

Pawnee Hills Community Association
Board of Directors Meeting
April 12, 2007

Board Members Present: Tina O'Bryan, Brian Cook, RC Cuellar, Steve Hamblin, Pam Schultz. Sandy Perry was present as Treasurer.

Meeting was called to order at 7:10 p. m.

Motion was made to approve the agenda. Motion was seconded and passed.

Facilities Report - Cynthia

What I have found out about gathering bids for remediation is that because of the age of the building, we would need to get an asbestos test and that is scheduled, if I can get it approved tonight, for next Thursday at 1:00 pm. It is going to cost \$200 to perform the test and write up the findings, \$25 per sample and they are required to do three samples from each material that needs to be remediated.

RC: Three samples from each material? So not like each location?

Cynthia: No. Each—like if they pull up samplings from drywall, they have to take three—

RC: Drywall samples.

Cynthia: Right. They are going to do the window caulk. They are going to have to pull three samples. It is to prove the validity of the test.

Steve: Is window caulk something where asbestos was found?

Cynthia: Actually yes.

Steve: Okay.

Cynthia: There is nothing regulating roof and materials and the roofing needs to be redone. It must be stated up front that asbestos-free material must be used. Materials to be tested are including but not limited to roofing, window caulk, insulation, and tile. The remediation company said because of the age of the building they require an asbestos test be done so that they know what they are getting into.

Tina: I can see a positive thing out of getting an asbestos test done on this building, then there won't be any question in the future if there is any asbestos in this building or not.

RC: But that's on the assumption that we are going to use a remediation company to get rid of the mold, right?

Cynthia: Actually, we are liable if we don't.

Steve: What is the can of worms, though, if we find asbestos? I mean, I see that as being—

RC: It is called asbestos abatement.

Steve: Yeah. So I mean, I see this as a never ending—you know, let's assume that there isn't asbestos because this is kind of right on the frame but, I mean, I can see this as just the ultimate money pit. I mean, you find asbestos and then what else and then you have to gut everything.

Pam: It could be. But what is the alternative, what I am not understanding?

Cynthia: What the remediation companies have told me is that if we do as much external tile, the sink, the leaky sink, the faucets, the toilet, the vanity, we personally tear that out which I can do, that will save us and then they just come in and remediate. They want to leave everything open. They have to make containment areas after they have cleaned—like, they will clean an area, they will create a containment area. Then they clean somewhere else and they create a containment area so that it stays clean. It is not being infected by any of the other areas. Then they have to come in and test to see if it is clear. If it isn't, they come back out and do it until we get it clear. Now, one of the things that has been mentioned is that some of these people are just telling us it is worse than it is so that they can make more money. One of the things I was cautioned to do early on, and I chose to do that, was have a different testing company than a remediation company to avoid conflict of interest. So I really would like to request caution to people to not go there, to please trust the professionals that we are calling out here or tell me to cease and desist right now because these people have better things to do. One of the things you said was what if we don't remediate? We did meet with the environmental protection guy and he said, because we are a private entity, they have no jurisdiction over us to require us to do that. But he said he would caution us to take appropriate action because the Board is now liable now that we have tests in hand and if we avoid taking care of it, then the Board is taking on that liability. And he said they can do nothing about it and he said it is usually in the millions if goes down that way.

Brian: That would include the asbestos? If we do that test, we own that documentation at that point?

Cynthia: The board would be liable. Now I found out from the remediation companies that they would rather not do the actual rebuild. If they do, they get a general contractor in here and they get people just like we would. So we probably would have to go out for the rebuild bid.

Tina: So have them remediate it and have a contractor come in and fix it.

Cynthia: Contractors –

Tina: Yes, have contractors come in and fix it.

Cynthia: And I said in my last three reports, if you have anybody you would like me to get bids from, please let me know. I have heard nothing.

RC: So they come in and, its not that I don't trust your judgment, I'm talking just from my experience and what I deal with on a daily basis, which is real estate, okay? So basically what you are saying is that a remediation company is going to come in here and do the tear out.

Pam: Yes, that's the point.

Cynthia: We are not doing anything that we didn't already need to be done. This isn't new. None of this is new.

RC: The difference is having it repaired through a contractor rather than having it repaired with a remediation company involved is my point.

Pam: But they are not going to do the repairs.

RC: Well, that's what I'm saying.

Cynthia: We are liable to disclose our report and you call a contractor and hear him say we have these molds, here is what can happen to you, you know, do it at your own risk. We are still—we knew and we didn't remediate it. I guess I am just a little more cautious than that.

Steve: Do we have any bids? Do we have any ballparks on what remediation is going to be?

Cynthia: I have one. The other one, Kingston Environmental, they are not going to give me their bid until an asbestos test is done because it will be higher if we have asbestos. Another contractor won't even touch us if we have asbestos. So far I have one for around \$4,000 to remediate.

Pam: And that does include some tear out? Like tearing out walls section by section as they go?

Cynthia: Yes. And set it up to be trashed. I can pull the toilet. I can pull the upstairs vanity. I'll pull the upstairs sink. There is stuff that can be done without getting into the meat of where the mold is. We can do everything, short of shutting down the building and then have the remediation company come in to clean the building.

Pam: The environmental fellow from the county said that if they continue to keep it open, then we better start posting some warnings.

Tina: Do we get the asbestos tested? I make a motion that we have Boulder Environmental Management test it. Do I have a second?

Brian: Can we back up here a second please?

Tina: Sure.

Brian: I've been a little slow on this but I've got the ball rolling. I have a very good family friend who we have known for 20 years and that is how long he has been doing asbestos and mold and general contracting for the last 15 years. I sent him—

Cynthia: Is he Haz-Mat certified?

Brian: I do believe he is. He has done mold and asbestos in schools throughout Lakewood.

Cynthia: Then he has to be Haz-Mat.

Brian: Yeah.

Cynthia: He did schools.

Brian: Yeah, he has been doing it forever. I took him our tests. I did that today. He said he was going to get back to me tomorrow on what he knows we have to take care of and he could give me a lot more information. I don't know a lot about that so—but I can have for you a lot more information, I would say by this weekend at the latest.

Cynthia: Is he willing to give us an estimate?

Brian: Yeah, I'm sure he probably will.

Cynthia: That's the kind of stuff I have been asking for, for three months.

Brian: The last five words he said were "I've got the information. I would be willing to bet that I can save you a lot of money."

Cynthia: By doing what?

Brian: By having him just look at the report and tell us exactly what he sees as a person who has been doing mold remediation and asbestos remediation for years. He said he has a firm that signs off on all of his work who does the required paperwork that the EPA requires.

Cynthia: Would he be willing to talk to me as well? Otherwise,--

Brian: Yes. That is why I called you earlier today, or e-mailed you.

Cynthia: I did leave you a message. Did you get my message?

Brian: I did.

Cynthia: Okay. I also tried to get back to you.

Brian: That's okay.

Cynthia: I know this is a hazard of doing this. If you are getting bids and I'm getting bids, we not having the same conversations with the people. If you and I will meet everybody, that would be great, if I will meet them all, or you want to meet them all.

Brian: Sure. I just got the ball rolling. I do not want to take care of everything. I want you to be in control of it. All I want to do is get the ball rolling.

Pam: My question is, who gives us a clean bill of health after it is done? This guy is not in a position to do that, is he?

Brian: No, but he has his company that does that kind of thing.

Pam: Which would be similar to the company she used, right? Where they come and retest?

Cynthia: Okay, now that is what we are trying to—that is a conflict of interest that I was cautioned to avoid.

Brian: Okay.

Cynthia: Is having a remediation company come pick their own clearance company. They need to be separate but these people didn't send me to this tester and I wasn't sent—one of them I got one name from him. Everyone else I got from calling, like, a ton of people in the business to get records of companies they trust and, you know, I got a lot of "this guy is a fly by night guy"... "Don't use that company. They are a nightmare." I really was cautioned from the get go not to have anybody related do the testing, remediation, and then retest because it could just cause a conflict of interest.

Tina: Okay, let me ask you this. Brian, you are saying in a couple of days you think you are going to have more information.

Brian: I'll have a lot more information.

Pam: Does that mean we can meet next Thursday for example? Because I don't want to put this off.

Tina: And what I'm saying is that we've got somebody that can do the asbestos testing scheduled for the 19th.

Brian: That's kind of tight.

Pam: He is still going to require the asbestos testing?

Steve: Yeah, I was going to say, I don't see the cause and effect here. Let's go ahead and do the asbestos testing regardless. I agree with you there.

Tina: So I'm looking at, we still can do the asbestos testing—

Pam: Well, he is saying he won't require the asbestos testing.

Brian: He is not going to require it. He knows—he has dealt with buildings for the last—

Tina: Okay, so you are saying that he knows a remediation company that will come in here that doesn't require—

Brian: He is the remediation company.

Tina: Okay, so he is saying, "I don't care whether there is asbestos here or not."

Brian: He doesn't care. He knows how to deal with it.

Tina: Is there still a risk involved with—

Cynthia: No. He takes the risk.

Brian: He is a contractor.

Tina: He takes the risk.

Cynthia: Because he makes that decision. None of the other remediation companies I talked to wanted to touch it without having an asbestos test done.

Tina: Okay, let's make sure.

Brian: I will need to get more information.

Cynthia: He takes the liability.

Tina: Go ahead, Steve.

Steve: I've got a couple of issues here. One was, let's just—because, you know, the pool is about to get opened. We've got all these different things coming on. If this mold is as dangerous as people are telling me, why are we sitting in it in the first place and this building isn't boarded up completely because, I mean, if it is so damn dangerous, we shouldn't be in here either. So I mean, we've got that whole issue and I'm not totally resolved on that. But, assuming that we've got certain mediation companies that do want to do this, that we are at 5 or 600 bucks, that you can be sure that there are people within this community that are going to say, "I think there is asbestos" at some point. And once, you know, that that is even hinted, that we might as well go ahead and get the testing done regardless. The only reason I say that is that, if we are going to move forward with this and I'm not saying that we are, is, you know, we are getting too close to where time is of the essence type of thing and if it is going to take a week or two to get those kind of results, you know, if we are going to continue down this path, I say let's get tested for asbestos so that we can—if your buddy will do it without worrying about the asbestos, that's great, but if he is not the bid and we have people that do—

RC: We are still going to get attacks for it.

Steve: Yeah.

RC: But I do have one other point, are we kind of putting the cart before the horse?

Pam: Deciding whether we need to remediate first?

RC: Well, don't we need to get the drainage problem fixed first?

Cynthia: Well, that is part of the remediation. The companies I have so far will all do that drainage first. In fact, they all said that. Until you correct the cause, they will not start the remediation.

RC: Well, yeah, because that means it is just going to come right back.

Tina: Absolutely.

Cynthia: None of these people are going to come and clean it up when the source of the problem is not corrected first.

Pam: Well, if that's the case, then we don't have a big hurry because we have to get a contractor to take care of the drainage first. I mean, really, before we do any of this.

Cynthia: Now, Kingston, who is waiting on the asbestos test, will do the drainage as well.

Tina: See, we have got some that will do it all; the remediation and drainage.

Cynthia: They won't do the rebuild but they will correct the drainage and do the remediation. I have no bid on them because it is pending and they said when you do asbestos, it gets a little more costly; you have to take a little different precaution than you do with mold.

Pam: Won't the remediation company hire a contractor to do the drainage? Do they actually do the drainage themselves?

Cynthia: Okay, they will but it will be more expensive—

Pam: Well that's what I'm thinking. I think we need contractor's bids for drainage, I mean really.

Cynthia: This guy, Kingston, didn't want to wait to get a test. See, it's kind of a catch-22. The one guy will do the drainage, the other won't. I don't know if your guy does landscaping or not, if he has a landscaper that he has coming in to do that? I don't know that.

Brian: He is a general contractor so he can probably get the bid.

Cynthia: I would love to hear this guy. I would love to get the information. He can give it to me in two days? I would be happy to meet with you over the weekend. If you are going to meet with him, I will sit with you while he talks to you. I don't want to spend any more money. This is my money too. If this is—there is wisdom in that decision, I would rather support that.

Tina: Let me ask you this. Can we do a time frame thing? So if we do not hear from Brian's contractor or if it is not going a certain direction by a certain time, then can we go ahead and do the asbestos testing? That way we don't have to keep meeting and figuring out what we are going to do next.

Cynthia: I'm take vacation from my day job to come meet this guy so I need to know—

Tina: Do you know what I'm saying, Brian? I'm willing to give a plan B here so that we don't have to meet again so that we don't have to go through everything again. Brian gets the information, Brian and Cynthia work together on this. If they can find contractors that won't need the asbestos testing and we are going in the right direction and we are okay with this, still knowing that all of us want this mold out of here. But nevertheless, I think that we've got something here that is solid and I am willing for change but the backup plan is that we go ahead and have the asbestos test.

Cynthia: Okay, but I would like to sit with them if I can and talk to the person. I have listened to all these people and met with all these people. I would like to sit and listen to the gentleman and see what he has to say.

Tina: Absolutely. But still be able to have the plan B of, if this falls through—

Cynthia: If we make that decision after we meet, would you trust us to make that decision after we meet?

Tina: Totally.

Cynthia: Are you okay with that?

Brian: Yeah. All I need is a little bit more time, a few days. He will tell me whether the asbestos thing is an issue. He is going to tell me whether the mold thing is a real big issue. He is going to tell if—he knows whether it is a big issue or not.

Cynthia: I did have an environmental hygienist look at our mold report and he said the one mold is airborne. I have had three people now who looked at it. I've had five or six that don't ever get back to you. And they all said the one mold that is the one airborne mold, if you are allergic to it, it is bad. So you have somebody come in here and they are allergic to it, then it is terrible. But if you are not allergic to it, then, you know—

RC: Kind of like peanuts.

Cynthia: It is like peanuts. We know the mold exists and we know it can be taken care of.

Tina: Steve, where are you at?

Steve: Well, I guess my thing is that, the only dangerous mold is airborne mold. I mean, what is to keep that from recurring?

Cynthia: That is not the only dangerous. It is the most dangerous, the biggest problem.

Steve: It just seems like we are kind of going back and forth. It seems like, again, that if we haven't even gotten a thing to correct the drainage, you know, I think, you know, if you go with a project plan and you can have projects overlapping, but that we need to—you know, we are getting all the remediation, we are getting all the other things, we have got to get the drainage and that is what we should be focusing on first because we can't proceed with anything else.

Pam: Yes, we should be focusing on it and we should be focusing on it next week and make some decision because the pool is opening in what, less than two months and we are behind the ball and we better get going on some of this stuff and I don't disagree with anything you said. I am all over it, that's fine. But I'm saying, in the meantime, if he doesn't do drainage and doesn't want to give a bid, we better be getting bids in the next week even.

Tina: And if we need this guy to do the bid and he has to have the asbestos test, then we have to get the asbestos test. So that is just—

Pam: He wouldn't have to have the asbestos test to do the drainage.

Steve: He is not going to have to have the asbestos test for doing the grading outside—

Tina: Not the grading outside but the repair to the wall inside.

Pam: We are talking about the drainage.

Steve: We are talking about drainage because until we get that fixed, we can't proceed with anything else.

Cynthia: Well see, one of our people will do that pending the asbestos—

Tina: Okay, let's do this. Are you guys—the rest of you, comfortable with Brian and Cynthia getting together with the information that these two are going to get from this other guy and if it looks like we don't need the test, then we don't do the test. If it looks like we do need the test, that we do the test.

Cynthia: And in the instance we disagree?

Tina: You know, then we are going to have to bring it back to—

Pam: The only question I have is, if he doesn't require the asbestos test and he will give us a solid bid, but the other companies won't give us a bid without it, are we getting apples to apples bids on things? Are we getting all the bids we should be having?

Brian: So I will just call the gentleman that is our friend—

Cynthia: Who is he with?

Brian: He has his own company. It is EC Construction and I don't remember what the remediation company—I'll think of it in a minute. I only know from his experience. I can only say that the man did remediate asbestos and mold from almost every school in Lakewood and Arvada from elementary—these are elementary, middle school, and high schools. I was there doing some electrical work helping them out when I was in the field. I would go there and they've got this whole hallway, you know, 200 foot of hallway all draped off and they've got this mask on and they are like—the man has references. He has knowledge—

Cynthia: Can you get a copy of their liability insurance?

Brian: Sure.

Tina: So, how about if we—are we okay with that? Steve? RC? Are you guys okay with just, you know, if they come into a stumbling block, they will come back to us. Otherwise, if it looks like we don't have to do the asbestos testing, we won't. If they say yes we do, than we do it. Everybody okay with that?

Pam: I'm okay with that and I also want to say, because I am really getting nervous about this, that hopefully he will give us a bid also for the drainage. Whether he does or he doesn't, Cynthia, can you become active on getting some drainage bids because that has to be decided.

Cynthia: What are you guys willing to approve? I need to know because I can get bids all day long.

Pam: Cynthia, I thought you were just getting them from the mold people. I didn't know you were getting any independent drainage bids. I thought you were just getting them from the remediation companies.

Cynthia: Okay, this mold person uses a contractor.

Pam: Right, I know.

Cynthia: And they gave him my number and of course did they call me?

Pam: Don't you have somebody that you feel like you would want to pursue for drainage bids?

Cynthia: No. The one guy—I got one bid two, three years ago but never called back.

Tina: Mile High. Can we get Mile High?

Cynthia: We could also get Mile High Contracting.

Brian: So you apparently need more bids on it?

Pam: Well, you want more than one bid don't you?

Brian: Yeah, usually two to three.

Pam: As many as we can.

Cynthia: I need references and I need liability insurance and I don't mean general liability insurance. They have to have liability insurance for what they are going to do for us.

RC: They also have to have Workman's Comp.

Dawn: Can I ask a question about the inspection?

Tina: Yes.

Dawn: If this Board is looking long term at plans, somewhere along the line you are going to have somebody say you need that asbestos report anyway. We are an old enough building that it is going to come up again anyway.

Pam: When would it come up?

Dawn: When they are changing out caulk, roofing, siding.

Brian: Roofing won't come into play.

Dawn: Roofing could depending upon who you are and what contractor you use. Your siding—some of the siding under the aluminum siding could actually have asbestos in it so you go to picture aluminum siding, it could easily be that they would come back for it. You will have a report that can be used—it can be used either way.

RC: I hate to keep saying this but we are putting the cart before the horse.

Tina: Okay, let's just do this. I think we are in agreement that Brian and Cynthia work on this. If they can find contractors that don't need the report, then we don't need to have it done right now.

RC: You do not need an asbestos report to fix drainage outside.

Tina: But that's what I'm saying. He might—as a whole, we might not need the asbestos report so you are right RC.

Steve: But they would do the drainage regardless. Even if we said we don't want the remediation but we want the drainage done, you quoted that, do that, okay.

Cynthia: The swimming pool specialist has had to reschedule which means, due to adverse weather conditions, many times, like five or six. He was going to meet with me at 4:00 on Friday or Saturday morning. Have you seen the weather? When we met with the EPA guy, he has no jurisdiction over our building. However, he does over our swimming pool. That is required before we can open the pool, period. They have to have the initial test and the followup test after the repairs are completed. We have to get American Leak Detection back out here to test it after the repairs are done before we can open that pool and that is state mandated and the county and we are already on record with them. That has to be done. We don't have a choice. The guy I have has 35 years experience. We won't know how much it costs until he gets in and looks at it and we haven't been able to—

RC: Haven't been able to look at it. Alright, because that is—

Cynthia: We won't actually know until he gets into it. If it is the main drain, we can actually, according to him, seal off the drain and we talked to the EPA guy. That main drain was sealed off for years. We have a small leak in the skimmer but it is going to be virtually nothing to repair. The biggest thing is that main drain where the leak is. How far down it is, they could tell where—that it was a main drain. They can't tell the elevation of the leak until you tear off and we may be looking at replastering and all kinds of—

Pam: Yeah, who knows. I mean, we have no clue. Whatever it is, it is. We have to eat that one.

Cynthia: Until I talk to him, I don't know but those are some of the options we are looking at.

Steve: If they will let us seal it off, then, what, if you need to drain it, you just throw something in and drain it that way?

Cynthia: You can actually drain it from the skimmers.

Steve: Okay.

Cynthia: You put a hose in it and—

Steve: Okay, sure. Sure. Okay.

Cynthia: You can vacuum it off through the skimmers, which we did for years and years. And you never completely drain a pool because it needs that equal pressure because of frost heave. You only drain it below the skimmers. You blow out all the air lines, plug them and so there is always water in there. Currently, we have a plug in the main drain so it is not leaking into the ground at all.

Steve: Well, that sounds like a great solution. Right now, the fact that, you know, just leave the plug in and call it fixed.

Cynthia: Well, the plug is a temporary fix.

Tina: A temporary fix that we have already thought about, but we need to fix it the right way.

Cynthia: Next on the list, the electrician has a completion target date of mid-May and he feels once he runs across an unforeseen problem which is at any construction site, he doesn't see any problem with having that done by mid-May.

Pam: So are we going to set a meeting time for like, next week to hear what these guys found out and to—or are we just going to wait?

Tina: Well, I think basically we are back to square one. Not really square one. I take that back. Cynthia and Brian meet. If they find out they don't need an asbestos test, we don't get it done and they move on with getting bids without it. If we do need it, then they just go ahead and it is scheduled for the 19th and we go ahead with it.

Brian: As soon as I get any information I will just e-mail everybody.

Pam: I'm saying, we may be in a position to make a decision about some things. Such as remediation. I don't want to wait another month if we don't have to.

Tina: Well, if we have to call another meeting, then we will just have to call another meeting.

Pam: You can set it up because I know what it is like trying to set it up after we all leave here. That's my point. It is awful.

Tina: Well, let's see what Brian and Cynthia come up with.

Pam: Okay.

Tina: And then whatever they come up with, and then just, Brian, give me a call and then let me know where you think you are at and then we will determine whether or not we think we need to call a meeting or whether we are all in pretty good shape. Okay, I think we beat that horse to death. Does anybody have anything regarding the electrical situation, the pool situation that we need to talk about before we move on? Okay. The meeting minutes for March 8th, Pam has got those in her possession. She is going to review the minutes, get them all taken care of and sent out to everybody and then she is also going to do the summary for the newsletter and get that all out to everybody.

Treasurer's Report: (Sandy)

Listing of checks written and discussed.

The bank balances: Checking Account \$9,091.54, Savings Account \$13,165.99, Reserve Account \$16,216.95, Unpaid Dues \$4,479.17, Outstanding Legal Judgments \$3,612.37. Covenant Violation Fees \$1,000.

Motion to approve the bills as read. Motion was seconded and passed.

Architecture Control Committee (ACC) - Judy Trawinski.

Tina: There has been a plan that has been approved. This is a building that is being built at 1386 Pawnee Parkway that has been approved by ACC on 3/28/2007.

Buildings & Grounds - Stephen Gile. Not present - no report.

Covenant Committee - Chuck Nichols. Not present - no report.

Directory and Welcoming - Sandy Perry.

Sandy: My name is off of the directory. It is Walt. I sent him an updated Homeowners list from January.

Equestrian - Steve Gile, RC Cuellar.

RC: If it ever dries up, we will start doing something.

Newsletter - Susan Laessig. Not present.

Tina: Susan is not here so RC, I am going to give you this that needs to go into the newsletter. Obviously, the balance report, the treasurer's report goes in and—does anybody else have anything for the newsletter for RC to get to Susan? Okay, moving on.

Nominating - Pam.

Nothing to report.

Website - Sandy Perry.

Sandy: Underneath the legal page we still have all of the orders and everything that deal with the Haan's case, the Lee's case, and the Beireis's case.

Pam: It's history.

Sandy: Should we pull all that off?

Pam: Why would we?

Sandy: Why wouldn't we?

Pam: Why would we? I mean, it is a historical file on court cases at this point. Why would we?

Sandy: It is but they have been up there long enough. The cases are resolved. And there are quite a few other legal matters that are not posted up there.

Pam: Well, just put the most recent at the time.

Steve: I guess I don't understand why we have to put it on the website.

Pam: She's talking about the court orders, aren't you?

Sandy: Yeah, I'm talking about the court orders, the declaratory judgment, this, that, and the other—

Pam: I would like to leave them on there. I think a good reason, for example, is Haans have 30 months to get rid of their chickens. I would like to know when that 30 month date comes up without doing five hours of research.

Steve: I think that—you know, I will disagree with posting anything like legal things in newsletters, on the website every month so I will just stop there.

Pam: I think the community ought to know what the court ordered.

Steve: I think that's gossip. I think that is crap.

Pam: It's not gossip. That is an order of the court. How is that gossip? How is an order of the court gossip?

Steve: There is lots of orders of the court. I don't know that we have to wave it in people's faces.

Pam: How is that gossip?

Steve: Okay. I will rescind.

Pam: We spend money on it. I think people have the right to know how it was resolved.

Steve: Okay.

Tina: And it is still not resolved. I mean, we are still in the waiting period of the Haans and Beireis's still isn't done and, what was the other one? Linda Lee we are still disputing.

Sandy: Okay, then does this need to get posted then to finish up that part of the story?

Tina: Yes. This is the Larry Beireis thing where it was the—the satisfaction. Well, did we do satisfaction of judgments? We haven't done satisfaction of judgments.

Pam: I have never seen one before.

Tina: Other homeowners that have paid up when we have taken them to court.

Sandy: And that's what I am saying, that those people have never been on like this one. There is no mention of this at all on the website. Now, do you want me to put this up there so that people know that the motion to dismiss with prejudice was there? Now, we didn't actually pay for any of this I don't think. I mean, we should have been reimbursed for all of this, so is that where you are drawing the line or—I just—I mean, if we are going to post court orders and things—

Pam: I'm just talking about judges' orders.

RC: Let's talk about this a little bit more. Why are we continuing to post this stuff?

Pam: Why wouldn't we?

RC: Why would we?

Pam: The reason we would is because the community is investing thousands of dollars on each case—

RC: And they could see it any time they want—

Pam: Why are you trying to hide it? That is what I want to know.

RC: You know why? Because it is time to move on.

Steve: I think it breeds ill will.

Pam: There is nothing wrong with posting what we spent thousands of dollars on to see how it was resolved. I see nothing wrong with that. I think the community needs to know exactly what we are doing.

Steve: I do too but I think that you are taking it personally. You know, if we are going to do that, why aren't we posting the satisfactions of the law orders—the court orders or are we just going to leave it out there that they were bad and we are not ever going to say that they satisfied it. That is wrong if we are going to do it that way. You post everything.

Pam: I'm saying, when a judge offers a decision, that is what needs to be posted. When we have taken somebody to court and we have spent thousands of dollars and we get a decision, that is what needs to be posted. That is my point.

Steve: Okay.

Pam: And it is not personal. I would do it to Tina O'Bryan. I would do it to RC. If you push us to the point where we go to court and spend \$5,000 on your case, then the resolution of that case should be posted. If I have it my way, yes indeed.

Sandy: Now, we are also posting the supporting documents. I mean, a copy of the brief and, I mean, all of that kind of stuff. It just kind of comes all through.

RC: In the matter of—we talk a lot about legal issues here and setting yourselves up for libel and covering your butt, if you are setting—if you are putting some of that legal stuff up there, sorry, you better start taking out your scanners and start putting it all up.

Pam: And that's fine with me. I will post it. I have never had the question presented before.

RC: But it all has got to be done.

Sandy: And that is what I am trying to ask is, I mean, this is actually a lawsuit with our name on it as the plaintiff and I was just going to check in here because—

Tina: A lot of those didn't make it all the way to court.

Sandy: Exactly and they were dismissed.

Tina: They were dismissed because we told them we were going to take them to court and they went, "What do I pay?" And that was it.

Pam: It didn't go further.

Tina: It didn't go to court. So all of this stuff, if it went to court, I would say absolutely it goes up, but all of the other stuff that got resolved without going to court, then we don't have to post.

RC: There still has got to be a point where—I mean, that is all part of our public record. It doesn't need to be posted on the internet.

Pam: If it goes to court—

Sandy: And then in that case, I don't think—I think the only thing I have on Rowland is setting of a court date and that isn't posted. Do you want that posted?

Pam: Setting of the court date?

Sandy: Yeah.

Pam: Court date?

Sandy: It is a document that looks kind of like this and it says "Motion for Setting a Court Date."

Tina: Once we get a judgment or a decision from the court, then that would be posted.

Sandy: Okay, so then for, like the Haans, I should take out the whole—the complaint and all of that and just leave the order of the judge where he says it is a wash, nobody pays for each others' fees? For Linda Lee, just the one that just says she owes whatever amount and not the supporting documents that say what the suit was about? I'm just trying to find out what to put on there, what is being left on there too long or, you know, are these things going to cycle through or—so far, they haven't said anything about me hitting or coming close to any kind of disk limits on the site.

RC: You know, I think it is a big enough issue right now that we should put it to a vote on the table and I would like to make a motion that we remove all of the legal from the website.

Tina: Do I have a second?

RC: I second it.

Tina: Discussion?

Pam: I have already made my views as clear as they can possibly be.

Tina: You know, I really think it is important that new homeowners know that we uphold the covenants. If they move in and decide they want chickens, then they will see that it was already tried in court that if they got chickens and the board went after them that they would lose. They can see from the website that it was tried in court. It is a deterrent for a new homeowner to come in here and think that they can live out in the country and do whatever they feel like doing.

Brian: On top of the covenants.

Tina: Yeah.

Brian: They read the covenants and still think they could do it.

Tina: Yeah. I mean, it is a history, it is something that I consider a little bit of a deterrent and we are not done with the Haans. That case isn't over yet because that doesn't mean that they are going to come in compliance.

Steve: If I was a new homeowner—I think that what you said is what concerns me is, I think if I was a new homeowner looking for something out here and I looked at that website and I saw that we were worried about disk space on our website because of legal stuff, that I would certainly look somewhere else. And I would look very seriously at someplace else.

Tina: And, I don't know.

Pam: That might be a good thing.

Tina: Yeah, that might be a good thing.

Pam: I don't think that is a bad thing. I think they have a right to know if they want to move here. I'm not going to hide it. I don't know that—

RC: We are not hiding it but you are also not, you know—

Steve: The information is available.

RC: Is everywhere. They can get it through the court system. They can get it through our documents.

Tina: Yeah, but who is going to do that? It is so much easier to just pull it up and go, "Oh, that's what happened to that."

RC: It is in so many different places that do we have to, like—

Steve: This is something that I do not remember being posted in the newsletter when I first moved here and, you know, that it came in and the first time I saw it I thought it was wrong and I still feel that way. I think that, you know, we are a community, that it is not, you know, I just think that it takes away any spirit of community to be putting that out every month and having it on the website. And I think that part of our job as a Board is to build a unified community and I don't think—

RC: Well, whether we associate with each other or not, doesn't matter. I mean, we are not going to get together at each others houses and have tea and crackers, but we don't need to put out this on the website, our website should say that we are a community. You know, I mean, that is how I look at it. It's like, let's resolve our issues and move on.

Tina: Okay, so are you saying that none of the legal goes out or the legal goes out and as soon as it is resolved it goes off?

RC: I don't think our legal should be up on the website.

Steve: I think, you know, the meetings are public records—

Tina: So the motion is basically to pull all of the legal off.

Steve: Yes.

RC: Exactly what the motion was. Pull all of the legal information off the website.

Tina: Okay, Dawn.

Dawn: I was going to say, since you already know how I felt about putting this stuff out on the website, that I felt it would deter potential buyers and it would definitely devalue the property value.

Sandy: I guess the only comment I have is, I am worried about consistency.

Pam: Um-hmm.

Sandy: When it comes to matters, I mean, we've got covenant violations and we've also got collections and that gets kind of, I think a lot more private. I mean, I don't think we should publish a list of everybody who is delinquent and how much they owe.

Tina: Right.

Sandy: Or things like that but then if you are going to say let's put all of our legal onto the website, then next question is, do we put our collection lawsuits on there and I don't have a current copy of our most recent newsletter because I don't even know that people who are in collections, are they showing up on the legal charges on the newsletter? Does anyone know?

Steve: I don't believe so.

Tina: No, I they are not.

Brian: I don't think so.

Sandy: Okay. So I mean, we can make that distinction like, okay, there are the covenant people, there are the collection people. I just want to be consistent. I mean, if you say, yes, put the legal out on the website, then it is going to be like, okay, you know, is it all or nothing or what? If it's—

Pam: The only thing I was concerned about and that I thought was important was verdicts rendered, resolutions. That is the only thing I felt was important.

Sandy: Well, okay—

Pam: That's just me.

Sandy: Yeah, like, I believe in the Linda Lee case, there is like a one or two page document from the judge that gives his reasoning for things and then he says, you know, fees will be paid and submit briefs describing legal fees. A couple of weeks later, we get this order from the judge that says she pays this amount. Period. End of statement. I mean, it is like a two sentence thing. Are you wanting both of those documents up or just the one or do you want the background?

Tina: Well, right now, Sandy, the motion is whether or not we even have it on or off. So—

Sandy: Okay. But if the motion goes to yes—

Tina: If it goes one way or the other then we will decide how we do this. So, any other discussion that we have on this?

Dawn: You did have it on the floor?

Tina: Yes, absolutely.

Pam: My reasoning was simply, if you are spending thousands of dollars on legal, you might want to know what happened. Without making an appointment and asking to review records.

Steve: But that is recorded here at the meeting and notes—copious notes are taken and those come out to us—

Tina: I think that what I would end up doing, to be honest with you, is, I am in agreement to go ahead and pull it off the website but it would be a verbatim reading into the minutes. So that judgment and everything about it would be in detail in the minutes reflecting that. It is not now, it is just saying that, you know—

Pam: And if they want to go look it up, they can go look it up. That is how it is currently.

Sandy: But you summarize it. I mean, like, for, like, in this case—

Tina: Yeah, we summarize it but this time I would—if it is not going to be out there, I'm just going to actually read the whole thing of the case—

Pam: Case submitted to the court, you know, the 10 pages they submitted. You know what I'm saying?

Tina: Everything would be detailed into the minutes for the record.

Steve: Why would all of that have to be in the minutes?

Pam: Because you have to have a record—

Tina: You have to have a record somewhere.

Steve: You can just say that it has been filed, you know, that the judgment was rendered and it was filed and is, you know, that would be all that you'd really need in the minutes. That, all you have to do is reference it and say that it has been filed in accordance with policy.

RC: And that document becomes part of your permanent records.

Steve: And that's it. You don't have to read verbatim into the minutes.

Tina: Well, I would read exactly what the judge's order was. But anyway, that's not the motion. You are right. So that's all I'm saying is that, one way or the other, the information has got to get out there. Whether it is in the minutes, whether it is in the newsletter, whether it—one way or the other, the information is going to get there in my opinion. So whether it is posted on the website, I don't care. Whether it is in the minutes, I don't care. Whether it is posted in the newsletter, I don't care. One way or the other, this community is going to have all of the information out there.

Pam: Without asking for an appointment to see it.

Tina: To review it. Because sometimes you don't know what to ask for if you don't know it is there.

Tina: Anybody else have anything else that they want to put in before we call this to a vote? Okay.

Steve: Somebody restate the motion?

RC: The motion is to remove all of the current—to remove all of the legal from the website. All legal information from the website.

Tina: All in favor? Three yeses? Two nos.

Pam: So there you have it.

Tina: Motion passed.

Sandy: So it's—I mean, everything.

Steve: The legal bunch goes away.

Sandy: Including the class action?

Tina: Yes. Everything goes away. Get it out of there. Everything goes away. Let's go ahead and go on to open forum real quick like. I want to make sure that everybody who is here that has something to say gets a chance.

Open Forum:

Nothing for open forum.

Board Business:

Tina: Has anybody had the chance to go over the ACC Rules and Regs?

Pam: Yes, I went over them.

Tina: Okay, well, alright, so we are not ready to deal with that one yet so we will put that on hold. We do need to talk about changes to the pool rules sign. We needed to add additional signs to the gate entrance and into the pavilion. What we are trying to do is get some signs up that say "no smoking"...

Pam: We have to change the rules.

RC: May I ask, what changes are proposed?

Pam: We need somebody to propose them.

RC: We need someone to propose them?

Tina: I guess I could write down exactly what it is and then hand them to everybody and then we can make the appropriate changes. Pam and I actually had some good ideas at one time but I've forgotten what they were.

Pam: Maybe if I read them again I will remember what we were thinking.

Pam: If I can find it, there was some stuff on Hindman Sanchez's website regarding pool rules. At the time I read it, I remember thinking that we needed to change a few things. So I will see if I can find that.

Tina: Okay.

Communications from the Community Members:

We have a letter from Dawn Hill and Cliff Stephens dated March 28, 2007: Board of Directors for PHCA. According to a representative of the ACC and confirmed by a member of the current Board of Directors, the following addresses have not requested approval for the alteration of their properties to create motocross courses: 1174 Sioux Trail, 35246 Cherokee Trail. Please accept this letter as notification of violation of the following covenants: Article 6 restrictions on driveways. No trees may be cut or grading accomplished on any lot without the owners obtaining prior written approval of the Board or committee. It is intended that driveways be kept to a minimum and be so located and constructed as to minimize dangerous intersections and to maximize the retention of the natural character of the area. Article 6 restrictions on use 9 landscaping. All surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses but if owner desires further landscaping to change the character of a lot, he shall submit landscaping plans to the Board for approval. The Board may approve the construction of gardens, lawns, and exterior living areas. Article 6 restrictions on use 15. Nuisance and firearms. No noxious, dangerous, or offensive activities shall be carried on within the subdivision nor shall anything be done or committed which

shall constitute a public nuisance therein, nor shall any hunting, trapping, or other activities be carried on which require the use of any type of lethal or dangerous weapon. Nuisance definition, American Heritage Dictionary: One that is inconvenient, annoying, or vexatious; a bother; having to stand in line was a nuisance. The disruptive child was a nuisance to the class. Law A: Use of property or course of conduct that interferes with legal rights of others by causing damage, annoyance, or inconvenience. The declaration of covenants, conditions, and restrictions states "purpose of protecting the value and desirability the real property." Article 6 Architectural Control Committee #2 discretion and judgment. The ACC shall exercise best judgment to see that all improvements, construction, landscaping, and alterations on lands within the subdivision are in conformity with existing surrounding structures. Having driven the community, these are the only two lots of the 167 within PHCA that have visible signs of use as a motocross course. We believe that the establishment of motocross courses is a violation of the aforementioned covenants. Specifically, the covenants related to retaining the natural character of the properties, do not support the grading and use that is significantly altering the landscaping of the properties in question as described in Article 6. It is obvious that the grading and landscaping involved in creating these courses has altered the character of these lots. To our knowledge, no approval has been sought for these grading and landscaping improvements. Additionally, we believe that the dust and noise generated by these activities constitute a public nuisance as described under Article 6. Our ability to enjoy the use of our property has been compromised by having a motocross course in direct site and hearing of our lot. We have empirical evidence that this has had a direct negative impact on our property value. Not only has this use impacted adjacent property owners, recent spectators and rubberneckers have been affecting the traffic on the county roads. We have no problem with a kid learning to ride a motor bike on private property. We certainly respect the property rights of our neighbors but we also expect that neighbors will respect our property rights. When a motocross course becomes a magnet for riders from neighboring homes and is an alternative to traveling to courses that are designated and zoned for riding, we feel that we need to draw a line. Pawnee Hills is characterized as an equine community. Our position is that the uses described above violate the intent and the actual wording of the covenants. We respectfully submit this letter to try to address this issue in good faith with our neighbors. Sincerely, Dawn Hill, Cliff Stephens.

Tina: I did speak with Judy Trawinski of ACC. Just to make it clear they didn't submit anything to ACC. I know that both of those courses have been there for over a year. I spoke with Judy and said, "What if somebody took a drawing and said, here is my house and I am going to do a little hoo-ha and there is going to be a jump here and do a little mound of dirt here, here, and here, what would you do?" She said either give it back to the Board or I'd just approve it because there isn't anything in the covenants that says that somebody can't have dirt piles here and a track here and she said, "I've got a guy across the street from me that rides his dirt bike around or a kid does that has created a trail." She said that "I've got horses that go in the same pathway that create a trail and that is changing the landscaping". Does everybody submit plans for a garden, no, they should but they don't always. They have never had anything submitted since she has been on the ACC of somebody, you know, putting up railroad ties and putting a garden in it or—

Pam: Lighting the driveway or whatever.

Tina: Yeah, and as far as driveways, ACC can't even do anything with driveways because it says "minimal driveways" are allowed and the county approves how many you can have of those so minimal driveways for us could mean 20 but the county is the one that says whether they can have a driveway or not and how many they can have. They could have five if they got approval from the county and got a permit to do so. So Judy was basically at a loss throwing it back at the Board going, if someone drew something like that and said they wanted to approve it, she would go, "Okey-dokey." If someone said, "I want to put a garden right here," she would go, "Okey-dokey." If someone said, "I want to plant 15 trees here," theoretically they should, I know that in the past and I think I explained this to Dawn that in the past, Debbie Leo who used to be head of ACC loved people to plant trees, gardens, grass, whatever you wanted to do. But if you were thinking about removing a tree or cutting one down, she was ready to go after you. That is the way she was.

Brian: Well, the county can too.

Tina: So, I can tell you, I am at a loss. Dawn, I would send you over to Elbert County. This is just me talking.

Dawn: Elbert County has sent me to my board.

Tina: I did speak with the homeowner on Cherokee since he is close by. I did talk to him and said that we may have a complaint because at the time I didn't know whether you were going to file one or not, but we may have a complaint regarding your motocross situation and he said that he checked with all of the surrounding neighbors and that he does not let his son ride normally after 6:30 but sometimes they go to 7:00. So he doesn't let them ride after 7:00. His neighbor across from him has said there are certain times that I have to study and if I have to study, can you not ride and he said absolutely. So he did talk to all of the surrounding neighbors and he has had this, like I said, over a year. He is normally gone on the weekends. I don't hear the one on Cherokee. I hear the one on Sioux. I can only go by what he had told me and this one here, you know, doesn't bother me but what might bother me doesn't bother you and what might bother you doesn't bother me so—

Pam: Your nuisance one is your best bet.

Dawn: I am going with them all.

Pam: You know, I don't see the driveways at all. I can't—

Dawn: They are driving on it.

Pam: But there is no set number of driveways.

Dawn: But it says to keep it less minimal, not to be excessive and to keep a natural character. That is definitely not a natural character to have a motocross on it.

Pam: I'm just trying to help you here by saying that—

Dawn: For me, I understand where the Board is coming from, that you have in the past gone to approve the driveways and things, but then again, you have also made the standing that if you don't receive a complaint, we are not going to enforce and monitor the complaint.

Tina: True.

Dawn: So we are formally giving you a complaint.

Tina: Giving us a complaint.

Dawn: I spoke to my neighbor Villery, Beth, and she said she has actually spoken with one of the Board members here about this verbally but she did not come forward with a written complaint and she is not thrilled with it either and last year they had considered writing one but it started to die down like the middle of June or so. This year, they are starting to move dirt. There wasn't dirt, there wasn't jumps, there wasn't grading going on until this year. I am not going to have two motocrosses on either side of me.

Tina: I'm going by what the Board can do, you know, and I just don't know what we can do. If the kid's were riding their BMX bikes and they are creating a trail and all of a sudden their dad brings home a bunch of dirt and now they've got a hill and then they take some wood and they decide to make a little rampy thing and then they do some railing and they start building a track, you know, so whether it is a skateboard or a bicycle—I guess I'm looking at it kind of the way Pam is on the nuisance part of it, not so much as whether they are not allowed to do something on their property. Telling somebody they can't do something on the property I will need to make sure that it is reflected in the covenants before I can do that. Because I would have to explain to the homeowner where in the covenants they are not allowed to do something.

Dawn: And when you've got the nuisance in there as far as the complaint.

Tina: Let me give you an example of nuisance. For example, I live right behind the pool and I think it is a nuisance.

Dawn: You chose to buy that property when the pool was there though.

Tina: The point is, I didn't know that at 3 o'clock in the morning there were going to be kids jumping in the pool and making all kinds of noise and waking me up. They are not supposed to be but that is a nuisance. But it is Pawnee Hill's nuisance. They put it there, dog gone it. That is my nuisance. It is loud during the day all summer long. I can tell you, I can hear every kid that does a cannonball into that pool. The way the noise travels out here is incredible. I understand that. I hear the radio, I hear conversations that I don't really want to hear. I cannot believe that we could be that far away from each other and I can hear what is going on in this pool.

Pam: Well, I'm sure that's true.

Dawn: When you bought your property, the clubhouse was here and the pool was here. It was in the plans, correct? You did your buying close to a clubhouse.

Tina: Actually, I didn't know where the clubhouse was but—

Pam: But it was your responsibility to know—

Tina: Absolutely. But even though there is a pool there, did I know that it was going to be that loud? Did I know that kids would jump the fence at 3 am and wake me up? I am just using this as an example, it really doesn't bother me, other than the 3 am part.

Dawn: When we moved in, there wasn't a motocross over here or over here.

Steve: Can we as a Board—could—and I do agree that I really think the only thing that would have any teeth would be the nuisance and that's subjective but, can we—my only thought is, as a Board, can we write to both of them and say that there has been a complaint filed as a nuisance and things like that? Whether it will do any good, it may have some teeth if you go back to the county or something like that at a later date. But look, I am trying to do this. I mean, I don't see that there is anything the Board can do to say you cannot do motocrossing. You cannot ride on—and I would hate to be in that situation.

Tina: Okay, Dawn what about a time frame? Like, if you said I don't have a problem with them riding until it is like 7 o'clock or 6:30 at night. You know?

Dawn: If I want to have guests over onto our property and eat on our deck, we are looking at the biggest motocross in the subdivision. And not only are you looking at it, you are hearing it. You are hearing four bikes at one time. You are watching the neighbor go across people's houses over here and now we are starting to get people who are coming in from Stage Run and sitting on their 4-wheelers on the county road watching it.

Pam: So Dawn, are you asking that they restore the land and that they do no motocross. I mean, I want to know where you are coming from.

Dawn: Yeah. I would like it to be considered a nuisance and establish that it is not something Pawnee Hills wants as every other property thing. As an equestrian community, I think that's what is expected out here. I can see somebody putting in a riding arena. I don't see somebody putting in a motocross.

Steve: Are there any equestrian right-of-ways, you know, like adjoining those properties because I could see that as another thing as far as any kind of liability if you have motocross going where there are horses.

Dawn: You can get verbal permission.

Tina: We do get complaints from homeowners when you've got the 4-wheelers and the dirt bikes using the equestrian trail. Trust me. I'm usually the first one that gets called. It has been very quiet. I haven't heard one complaint in almost two years now. But that is beside the point. When a complaint does come in about the 4 wheelers or dirt bikes on the roads or trails, we usually have already gone to the police about it. We have already talked to Elbert County. The police department says, "give us a picture or let us know who is doing the riding. If you find out who it is, we will go to their door and tell them to stop." Patty Sward happened to catch one. She called the cops. She said, "I know where this kid lives." They went there, they said you ride on the county roads or the equestrian trails, we are going to give you a ticket. I was explaining to Dawn that there was a father and his son that were riding on the Elbert County road, not very far but they were riding it and they got pulled over and that cop said, "Get off your bike, walk it home, and you are not allowed to do that." We can't do much more than that.

Pam: Have you talked to the neighbors, both of these neighbors about—

Dawn: No.

Pam: No?

Dawn: No.

Pam: Well, I would suggest that as a first step.

Dawn: I don't particularly want to go there. I don't want to get in the face of my neighbors. I don't know who they are. I don't want to —

Pam: I always encourage the neighbors to resolve it.

Dawn: I've been to meetings where somebody said you walked up on to my property and got in my face and blah, blah, blah. I don't want to do that. I know Beth Villery has spoken with the neighbors or a neighbor.

Pam: And?

Dawn: It is still going on.

Pam: You don't know what they said about it?

Dawn: No.

Tina: No? Okay.

Dawn: But I do know she spoke with one.

Tina: Okay, so what you are looking for—you know, what I am asking is, you want it to just go away completely and I'm saying I don't think the Board can make it go away. I think what the Board can do is to say, you know, well, Dawn Hill and Cliff Stephens would like to only have you do it until 7 o'clock at night.

Pam: I don't know if we can even do that.

Tina: Personally I don't think we can do anything but that is just my opinion.

RC: I don't know why we can't do something.

Tina: What can you do?

Brian: We are not the police, RC. We are not—we don't—

RC: You are right, we are not the police but it says very clearly right here that all surface areas disturbed by construction shall be returned promptly to the natural condition and replanted to native grasses.

Brian: They are not doing construction. They have put some dirt in and made a mound.

RC: If they've moved dirt then—

Pam: Construction is like putting in a building, isn't it?

Brian: Yeah.

Tina: Okay, RC. Let me give you another example. I had a homeowner that called me that said, "There are a couple of us in the neighborhood that are upset because this homeowner moved in and they've got this porch light that shines in all of our houses and we are tired of it." So that was something that I couldn't do anything about because it was a nuisance. It was a lighting nuisance to them. It wasn't a sound, it was a light.

Brian: Light pollution, yeah.

Tina: I couldn't do anything about it as a Board.

Pam: What is a nuisance to you may not be a nuisance to me; that is my concern.

Tina: I mean, Dawn, I sympathize, I do. But I am looking at the fact that what teeth do I have to go and tell somebody they can't do something on their property.

Pam: In theory, the Board could determine that this is a nuisance. We could do that.

Dawn: And what about maintaining the value and the integrity of the community?

Tina: That is subjective too.

Dawn: I have already talked to people who said that they came out here to look at a house listed out on Kiowa Trail and as soon as they passed the motocross on Cherokee, they told the realtor to cancel the appointment. They didn't even bother to get to the house.

Brian: Really?

Dawn: Yeah.

Brian: Okay. Well, I mean, that's—

Dawn: You know how that owner has probably got to be feeling right now if all the traffic is coming in that way?

Brian: Right, but the next family that comes in might be a motocross family and they are going to say great.

Tina: And I am looking at it that it is great that the families are doing something positive on their property and they are spending time with their children and that the children are not out vandalizing...I don't hear the one over here but I definitely hear the one over here and I can tell you that we are sitting there eating dinner and for some reason it does shut down around 6:30, 7:00. Either I don't hear it or it shuts down. I will have to try to pay more attention to it but, you know, it doesn't bother me. But again, nuisance is subjective.

Dawn: Here's my question. If it doesn't specifically say you can't have or you aren't allowed to, is this Board only then going to enforce the ones that it knows it can win in court?

Pam: No, I don't think so. I think the Board will—I can't speak for the Board, so, I would say that any of them that are clear cut to me would be the ones I would enforce. Any of them that I felt like were without question. Chickens are chickens. You know, that kind of thing.

Dawn: So anything that specifically says this is what you can or cannot do is what the Board is going to enforce.

Tina: To be honest with you, Dawn, on this one, I do not feel comfortable going after these people for having a motocross thing on there. I do not. I think that at 12:00 at night, if some kid is riding their dirt bike on there, I am going to pick up the phone and I am going to call the police. Do I want to hear country music coming out of my neighbor's house? No. But he gets to blare that music up until a certain time and then I get to call the police and say, "Hey." Or I call him and say, "Can you turn it down?"

Dawn: Actually, you can call then and tell them to do that during the day too.

Brian: I think you can, yeah.

Dawn: I actually have done that before.

Brian: When you are calling the county, you are calling the police and that way you can actually enforce that.

Tina: You can actually enforce it. I don't think this Board can enforce a nuisance like that.

Pam: Does the county have any teeth on that at all?

Dawn: No, they are saying that I need to come before my Board with a nuisance clause and supporting of moving of the earth.

Steve: You know, I haven't seen this and, you know, if it is a, you know, visual blight and that they are abusing the property, I mean, in theory, our covenants are such that if somebody overgrazes and we haven't done that either. And, you know, it kind of gets into that definition. I mean, I am so sympathetic with you, I mean, it would be my worst nightmare and I hear it from way over where I am and I'm thinking, you know, that it is only a matter of time before, you know, it moves in. I think that—

Dawn: There are 13 areas that they can go either private or public within a 50 mile radius here. It doesn't need to be on the property.

Steve: Is this something that we can think about and talk about at the next meeting? The only reason I say that is because I think that, you know, it really is kind of looking at the covenants and going into it and I, you know, didn't have privy to look at this letter before and— If there was anything that I could do because, you know, just neighborhood dogs barking or other things like that, and, you know, I can certainly understand that.

Tina: The neighborhood dog barking, we would just go to the county animal control then you've got teeth. The county doesn't have teeth on this one and they expect the Board too?

Dawn: Well, here is what I found out from the county. On 640 acres you can have a raceway on your property. Anything other than that it just drops it off of the list of things that you can do with a special use permit. So in their mind, it is gone. It is not allowed. But they don't have anything that specifically says that it is not allowed.

Tina: So the police can't do anything and the county can't do anything.

Dawn: The police will tell me to go out there and sit out there with a little noise meter and see if they exceed their noisability.

Tina: Very good.

Dawn: Then they will come in and tell them to do it one or two bikes at a time.

Tina: Right now as a Board member, I can't find anything substantial to stop this from happening.

Pam: I think it is a nuisance. Yeah, but she has got a definition for it.

Steve: Yeah—

Pam: A thinking person would probably—most people would probably agree that they wouldn't want to hear that in their home, that it would be a nuisance and—

Tina: I don't know how often they ride. So, I was told by that one homeowner, they haven't been home for, like, four weekends because they actually go do some sort of racing during the weekends and they only practice during the week. So, I think it is a matter of, before we go after somebody for somebody riding Monday, Wednesday, and Thursday from 4:30 to 6:30, is that a nuisance?

Dawn: Well, I can tell you---

Tina: It may—will be for Dawn but—

Steve: It is definitely subjective on things like that and I would like to have some time to think about it because I also think that, you know, we are not going to get out of here until midnight as it is.

Tina: Okay.

Dawn: Well I can say this Tina, since our phone call I know that you spoke to him. Do you want to know how I know? Because he hasn't been out there which makes—

Tina: Oh, for crying out loud.

Dawn: I knew it.

Tina: I speak to him and all of a sudden he stops? Have you seen the weather? It is only like 100 mile an hour winds and they go on weekends.

Dawn: Tina must have called him and told him there was a pending complaint.

Pam: Well, that's a good thing. That is not a bad thing.

Tina: I am trying to call to get information of what is going on. That's all. Because I don't always go by somebody saying, "This guy has been riding on my trail every day for four months now." And I go to the guy and they go, "We've been out of town for three of the four so where are they getting this?"

Steve: Yeah.

Pam: You wouldn't have called till we discussed it. And it is not bad that you called. I'm just saying, that's not the way we usually do it.

Steve: I think and, again, I know that you don't want to talk to him and things like that. Maybe a letter from the Board just saying that there is a complaint of a nuisance and that we are looking into it and just leave it alone at that to see if it goes because it sounds like the guy has talked to the neighbors and that he is concerned. I mean, we are not going to resolve it tonight.

Pam: If we send the letter, Steve, here is how it has to be. If we send them a letter, what that letter has to say is, here is our complaint that they say it is a nuisance according to the covenants. We await your response.

Steve: Right.

Pam: We have to ask them for a response basically because we are fact finding, you know. So, if you want to send one, that's fine but that is how it needs to go.

Steve: No, I understand, yeah. And that is fine and I guess my recommendation would be, you know, if he has talked to the neighbors and things like that to talk and see if they can work it out because I know that my first response, because I also believe in the right to a property owner, you know, very strongly believe in that, and if you didn't come over and talk to me and you tried to sick the Board on me and it become public record, you know, I am taking the mufflers off because, you know, also you. You know, that type of thing. If I have that mentality and I would certainly encourage somebody to try to come to resolution and I know that that doesn't always work but I think, you know, and again, we can look at the covenants and reference it and I think RC will have something for you but I think that, you know, it is not something that we can resolve tonight and we need to kind of figure out if you would like us to respond, we are going to need some time to decide how we are going to proceed with it because it is not a cut and dry—

Pam: It is a tricky one.

Steve: Yeah, it really is so I think that it is going to take some thought and a little time.

Tina: And I think you are right. We are not going to resolve this tonight but what I would like to maybe see is maybe Dawn, if you can walk away, think about maybe not so much—

Pam: What you could live with.

Tina: Yeah, what you could live with. What would be workable for you. If they shut it down at 7:00 at night and you say, "No, that is not working for me. I want it shut down at 6:30." There has got to be some give and take here. Maybe what would work for you. Having them completely level it and say, "No, you can't ride anymore" probably isn't something this Board is going to look at doing but we would be more than happy to see if we can negotiate something between the two homeowners and see if we can get something going.

Tina: Next. A letter from Bob Roland, April 2, 2007: Dear Board of Directors, On March 30, 2007, I received a statement from Pawnee Hills Community Association's accounting firm, ABC Solutions, Inc., with a balance of \$46.78 citing a transaction with Elbert County on March 21, 2007 as the basis for the charge. I hereby challenge this charge being made against me by the PHCA. This apparently is, as described on the document, for actual costs associated with removal of the lien on my property. That removal was part of the final settlement between myself and PHCA at our court hearing on January 2, 2007. As you may recall, I asked your attorney, Ms. Mulvehill, in front of the judge, "This includes the removal of the lien on my property, right?" She replied, "That will probably take a couple of weeks." It would appear the PHCA did not fulfill that promise and waited until March 21, 2007 to file that removal with the county, thus creating further potential damage to my reputation and to the standing of my property. I consider this charge a potential violation of our agreement and remind you that the settlement was a full and final resolution of the matter between myself and the HOA. As Ms. Mulvehill stated on the court record, "This settles all accounts for Mr. Roland." She went to say, "Of course he has to pay and maintain his monthly dues in the future" which I have now done. Therefore and because the charges described on this invoice are not even included in the published rules and charges to members for delinquent dues implemented by the Board and because the court settlement was full and final for all monies owed in this matter, I demand you remove this from my account immediately. In the event you refuse to do this and if I do not receive confirmation that this charge has been removed from my account by April 27, 2007, I will petition the court and judge to hear my argument that the Board has violated the terms of our settlement and ask for a judgment on this matter including damages. In addition, I demand a copy of the removal of the lien from Elbert County on my property. -Robert P. Roland.

Brian: Why don't we go on with the conversation she has had in court. You guys were the only ones there?

Pam: Well, we said we would release the lien and we did release the lien. We didn't say we wouldn't pay for the release of the lien.

Brian: What did the judge hear? Did the judge hear that everything was final?

Pam: Well, it was. As far as what he owed that day at that point in time, it was settled.

Brian: Okay, including the lien? The lien was part of it?

Pam: No.

Tina: No.

Pam: We said we would release the lien.

Tina: He said, are you going to release the lien and we said yes and they take a couple of weeks. And that was it.

Pam: And we did release the lien.

Tina: That was not part of the agreement. He had already gotten the preparation—legal preparation and that day's legal for free. We gave him that.

Pam: I mean, that figure was never discussed in the settlement agreement that we made with him. You know, we sat exchanging figures with him and going over costs and analysis. That was never discussed who would pay for the release of the lien. I mean, it didn't even come up.

Tina: No, it didn't. So the release of the lien was done as soon as all the paperwork and stuff got through. I mean, ABC did it as soon as that check cleared, as soon as everything got cleared. Yes, it is okay to release the lien, that lien was done. I know because I had to drive over there to sign that lien to get it released.

Brian: I just know as a business owner that once I cash a check, then it's done.

Pam: That cost had not even been incurred yet. That cost was not incurred that day—prior to that day.

Brian: Unfortunately, I think the judge is going to say, "Well, you said everything was clear."

Tina: No, we said that we would —his bill as of that day that we settled on which was his invoice that day which we were in court over was clear. And he said, "Now that I've paid my bill, are you going to release the lien?" Yes. Well, guess what? We have charged everybody in this Homeowner's Association money to release their lien. They pay the bill. We release the lien. We charge them for releasing the lien.

Steve: In legal proceedings that I have had, I would say right now that there is probably a 75% chance that the judge would rule in Robert's favor and I think to spend more money on that kind of gamble for \$46.78, that, you know, you guys settled, let's put it behind us. I mean, to go back to court over \$46.78 just seems, you know. Cost of litigation, you know, when I was on the City Council, it used to be settled in lieu of the cost of litigation. And I think on something like this—I don't think you have a prayer on this one. I think that the odds are stacked against us and I think a judge is going to say, you know, we will settle because that is most of the way court settlements are, that once you settle, it is done. Everything future and anything else related to that case, all charges are final.

Pam: You know what I'm saying.

Steve: Well, I understand that but it does say that, you know, you are not—he was paying his dues. You know, and—

Tina: He wasn't paying his dues.

Steve: He was paying—he was short-paying his dues.

Tina: Yeah, he stopped paying his dues for quite a while.

Steve: But—

Brian: The numbers were in the court—

Steve: All I'm saying is that if you go back to court, for \$46.78, you know—

Brian: Well, usually when the judge rules on it, everything is final. All monies are final. Did the judge ask, "Is this final amount?" I mean—

Pam: No.

Tina: No. He didn't ask.

Brian: Where did the amount that—

Pam: We presented it.

Brian: Okay, we presented—

Tina: We didn't even really—he just said, "Have you come to an agreement?" And we said yes.

Pam: Here's the thing. We were taking him to court for certain expenses that we felt that he owed. Those were the expenses of the day. Those are what we made a settlement on; the expenses that we took him to court over. Period. That's what was included in that case. That is all that was included in that case. I'm not following I guess because I thought the lawsuit was about those specific expenses. Those are what we settled that day.

Brian: Right and—

Tina: So after that, anything after that day—

Brian: His property is part of that particular case, correct?

RC: Yeah it was.

Tina: No. Not charged.

Steve: If there was a lien filed on his property, that that was part of the bill that he received. And we settled on that.

RC: It would have been part of the—

Tina: Yeah, it was part of the bill. It was in the bill. His lien—

Pam: The total bill that he owed.

Tina: Yeah, the lien charged was. The release of the lien was not.

RC: But putting a lien on his property, I'm sorry but it is only fair to assume that releasing the lien is part of the settlement as well.

Tina: You think so?

RC: Yeah.

Tina: Let's do this. I make a motion that we waive the \$46.78 for the release of lien charge. PHCA will pay for that. We will remove that from his bill. Do I have a second on that? Motion seconded. Okay, we are done.

Steve: There we go.

Tina: Move on.

Tina: RC, would you be willing to draft a letter to Mr. Roland with a carbon copy to ABC Solutions and TBO? We think this is done. Now, as far as the release from his lien, he should have had that by now from the county. That was done.

RC: Have we got a copy of that?

Tina: ABC or TBO would have—and I'm not sure because I am trying to remember whether we send the release that we—if they get a copy of the release of lien sent to them or they have to go to the county and get it because I can't remember how it goes. But anyway. I think she mailed it directly to him. I'm not worried about it because we send him a letter saying, "Look, you don't pay it." I know the release of lien has been done because I signed the stupid thing and it got mailed out. Okay, so that is a dead done issue. RC, I am giving you this. A copy of it goes to into his file upstairs. The original goes into the file, a copy goes attached to the minutes.

Tina: Linda Lee letter. Linda Lee sent a letter March 30, 2007: Dear Board members, in regards to the letter from Tina O'Bryan dated March 19, 2007, I would like to request a detailed explanation and copies of the five \$10.00 fees that were incurred by PHCA from ABC Solutions. I have no idea what this is. In regards to the additional attorney's fees of \$191.83, the court ordered judgment was for \$4,715.84. On February 20, 2007, Ms. Mulvehill brought up the additional charges in front of Judge White. He could have ordered me to pay them as well. He didn't. I exercise my rights as allowed by the courts to object to the judgment. Ms. Mulvehill could have asked for additional fees to be granted but she didn't. Therefore, I am going by the court order judgment of \$4,715.84. Until this dispute is settled, I shouldn't have incurred the interest and late fees that are trying to be implemented as of April 1. —Linda Lee. If you recall, we made a motion and a second to go ahead and write her a letter from the last time saying that there were five \$10.00 fees incurred and the \$191.83 of the legal bringing her total to \$241.83. That if she paid it by April 1, we would be done. But if she didn't, that the fees would recommence on April 1 on any outstanding balance. She had not paid. Her last invoice is now at \$276.27. There was another initial \$10.00 fee because she didn't pay so we had to do another billing out. I have the breakdown if anybody is interested of what makes up the \$276.27.

Steve: What are the \$10.00 fees? You know, I know we talked about them but why because she didn't pay a bill, do we incur another cost of \$10.00?

Tina: We send out a mid-month delinquent notice. Sandy, you have those breakdowns of what—every time we get charged and what ends up happening is that the homeowner ends up paying and has been. We have quite a few people that have paid all of those extra fees that have been incurred.

Pam: In other words, the bookkeeper is not doing the second billing for free. Is that it?

Tina: That is correct.

Pam: That summarizes it?

Tina: That is correct. I gave her the copy of the legal, the \$191.83. She has the full copy of that. That is what was attached to her letter, okay? She is disagreeing. "I shouldn't have to pay that because the judge said I only had to pay \$4,715.84." That is not what happened in court. I was there that day. The judge said, "Pay. Pay them everything. You owe them." Not, "You only owe \$4,715."

Pam: That was the initial?

Tina: That was the initial order.

Pam: Well, she was disputing that amount.

Tina: She was disputing that amount. "I'm sorry. You have to pay all attorneys fees and costs involved in this case." Period. That was the order.

Steve: Can I make a suggestion here? I think Bob Rowland is a little more clear cut. What I would say here, let's give her the information she is looking for and see if it is paid.

Tina: I'm going to get this whole breakdown, I'm going to e-mail it to you as well as a draft letter to Linda Lee and if you guys are okay with the information then I will send it.

Tina: Movin' on. The letter that we had received, everybody got this, this is regarding the law offices from Beireis's where he said, "I will pay you \$200.00 a month and what else do we have to do to come into compliance?" Okay? First of all, the first part we don't have to worry about because he paid. He wrote us a check for the total amount of his last bill which was—

Sandy: \$5,600 some odd dollars?

Tina: There you go. Okay? We are done. Second part is a problem. Second part is, we need to respond back to Cheryl so that she can respond back to their attorney because they are still represented. The fence issue. I took pictures of this fence back in March originally when we said she wrote them a letter saying this is what has to be taken care of. Okay? I thought we were pretty dog gone clear. Took pictures and wrote down what still needed to be fixed. Now we get a letter back going, "Now what am I supposed to fix?" March 5: Please look at this—now this got taken care of. Alright?

Pam: Everything is gone except this.

Tina: So then I have to send another letter and do the thing again. So here is the fence close up. Here is kind of far away.

Pam: Yeah, that's a better picture because that shows you in with the house, you can get some perspective on it.

Tina: So, I am thinking that we send this—give this to Cheryl because Cheryl knows about that he paid that part but the second piece is, he asked, "What do we do to come into compliance?" We already gave him this picture that says get rid of that and get rid of that. Alright? And apparently it is not done so we need to do it again.

Pam: This was sent to his attorney?

Tina: I think that was sent to—I will double check that for sure. So this still has to be removed. This is part of the judgment. This piece right here, which is this piece close up. Okay? So I guess I need you guys to have the approval that, yes, we need to—because we are still into this mess. The other problem we have is that he has built all of this without ACC approval. Now, here we go again. So basically what we are going to do is we

are going to send a letter to Cheryl with the photographs showing the piece of chain link that still has to be removed in order for them to come into compliance as well as to request that the addition onto his porch, that he submit paperwork to ACC for approval for that. So I will draft that up and get that to you guys for approval for you guys to look at and then know that those will be sent off to Mulvihill.

Motion was made to adjourn the meeting. Motion was passed. Meeting adjourned at 10:15 p.m.

Respectfully submitted.

RC Cuellar, Secretary