desire to minimize water use
  - Save the owners from a considerable financial burden
  - Will not negatively affect soil permeability
  - Will not infringe on the Board of Supervisors’ right to enforce this restriction going forward if they desire

# Conclusion

- Grandfathering:
  - A Win-Win situation for all:
    - Residents
    - Board of Supervisors
    - The Environment
- Thanks for your time