

**Pawnee Hills Community Association
Board of Directors Meeting Minutes
January 11, 2007**

Board Members Present: Tina O'Bryan, Pam Schultz, Patty Sward, Walt Day and Susan Laessig. Sandy Perry was present as Treasurer.

Meeting was called to order at 7:20 p.m.

MINUTES:

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

Tina: Communications from community members: The only thing that I have is a homeowner wrote on his invoice a comment, "Does anyone have a PHCA billing from ten years ago? It would be interesting to compare how PHCA has changed." Comment number two: "What about PHCA becoming involved in wind power? We could set precedence among other associations with wind instead of suing each other over chickens. Any suggestions, please contact me about this issue." And they left this number. So if anybody is interested in wind power, I would be more than happy to hand that over.

Sandy: We do have financial records from ten years ago in the form of the audit. We've got them going back to 1979.

Walt: Wind power versus chicken power. Pretty scary.

Treasurer's Report: (Sandy)

Tina: I did give copies of time sheets to Sandy.

Sandy: Listing of checks written and discussed.

The bank balances: Checking Account \$5,614.12, Savings Account \$7,105.53, Reserve Account \$13,419.31, Unpaid Dues is \$4,549.50, CD #1 \$5,107.91, CD #2 is \$5,155.22, CD #3 \$5,034.53. Total non-transfer deposits to checking \$6,616.45.

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

Sandy: On the bookkeeping, did you get that--I sent you a few e-mails.

Tina: I got the e-mails. Does anybody have any comment other than me on this one, because I am not happy. Am I missing something because this doesn't tell me what her responsibilities are every month. This just tells me what her rates are for doing certain things so I'm looking for a letter agreement that states that every month I will invoice all of the homeowners, I will send out delinquent notices, I will make sure all the reports are done. I will do payroll --so if she is not creating the letter agreement, then we need to create a letter agreement and have her sign off on it but this is not--

Sandy: I'm asking her for something that I don't know what it is that you are looking for so she--

Pam: It has to come from us.

Sandy: I asked her for an agreement and that's what she replied with. Do you have an example of what you are looking for?

Tina: Well, we are not signing an actual contract with her. So, I'm looking for a letter agreement from her but the--

Sandy: All I have is just her rates.

Tina: Well, yeah, and this doesn't show anything about the delinquent notices... so if I call her up and say "Where are the delinquent notices?" She says, "I don't know. I didn't know I was supposed to do that." We both need to have an understanding on what Pawnee Hills is requiring her to do on a monthly basis and not just that the fee is \$40 or \$45/hr. But what we have to have is a clear understanding and some sort of letter agreement saying these are all the things that they are going to be responsible for--

Sandy: The bookkeeping services for--

Pam: Right, it has to come from us.

Tina: And that's fine.

Pam: But these are the things we need you to do and then she says "Okey-dokey."

Tina: So, what I was going to do is to put together a draft letter agreement and have Susan Johnson look at it to make sure we are not missing anything because there was stuff that we missed on the RFP which, you already know. And then make sure that Diane is okay with doing all of those things. Obviously she is not comfortable with doing the liens and that's fine but--

Patty: And as long as someone is doing something then that's all we care about so if you are picking that up and running with that, then that's great.

Tina: I will do a letter agreement; have Susan Johnson review it to see if she picks up on anything that we have missed. We already know she doesn't do liens, but there might be other things that she picks up that she says, "I won't do." Then that means that we have to contract that out or find another means of getting that done. So, that is my concern.

Sandy: Did you get that she will honor the 2006 quote.

Tina: Yes. I really want to put in that letter agreement a 30-day out for both sides.

Sandy: And how long do you think it will take us to do this because I need to call her tomorrow and I'll tell you-- I mean, I feel like I am stringing her along.

Tina: Just tell her I'm trying--we are trying to get, hoping in a few weeks we will have this agreement ready to send her. I mean, explain to her what we are trying to do.

Pam: Really that protects her because I'm thinking, how is she supposed to know what we want? I mean really, she's not intuitive to know it yet.

Dawn Hill: How did she know what you wanted when you were looking in the first place?

Patty: She had the RFP.

Tina: The request for proposal we created.

Patty: It was not a letter agreement.

Tina: It outlined in general the things like monthly reports, monthly billing, that type of thing. It was general. It wasn't specific. It didn't specifically say that on the 16th you have to send a delinquent letter, it wasn't specific on all of the items that we require.

Dawn Hill: And where all did this get advertised out for people to bid?

Sandy: It was several months ago we went through and I called about a half a dozen.

Dawn Hill: Did we put an ad in the paper requesting bookkeeping services?

Patty: Seriously, that is a serious question? Why would we do that in all seriousness?

Dawn Hill: Because if you are a business and you have a position open, that is where you find employees.

Patty: But this is not an employee, this is a contractor.

Dawn Hill: But you can still find them there as well. Not everybody is listed in the phone book that would have services available.

Tina: I know Sandy went through the phone book locally.

Dawn Hill: I think all you would have had to do is advertise for someone in Elizabeth.

Tina: Well, and I think we found somebody that Patty and Susan and Sandy actually met with and now we need something in writing before we go forward with her, so we will give her a shot, or give that company a shot and see what we can come up with, but I know that Sandy did call a lot of places and there were a lot of people that never even responded to our RFP, so.

Sandy: I do have a copy of some of the companies that weren't interested in doing it.

Sandy: Okay, then I will contact Diane tomorrow?

Tina: Please do.

Sandy: Say a week or less than two weeks?

Tina: I am hoping that I will get at least a draft started here.

Sandy: It sounds like Susan wants to do it for three months and that's it.

Tina: Right, and I'm hoping that we can get a good transition going from one to the other, but as a Board member, I can't sign off on anything until we have something to sign off on. An hourly rate is not going to do it for me.

Facilities Report -

Tina: Cynthia wrote this up real quick-like for me. The electrical work approved has been delayed due to the weather. JC Electric is the company hired to do the job. The building inspector specializing in sick buildings is schedule to meet with me at 9 a.m., I think that was on Saturday. The most it will cost to diagnose is \$500.

Patty: Does that have to do with the corner?

Tina: Yes. It is regarding the water damage and possible down in the basement here in the corner. Plan of attack and protocol from there will be additional if there is a problem. So basically what she told me is, this guy is going to come in and--a lot of the places that she called said that they can test for mold but then that's all they do. This guy will not only test but will write a report on actions that need to be taken. We are hoping it is not mold but we feel it is a safety issue and it needs to be taken care of. Sandy, she might need a check from you so that when he does do the work and gives a report then we would need to pay him, so I think I will just tell Cynthia to give you a call so you guys can coordinate with each other.

Dawn Hill: Is he going to inspect the whole building or just that spot?

Tina: I think it is just that spot. We haven't seen any other--

Dawn Hill: We've had a water issue over here in the kitchen for years but haven't had a leak found yet.

Tina: We did find where the leak was coming from and it is just a certain place and at certain times when it rains a certain direction or whatever, that's where it leaks from but it is not--it is like something that we haven't really dealt with but I guess they can look at that also.

Dawn Hill: It is something that--the water is coming in from the outside or the pipes or something?

Tina: It is something from the outside. It doesn't happen all the time. But this corner one we know we have a drainage issue. I'm not a professional. It just looks like mold to me.

Dawn Hill: I was just thinking if there was a potential problem up there.

Tina: I don't know if there is anything for them to look at but I can talk to Cynthia and see if they can check.

Pam: Why hasn't it been fixed?

Tina: Because it is not a major leak and we can't figure out where it is really coming from, what is actually causing the leak.

Walt: If it was there all the time they could find it but--

Tina: And we've had people look at it years ago and they are like, "We have no idea where it's coming from." Does anybody have any questions or anything regarding the facility? Alright, moving right along.

Architecture Control Committee (ACC) - No report.

Activities - No activity.

Buildings & Grounds - Stephen Gile. No report.

Covenant Committee - Chuck Nichols. No report.

Directory and Welcoming - Sandy Perry. No report.

Tina: Walt, remember you said that once you got off the Board that maybe you would do our directory?

Walt: Well, if I was off the Board, why am I here?

Tina: When you get off the Board, is that offer still there? Because I've got it in the minutes for like three months straight saying Walt is handling this, so, we will come back to you.

Walt: I thought I could go home.

Tina: Nope.

Equestrian - Stephen Gile. No report.

Newsletter - Susan. No report.

Nominating - Pam

No one else has stepped up but we have a good slate, I must say.

Website - Sandy Perry.

The activities committee e-mailed me their planned activities for 2007 and they are just kind of general stating dates and times. Should I post this?

Tina: I think if you can just put a little disclaimer on there that states that these are subject to change. I have an invoice that they are billing me for our website and it's got my credit card because they have to have a personal credit card. I'll just need to get reimbursed back for that unless you guys want to go with somebody else other than WSI. But that's who got our service. It still says, attention Susan MacArthur, but it has my mailing address, but I will get that to you because that needs to be renewed.

Patty: How much was that?

Tina: I can't even remember, something like \$35.

Patty: Is it an annual fee?

Tina: Yeah, that's an annual fee. I've got it around here somewhere.

Susan: They host the website.

Walt: The whole deal was cheap. Even their training and stuff was cheap.

Tina: So that's why we went with WSI. They also gave support and training to Sandy.

Tina: I am going to go ahead and go on to Board business. Just to let everybody know, the January invoicing which, I didn't get one phone call on and I don't know how many people noticed, but it went out accidentally as \$43.05 instead of the \$45.20. There were homeowners that paid the \$45.20 and there were at least, I think I figured about 12 of them already paid and that was like three or four days ago, already paid the \$45.20. I am one of them. But what we were thinking about doing is going ahead and just doing an adjustment to their February bill. We have done this in the past. We made mistakes like last, not last April but the April before that, where we had a mid-year increase in the dues. We announced it in the newsletter twice and then we ended up billing it wrong. That one was my fault because I forgot to tell Susan and she didn't read the newsletter that month to catch it so I forgot to tell her that it was actually approved at a Board meeting and so she adjusted it for the following month and it worked out fine.

Pam: We could give them January for \$43.05 as they were billed.

Tina: Well, our budget is set with the \$45.20. Our budget would have to be changed.

Pam: Not our whole budget.

Patty: Let's take a vote.

Tina: We have done this in the past. We don't have homeowners yelling and screaming going, "What the hell are you doing?" We've got a simple adjustment in accounting we are going to have to do anyway, one way or the other.

Patty: Well let's just take a vote on it and be done.

Tina: Okay, I make a motion that we just do an adjustment to their February bill.

Pam: Which way?

Tina: The difference between the \$45.20 and the \$43.05 to charge the extra. Do I have a second?

Patty: I second.

Walt: Discussion from the floor I think we are supposed to ask them.

Walt: A lot of silence out there.

RC: If you voted it in, you put it into place, and you post it in the newsletter that you are going to do it, then just adjust it on the next one. It is going to confuse everybody to be more confused than they are right now.

Walt: Good point. Any other comments?

Homeowner: Have we gotten complaints from anyone?

Tina: The Board itself has not received any complaints either in the mail or through Susan with ABC Solutions.

Brian: I think if some people have already paid it, it is only right for everybody--

Pam: Well, they would be credited.

Dawn Hill: Well, if we are doing an accounting adjustment anyway, so why not do it the way you voted it?

Tina: Chuck?

Chuck: I think you add credibility to you as a Board if you will carry it through and admit that you made a mistake, you screwed up, just go ahead and carry through the following month or whatever you are supposed to do. I think you add credibility to your stature and to what you guys did as a board to vote for the increase.

Patty: I think what you are saying is go ahead and adjust it.

Walt: Anybody else?

Brian: I think you probably, you've got to vote on it and you passed it. You probably need it. Not too many complaints from the folks who are paying it.

Pam: Not until they see a bill for \$47 instead of \$45.

Tina: No, it would be \$45.20 and then it would just have--

Pam: Then they would say, "Can't you people get it together? Why on earth can't you bill us properly?" That's what I am feeling coming.

Tina: I know, but you know what?

Pam: And it's going to come too.

Walt: It is going to come either way.

Pam: I learned that well over a year ago.

Tina: Did you really?

Stephen: Most people are just paying it so that they will be able to vote.

Homeowner: I can tell you right now, my wife mailed what you mailed to us which was a lesser amount...that's what you got a check for.

Walt: Yeah, I have no idea what she wrote it for but I can almost guarantee it was \$43.05.

Tina: I think that as a whole as a Board if we make the decision, I'm going to agree with you guys. If we make the decision for \$45.20 and that's the way we go, that we should continue with that number and not go backwards.

Pam: It would be great if we could do this one year without an error. I would really appreciate that.

Tina: We've done it.

Pam: This is the second year, isn't it?

Tina: No. We had a whole year without any problems. Yes, Brian.

Brian: As a Board member, on the customer service side, I would actually call them, the folks that paid the lesser amount and let them know they are going to get a bigger bill the next month.

Tina: On the invoice, we were going to write in there that the extra amount was caused by a mistake and apologize for the inconvenience but this is what needs to be. Okay, any more discussion? Then I'd like to take a vote. All in favor? 5 Ayes, 0 Nos. Motion passes.

Rules and Regulations:

Pam: You know, I read through everything and they made the proper changes.

Tina: The ones that we have left to approve, and I will just start off with the first one is the policy and procedure for conduct of meetings. The Board had made their changes and Hindman-Sanchez made those suggested changes and sent those back to us. I make a motion that we approve the policies and procedures with the changes that were done regarding the conduct of meetings and I am going to put "held meeting Board of Directors January 11, 2007", and we will all sign these as a Board so I'll pass those around. Do I have a second on that?

Pam: Second.

Tina: Discussion? Anybody? All in favor. 5 Ayes, 0 Nos. Motion passed.

Tina: Second is I make a motion that we approve the policy and procedure changes regarding copying of Association records. Do I have a second on that?

Walt: I'll second.

Tina: Any discussion? All in favor? 5 Ayes, 0 Nos. Motion passed.

Dawn Hill: What changes?

Pam: Under conduct of meetings, do I need to read the changes that they put in because of a new law or just the changes we made for that?

Dawn: All changes.

Tina: Oh, it's a lot. Because the new law added a few things in.

Pam: Okay, I'll try. If I get it wrong, it was in good faith. Under conduct of meetings, the changes that were made, some by law and some by us, says "If electronic means are available, the Association will provide notice of owner meetings via e-mail to any owner who requests e-mail notification and who has provided the

Association with an e-mail address. For purposes of this section, electronic means are deemed to be available at such time when the Association has an e-mail address. At the present time, electronic means are not available. Should electronic means become available in the future, the Association will provide e-mail notifications to the owner pursuant to this section.” That was from the new law. Okay? And a change we made still under conduct of meetings was “Each person shall be given up to a maximum of five minutes.” Previously it said three minutes so we changed it to five. Okay? The new law is talking about votes taken at the meetings of the owner. It says, “Notwithstanding the above votes on matters affecting the community shall be by secret ballot at the discretion of the Board or upon the request of 20% of the owners who are present at the meeting or represented by proxy.”

Dawn Hill: Does that mean that it doesn't have to be by secret ballot anymore?

Pam: Well, it is out of context so I would have to reread the whole thing.

Tina: No, it always has to be a secret ballot. Absolutely.

Susan: Matters in front of the community shall be by secret ballot.

Pam: “Notwithstanding the above”--okay, let me read the above. It's talking about voting at owner meetings specifically. It talks about the election of Board members in a paragraph above this. Then it talks about all other votes outside of the election of Board members. So “All other votes taken at the meeting of the owners shall be taken in such a method as determined by the Board of Directors including affirmation by hand, by voice, or by ballot. Notwithstanding the above, matters affecting the community shall be by secret ballot at the discretion of the Board or upon the request of 20% of the owners who are present at the meeting or represented by proxy. Written ballots shall be counted by a neutral third party excluding the Association's managing agent or legal counsel or a committee of volunteers who are not Board members and in the case of a contested election are not candidates. The committee shall be selected or appointed at an open meeting in a fair manner by the Chair of the Board or another person presiding during that portion of the meeting.” Okay. “A change we made from the last one was “Each person shall be given up to a maximum of five minutes.” And here it is a second time. “Each person may only speak once during the open forum” which previously said “owner forum.” “And once on any other issues prior to a vote.” Okay, no other changes on that.

Tina: Okay, so that was just--let's just take that one as--so we need to--let's sign off on that one. So that one was--did we do conduct of meetings? Yes.

Patty: Conduct of meetings is done.

Tina: Oh, it was done. The next one?

Pam: Conflict of interest.

Tina: Okay, so did we get that one passed? That was our first one we got done.

Walt: Um, we've done meeting conduct and then we did copy of Association records.

Tina: The next one then is the motion to approve the changes to the--

Dawn Hill: We were still trying to get to the discussion on the Associations records copies. That is what prompted the changes discussion.

Tina: Okay, so you want to know now what the inspection of copying--

Pam: So we are skipping this one?

Tina: So these are the changes that we made regarding the copying of Association records.

Pam: Okay, changes. I will read it in context. "The inspection or copying of the records of the Association shall be at the owner's expense which may be collected by the Association in advance" changed. "Owners shall give the Board of Directors, previously it said the Association's managing agent, a written demand stating the purpose." This is just a grammatical change. "Owner or Board meeting is scheduled within 30 days at the owner's request." "In" we changed to "at" the sole discretion of the Board. "The Board shall advise the owner of the time and place of such inspection within five business days of the owner's request." We took out "in writing" and left "five business days." "Proper purpose and limitation, Association records including membership lists" was added by the law. Alright, now, fees and costs. Previously it stated "Any owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association which have been determined to be \$1.50 per page for copies and \$14 per hour to search, retrieve, and copy the records requested."

Tina: I'll do it. That has been changed to say "Any owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association which has been determined to be \$1.50 per page for copies which includes the cost to search, retrieve, and copy the records requested." So we took out the \$14/hour thing. So it is just a straight \$1.50 per page for copies.

Pam: Now, under fees and costs at the bottom, before it said "There shall be no cost to any owner accessing records which are required to be disclosed by Colorado law at no cost to owner." Okay, now it states the same sentence with "if such records are not available on the Association's website." That's it for this.

Dawn Hill: What if you don't want a copy, you just want to access?

Tina: If it is not already there on the website then absolutely you can come up and just look at it. You don't have to--there is no charge. You can just schedule to come and look at stuff.

Dawn Hill: Okay. Is that clear in there?

Tina: Um-hmm.

Dawn Hill: Okay, just checking.

Tina: Yeah, because that is only \$1.50 per page for copies.

Pam: Then get to this. The fees again. It just says "I agree to pay"--

Tina: \$1.50 per page for copies which includes the cost of search, retrieve, and copying the records requested. Yeah.

Tina: Anybody to discuss--any other discussion on that? I motion to approve. All in favor? Aye, aye, aye. Motion approved. Okay, the next one is regarding investment of reserve policy. I don't think there was--there wasn't much on that, was there?

Pam: Not a lot but I need to read this to you all as requested.

Tina: Okay.

Walt: Investment of reserve policy.

Pam: Review of reserve study reads this way. "The Board of Directors shall cause the reserve study and reserve funding to be reviewed and updated periodically." It did say "at least once every three years." We took that out. So it now reads "The Board of Directors shall cause the reserve study and reserve funding to be reviewed and updated periodically to adjust and make changes on interest yield on invested funds plus modification, addition, or deletion of components." We took that out because we thought every three years

might be too frequent, depending on the funding we have available to attack what the reserve requires. A change by law was standard of care. "The officers and members of the Board of Directors shall make investment decisions in good faith with the care an ordinarily prudent person in a like position would exercise under similar circumstances and in a manner the director or officer reasonably believes to be in the best interest of the Association and in accordance with the Colorado Revised Non-Profit Corporation Act." And that is it for that one.

Tina: Any discussion? All in favor? Aye. Aye. Aye. Motion passed. Then the last one is regarding Board member conflict of interest. I make a motion that we go ahead and pass the changes to the Rules and Regs regarding Board member conflicts of interest. Do I have a second? Discussion?

Susan: They added definitions essentially.

Pam: Okay, what they added by law were definitions.

Tina: You want us to read the definitions?

Dawn Hill: No, I was more concerned with document review.

Pam: Let me see if there was anything else here that we changed.

Tina: All in favor for the conflict of interest? Aye. Aye. Aye. Motion passed. Declaratory judgment. I would like to make a motion to postpone the decision on whether we go forward with the declaratory or not until a new Board is in place. Do I have a second?

Walt: What is the reasoning?

Tina: I think that the new board are the ones that are going to have to deal with this and I don't want to make a decision without the new Board being in place. That is my feeling on it. I think it is important that the new Board has a voice in this decision.

Walt: How would a new Board come up to speed to where we are on this decision? I mean, how would they get the education that we have already gotten for all these two years?

Tina: Well, I'm not asking them to make a decision right away. I would like to try to give them as much information as I can, everything that I have from the attorney, everything--

Walt: So they will get all their information from you?

Tina: I'm hoping from everyone-- I mean, they can do their own research. I will give them the chance to do their own research and ask their own questions.

Pam: I think we should share a little bit more about what you told me just because I think it is only right to get the whole thing out there.

Tina: I do think they need to have everything. I'm not sure that they were at the meeting when I read Cheryl's letter. I'm not sure that they, you know, have that information, but we were talking about a stipulation because we had talked about how we can do something better than grandfathering. We are not solving the problem.

Walt: Well, my problem is that what happened was done wrongly so it was against our covenants and was put in place. So my problem is, that going and getting a declaratory judgment is taking something that was wrong and trying to get it approved by a judge. I feel if it was wrong, it was wrong and it needs to be pulled out. So a declaratory judgment is taking something that was wrongly done and trying to get it approved.

Pam: Wait, one at a time. I want to hear everybody.

Tina: We had talked before and I asked Cheryl, "How can we make this better?" Because we had talked about--remember we had said we were talking about allowing home occupations. Not allowing commercial activity but allowing home occupations. And that is when she said, "Okay, I'm going to write this letter to make sure." She said that seemed like a good idea. "Let me talk to David and see how viable this is to do a stipulation." So the stipulation would basically be--so the judge would define home occupations as different from commercial activity. So we would try to adopt County regs to get the judge to bless. David will stipulate that home occupations are allowed but commercial activity is not. Cheryl will stipulate the same thing and the judge would bless that.

Walt: Is that what we had a vote on that was passed? I mean, you see what I'm saying? When they made this, it created this problem. They tried to get that passed and it did not pass, correct?

Tina: Correct.

Walt: So, it was not passed by the community? So it was wrong.

Pam: Correct.

Walt: Right?

Tina: Right.

Walt: It was put in without a vote.

Pam: So it was never legal.

Walt: So it was never legal.

Tina: So your point is, basically what the vote was commercial activity, defining what that is more than what we have now, so, "all activities in common areas shall be for resident's personal use and/or training of an animal. No commercial activity in common areas shall be approved. No business signs shall be permitted on any structure and no freestanding business sign shall be erected on any lot. Home occupations shall only be allowed as permitted by Elbert County regulations, section 23, page 153, which is attached to these bylaws and incorporated here in it by reference." This is the actual vote on December 1998, whatever the date was.

Walt: And it did not pass.

Tina: And it did not pass as a covenant change.

Walt: It passed as a bylaw change?

Tina: Well, no. I did some research and it never passed as a bylaw change.

Chuck: He is simply going to render a judgment as far as the passion of those homeowners. In other words, let's say I have been running a business out of my home. I have been doing this in good faith. I did this in good faith because I thought that past Boards have allowed and the passed bylaws as they are recorded today as of June or July, whenever that was, 2000. I thought it was within my rights to have this but now I find out that, wait a minute, I wasn't supposed to so what I did, I did in good faith but now I find out that I am in the wrong so, are you as a Board of Directors going to tell me I have to shut down my business?

Walt: No.

Chuck: I think not. Because if you do, I'm going to sue you and you know what? You are going to lose.

Walt: Well, if I was a new member coming into this community, I could sue this Board because other members are here that had home businesses that they are allowing and you are still going to lose. So you are going to lose either way. What you're saying is that this Board is obligated by what past Boards allowed and this Board is in no way obligated by what past Boards allowed.

Chuck: Correct. What this Board is responsible for as an obligation to us as a community and as a member, you have to do due diligence, fiduciary obligation. You need to--I feel that you need to take this before someone and let that person now make a decision; a judge, arbitration committee, whomever. However this is going to end up, either way this community is liable for a lawsuit for both parties; those that want to have a business and those who had a business in the past.

Walt: But currently, our covenants don't address home businesses. They only address commercial activity. They only address it as buildings, signs, and I forget what the third one is. It is one sentence. There is only one sentence in our covenants and it specifically says buildings and signs. It has nothing to do with home occupation. So, home occupations are not disallowed in this community.

Pam: See, that's what I think. That is what I've always thought.

Walt: We do not address.

Chuck: We do not address, correct.

Walt: So my feeling is, we shouldn't address it.

Chuck: We shouldn't address them?

Pam: Chuck, it is like this. You can have wind chimes but we don't say in the covenants you can have them. We only say what you cannot have. I mean, there are thousands of things you can have that we don't say you can have. If they are not restricted you can have them.

Walt: Currently, it goes past us. If it is commercial activity, we turn it over to the county. If it is home occupation, our covenants don't address--

Chuck: Because your covenant specifically says that you are not allowed commercial activity--

Walt: The county doesn't allow commercial activity.

Chuck: Right. But our covenants don't allow them either.

Walt: Well, everything that we have been presented with is not commercial activity.

Tina: No, that's your opinion.

Walt: Well, do they have a sign or building or--our covenants say sign, building--

Tina: Our covenants say--stop--no matter what that says in the beginning, you have one sentence that says that commercial activity shall not be permitted. Period.

Walt: No, it doesn't say it. There is no period and it does not say that. No, No. Read the sentence. It is one sentence. It does not say commercial activity is not allowed period.

Tina: Just like poultry is not allowed.

Walt: Look it up and read it. We read it at the last meeting.

Tina: I know and I don't agree with you. I think that by the law the way it is, commercial activity shall not be permitted stands by itself.

Pam: While you are looking it up can I ask a question?

Walt: Sure.

Pam: I have a question, Tina. I already asked you this but I am going to ask you again.

Tina: Okay, sorry.

Pam: I don't think I got where I needed to go. On one hand, the attorney issues a definition letter saying that anything you do, Avon, what have you, that we consider a home occupation is commercial activity.

Tina: Yes.

Pam: On the other hand, I hear you saying that she is willing to ask for a stipulation separating those two out and saying they are not the same thing.

Tina: Yes. And do you know why? Because if a judge makes a stipulation that says they are two different things, then we are clear from lawsuits in the future.

Pam: But what makes her think they would if she is so adamant about home occupations being commercial activity?

Tina: A judge is making the decision, not a Board of Directors.

Tina: The motion that I have on the table really is whether we agree, don't agree, whether we can discuss this until the cows come home again for four hours. I am looking at--I think that a new Board who is going to be ultimately responsible for even--I mean, if we made the decision to stop this declaratory and they didn't have a voice in the decision whether to continue or to stop it, I feel that is just not fair. I really truly believe that the next Board--

Walt: The Board after this Board isn't going to have a voice and the Board after that isn't going to have a voice. My feeling is right now this Board is going to give it a no vote and if it goes on, it may get a yes vote and I'm feeling that if we are continuing this on just to get a yes vote out of a future Board, it is a bad decision.

Tina: I think as a new Board member, I would want to walk in and be able to do my own research and make my own decisions on something that I'm going to end up involved--being definitely involved with.

Walt: But we've been involved with it.

Tina: No we haven't. We had three members that were involved with it for a little while and we stuck those two in just at the last minute.

Susan: Let me just read the definition it says, "No store, office, or other place of business of any kind shall be erected or permitted upon any of the residential lots or any part thereof and no commercial activity shall be permitted."

Walt: So it is one sentence. There is no sentence that says no commercial activity--

Tina: AND No commercial activity shall be permitted.

Walt: That is the end of the sentence, not--

Tina: It is like listing dogs, cats, and burros. It's inclusive.

Pam: See, it just comes down to--the question for me is simply, when I look at Elbert County's rules and guidelines, they view commercial activity separately than they do home occupations. To me, that's the bottom line. It seems so simple to me and yet, apparently it is not. So that's why I am missing the boat. They are viewed separately and differently.

Patty: Right.

Walt: Every county views commercial and home separately.

Pam: That is why I am against it in the first place. We are talking about grandfathering again. That is not what I wanted to do. When I saw the way this was written I had a fit. That is not what I thought we were doing. What I hear Tina saying, I am in love with. What I hear her saying is we may write this stipulation, it may go this way, it may not. I'm not understanding where we really are. I mean I hear a lot of "ifs" and negatives so I don't know what I'm voting on. If I am voting on the way it is written, I can easily vote tonight and say no because I think it is horrible.

Walt: Correct.

Tina: Okay, let me ask this. RC, you are planning on running for the Board.

RC: Yes.

Tina: How do you feel? Do you feel like you are comfortable with us saying "Yes, we are going ahead with the declaratory" and you not having a voice jumping into the Board in February?

Tina: You know what I'm saying? I mean, either way.

RC: I think there should be an interim period where both boards make that decision.

Tina: Very good.

RC: Trying to get it worked out. The old Board has got to get the new Board up to speed and you have good points that you made, but as a potential incoming Board member, you tell me right now that you are going through with this and you vote that way, I'm going to be so leery of getting involved. There has got to be an interim period. You know, you are going to do it right now or you're not. I mean, you've got your decision and you are a board and you are capable of doing it. You have an out. I hate to say that but you have the power right now to say yes or no, you know. However, I don't see a problem with both Boards meeting together during interim periods and bringing everyone up to speed to make that transition.

Tina: To make the transition.

Pam: That's all well and good but then you're going to get down to this. I agree that we should do that anyway, whether there is a vote in question or not. That is just good common sense.

RC: We all should have an interim period.

Pam: But, outside of that, let's just say that's a given that we have an interim period where we all work together and try to bring everybody up to speed. Who is voting on this?

Tina: The new Board.

Pam: Okay, that--

Tina: Brian, what about you. You are on the--

Chuck: Well this goes back to your question, well, how is this new Board with new vendors going to be brought up to speed and they have to be given all of these ideas.

RC: But the new Board is going to have, in attempt to ease their minds. The new Board is going to have to deal with it anyway.

Walt: Correct. And the new Board, if they wanted to pick up the declaratory judgment and restart it, they can. But I think this Board is already gone through it and--

Pam: The way it is written I am totally against it.

Walt: I am totally against it also.

Pam: So I would be voting on a "maybe" is what I am thinking.

Walt: It is going to--

Pam: On maybe that this stipulation is going to be put in there and maybe the judge is going to like that.

Walt: So do you want to--

Chuck: He is going to come back and say, "You know what? You people did something totally illegal with votes, you totally disallowed what the community wishes were and you know what? He is going to come back and say "Get rid of all the businesses, get rid of everything, move forward with what the covenants say, abide by the law and see you later.

Pam: No, you don't have to get it passed. Only disallow. Keep that in mind. Covenants only disallow. They only restrict. If I view those as two different things, then I don't need somebody's decision. Isn't that right?

Chuck: We have had five or six different votes since 1998 trying to allow home occupation? It has been voted down five or six different times? Someone has felt along the line that maybe the community should make that decision about whether or not we want or don't want home occupation. It is obvious that the majority of the community does not want home occupation. Therefore--

Pam: How do you know that? I think the majority of this community is silent, but those who spoke are highly in favor of it so I don't know--your thinking is skewed a bit.

Tina: But legally it never got passed so--

Chuck: You had people come forth and vote for it to allow it and it never got passed--

Pam: I don't think you can determine from that that people are against it, I mean, the vote is very one-sided of what we have.

Stephen: You probably _____ 1:13:46 declaratory judgment the judge declared right. Period. That is all it does.

Tina: He gives an order and a stipulation from a declaratory judgment.

Stephen: You've got the covenants here, okay? And you've got this bylaw change. It says "The following provisions shall guide the Architectural Control Committee in administering restrictions set forth in the article six of the declaration of 2000 of the covenants." That is where it talks about commercial activity. It is a guideline. I'm not changing a darn thing. You still got this in your hands. That takes precedence over all of it.

It is a guideline. It is not changing anything. You are talking about people moving in here and suing everybody. Coming down on the Board. Unless they read this, they aren't even going to know. I read it. It says it is a bylaw change. I knew it wasn't a covenant change. I read it. It said it is a guidance for the Architecture Control Committee. It doesn't tell me I can do a darn thing. It is just a guidance for them. You know, I can read. I can read the English language. That's what it said. I knew right away the covenants override that.

Tina: And the covenants, you believe to say--

Stephen: The covenant says no store, office, or other place of business. They are talking--when these guys brought this guy in here, the developer, he didn't want someone to come in here and put in a damn storefront.

Pam: You think they are talking strictly about storefronts?

Stephen: That is what he was talking about, a doctor's office. They don't want a doctor's office in here and you've got all these attorneys working out of houses. But you can have a home occupation. I can do my book work at home for my business. I don't do my business at home. I don't do it at home but I do my book work at home.

Dawn Hill: I have a question. You were talking about the declaratory judgment not actually affecting the covenants because it is out there. What does that really mean?

Walt: It wasn't done correctly. It means the vote was not there to put that into the covenants. They just put it in.

Dawn: So you are saying that we are aware that you have a mistake?

Walt: Basically, that's what we are asking them to do. You have a mistake and we are asking him to make it right.

Tina: But now we are asking for a stipulation--a specific stipulation for him to bless which is to say commercial activity is not allowed but the definition of what commercial activity is and what the definition of home occupation is and that would allow--it would allow home occupations but not commercial but the judge would make a stipulation between the two.

Dawn: If you don't get the declaratory judgment now, what happens when Chuck writes a letter saying Dawn Hill has a puppy mill or something on her property?

Tina: Use something different.

Pam: Yeah, use something different.

Dawn: Okay, Dawn Hill has a landscaping...

Tina: Okay, a landscaping business out of her home.

Dawn: Yup. I don't actually store the materials there, but I run my office out of my home.

Tina: And if the Board believes that it is not commercial, then they would write a letter back to that homeowner--that complainant and say this Board does not believe that this is commercial activity and therefore allowed within Pawnee Hills.

Dawn: But a landscaping company typically would be commercial activity.

Tina: Not according to this Board.

Dawn: And it can be licensed as a business so once it is licensed as a business and if for some reason Chuck didn't like that answer and he decided to sue the Board--

Walt: Well, first of all, the Board--

Dawn: Well, probably then if they have already responded, that would be a tough one but someone could go back and sue the community.

Walt: We would go to Dawn and say, "Dawn, do you have commercial activity?" Now if you said yes, then there would be further action. So you are saying yes, you have commercial activity then it is out of our hands. We would turn you into the county.

Pam: Isn't it true that if we go that route that the first thing the Board has to do is develop a definition for commercial activity? Otherwise what are we basing our decision on?

Walt: We can choose to adopt.

RC: The Association doesn't have the right to overrule a county law. You know, you can't say in our covenants it is legal to smoke marijuana in Pawnee Hills.

Walt: We can only make it--but what we can say is it is illegal to smoke cigarettes or we can make a law. We can make it more strict, we can't make it less strict.

Pam: I guess what I'm saying is, perhaps in that letter you would say per Elbert County guidelines, the Board does not find this to be commercial activity. I mean, I think the person has a right to know what we are basing that upon is what I am trying to say.

Dawn Hill: I am wondering how many people could potentially come back and sue? If you've got 12 people who get turned in for commercial or a violation of covenants under this particular thing and you go back and say no, then obviously you have a homeowner that can come back and sue. If you say yes, I want you to get rid of your business, as Chuck stated there are business owners who can sue. So what is going to be the cheapest factor for the community?

Walt: The cheapest factor for the community is we go to the individual once they are turned in, we ask them if they have commercial activity, just like we do on anything else. Now, if that homeowner is dumb enough to say "Yes, I have commercial activity" which I would doubt any homeowner would say, but if they did say "Yes, we have commercial activity," that is against county regs. We don't enforce county regs. We turn it over to the county.

Pam: We enforce covenants, though.

Walt: Well we enforce covenants but that is a county violation.

Pam: If we have 10 dump trucks coming in and out every day, then we have to address it.

Walt: No we don't. Why we would--

Pam: I feel we do.

Walt: Okay, let's say they get turned in for having a crack house. And you came to the Board and said that this guy has got a crack house. We are going to ask you if you have a crack house. If you say yes, do you think we are going to police that? We turn it over to the proper authorities. If you are running a commercial activity on your property, that is not our responsibility. That is, the county has a law against that. You are in a

zone where you can't run commercial activity. We have no involvement in it. I mean, maybe a different Board is going to see it differently but why would we police commercial activity? We don't police anything.

RC: You turn it over to the county and county says that that's not allowed, okay? Then you have also eliminated yourself from being sued because if the homeowner has an issue with you enforcing it, they have to go to the county.

Stephen: If somebody turns somebody in, the Board says okay. They send the letters and everything like that. The Board has done its obligation. If the homeowner wants to pursue it more they have got all the entitlement in the world to sue the person, they can enforce the covenants themselves. I don't have to pay for it. They don't think it is right.

Pam: I can tell you--

Walt: We don't police.

Pam: I can tell you why the Board has to enforce the covenants. Because we have had--

Stephen: Because once you have done that--

Pam: I'm telling you, if the Board picks and chooses which covenants to enforce, then we have a big problem.

Walt: Why are we picking and choosing?

Pam: When the judge says to us, when the guy puts pigs and cattle next to you, the judge says to this Board, "You have abandoned your covenants". "It doesn't matter". And that is something that I-

Susan: We are abandoning the issue.

Walt: Why are we abandoning the issue? We would continue on what we do with the pig or a chicken or commercial activity. We would continue with our fines. We would continue with the court procedures. Well, I mean, that--

Tina: We have to turn it over.

Walt: Well we do have to turn it over. We can't take action over it.

Tina: But we still have to do the right thing--

Walt: We still have to send the letters and turn it over to an attorney and all that but the county handles it. We just fine them.

Tina: Okay.

Pam: Well, you're talking double barrel which is good.

Walt: Well yeah. You have to. It is a county violation.

Tina: Okay, wait.

Dawn Hill: Are you going to answer my question, can you follow through and just go on with your thought process?

Walt: Well, I mean, we have to turn it over to the county because it is a county violation. But we still go through with our fine. They still get letters from the attorney. They still go to court if they don't clean it up.

They just have to go to court with us and with the county. I mean, it is--you don't treat it any differently than you treat anything else in our respect if they say yes. But the county is going to come in and make them stop their commercial activity. It is not going to be us. We are just going to collect the fees and the fines.

Stephen: If the board doesn't think a commercial activity is a home occupation and the homeowner is not happy with that, then it is their problem.

Walt: Well, we don't really decide. The homeowner--I mean, we may decide if it keeps coming back to us but really, we ask the homeowner. That's what we do on everything else.

Stephen: Whoever reports them and I say it is commercial activity. You guys say, "Well no, it doesn't fit commercial activity by our guidelines."

Pam: Then we are done.

Stephen: Right. And if I don't like that, then I got all the right in the world to sue you personally myself.

Walt: Correct.

Tina: No, you could sue the Board.

Stephen: No.

Tina: Yes you can. You can sue the Board, absolutely.

Walt: You can sue anybody you want any time you want.

Tina: You can sue the Board saying that you are not doing your job. I believe and the definition is this and--

Stephen: And the judge would laugh at it and throw it out.

Tina: We wouldn't win.

Walt: We would win.

Tina: I think we would lose. We would lose attorney fees and all. I am going on record to say that if we got taken to court regarding commercial activity, we would lose.

Stephen: If you got your guideline, if you got a guideline in what you consider commercial activity to be--

Chuck: That is the problem we don't.

Tina: We don't.

Susan: It doesn't actually clarify what commercial activity is considered.

Walt: I guess my concern is I don't want to make it more restrict because then we become more obligated. Whereas if we leave it where it is at--

Tina: I think so too because we have a stipulation and an order from a judge that we can write and we've got both attorneys and have both--

Patty: I don't read this the way you read that.

Walt: As what?

Walt: You break it up. Yes it does.

Patty: Even in the structure of the sentence, to me commercial activity is inclusive.

Tina: I believe that too. We have evolved through this declaratory slowly but we have evolved and every time we move forward, we get a little bit more information. And knowing that--so we filed it and it was grandfathered and no one liked it--all it is is a case in court. This just got us started. We now have to ask for a stipulation and you have two attorneys on the same page. I have a really good feel that the judge--Judge White would bless what David and Cheryl would come up with. But again, we are back--what's that?

Stephen: They presented grandfathered clause?

Tina: But just to start the case. This is just like--we are looking--we can do a stipulation to the judge and present that stipulation for him to bless and then the judge makes the stipulation an order and then it becomes law.

Pam: Hold on a minute, Stephen. Patty, question for you. Do you think Pawnee Hills should allow home occupations?

Patty: Oh, absolutely.

Pam: Do you think it is the same as commercial activity?

Patty: No. It says all business--

Brian: And you consider that two different definitions.

Patty: I do believe that home occupations and commercial activity are defined differently. Do I believe our covenants make that clear? No, because of the way it is structured it says all businesses. That is the way I personally read it. I think it is very, very clear that this was written 35 years ago and you didn't have people at home doing accounting businesses.

Tina: And our attorney read it that way too.

Walt: But you are saying that any home occupation is a business.

Patty: That totally says it. You've got a business license. You're registered with the Secretary of State. You are paying business taxes.

Walt: I don't think Tupperware ladies have to pay business taxes.

Patty: Theoretically, she is paying state and federal taxes.

Pam: So what you are saying is all businesses are not commercial activity?

Patty: Right. But our covenants don't make that clear--

Walt: What you are feeling if you came to somebody and said they had commercial activity and they said they had a home business?

Patty: I would do--that's what we are talking about doing here. We should kick it back to the complaining homeowner and I agree with Tina, I think that we would loose, because our covenants don't make a difference. It says all businesses. You're screwed but that is what it says.

Walt: And you have no problem with an attorney that tells us when we are going to get sued we are going to lose but in the next statement she isn't sure what is going to happen.

Pam: And we can have a stipulation.

Tina: No. There are two different issues that we are talking about.

Patty: All I am interested in at this point is, if we go forward with the declaratory judgment, that the drive behind it is not the grandfathering clause. The drive and the judge understanding the drive is the stipulation of a definition that these are two separate things.

Patty: And if they are, then I'm comfortable going forward. If the drive is the grandfathering clause and if we have this other little feather we want to put in the cap, not interested. Because it is not going to accomplish what we need to have accomplished.

Walt: We are going to get sued either way. We are not doing it not to get sued. According to our attorney, we are doing it so we can win the case in court and I don't know how she can guarantee that but we are doing it so we can win the case in court. That is what she told us. So that when we get sued, we can win the case in court.

Tina: Okay, this is what--just in case for the people that haven't heard this yet, this is the letter that I read last month from our attorney regarding the declaratory judgment. This is a letter that she wrote for free to the community. Some of you have heard this before, some of you haven't. "Dear Board, We are gravely concerned for the Association and for you Board members individually by the rumors we have heard about not going forward with a simple declaratory judgment. Reasons are everything from pressure of a few outspoken homeowners to a fear that you might not get the results that you want. We have been in touch with opposing counsel in this matter. We all think it likely that if we submit a stipulation to the court asking for an interpretation of commercial activities, which would allow for home occupations as we define them, the court would agree. Of course there is no guarantee of what the judge will do. However, the Board and its individual members would be protected from liability by having taken this intelligent approach. As attorneys for the Association, we have warned you that the present pattern of activities can not continue, especially since you have been put on notice clearly for more than a year now that the attempted amendments to the bylaws may not only be invalid but are in direct conflict with the covenants as they are written. It is apparent that you knew because you kept holding elections to try to remedy the problem. The elections failed. The Board may not blissfully turn a blind eye to businesses operating within Pawnee Hills and not expect to have legal actions brought against the Association compelling the Board to enforce the covenants. Big deal, you might say? Let them spend their money to sue us. Here is the problem. First, they would win. Second, the new laws would make the Association pay for their attorney's fees as well as the Association's. Third, the errors and omissions insurance that the Association has may decline to protect you because this is a grossly negligent act on the part of the Board. You knew what you had to do and refused to do it. There is a risk of personal liability on the part of Board members in a case like this. You have easily within your grasp the ability to resolve the question by letting a judge decide. The monkey is then off your back. Whatever he says is the rule. Simple. Cheryl Mulvihill."

Chuck: What is this going to be monetarily to finish this? Is there any guess?

Tina: About \$1,500 and we will be done.

Walt: Is that with changes or without changes?

Tina: With the stipulation?

Walt: Well, we are talking about the first stipulation we don't like. Nobody likes it.

Tina: Well, the first--that's not the stipulation. The first thing that went out was just--this is what we are asking--this is to get the case in court.

Walt: Now we are asking her to ask something else so it has to be re-presented to the judge--

Tina: No, now they just submit the stipulation to the judge for consideration and then we go--we may or may not have to go to court.

Walt: But we have already presented this to the judge. The judge has already read it and said no.

Tina: No, the judge said no to the class action suit. The judge didn't say no to the case.

Walt: But when he said no, the thing that was attached to it was the thing that said grandfathering.

Tina: No, what he said no to was "No, you cannot do this as a class action suit."

Pam: He is saying what was attached to it.

Walt: What he read was the grandfathering and that is what he said no to--we didn't just ask him, "Can we do a class action suit?" We presented him with what the class action suit was.

Tina: And he said no, not to the grandfathering, he said, "No, you can present this case in court but you cannot do it as a class action suit."

Walt: So let me go back. We presented him with the grandfathering. We have not presented him with the new stipulation.

Tina: There are two different things. The case in court isn't a stipulation. We just are asking for the judge to hear--

Pam: The answer is yes.

Tina: Okay, I guess. I'm just saying we asked the judge to hear our situation. We had to give him our situation.

Patty: We are pulling out the grandfathering and we are putting in the stipulation. We are going forward.

Tina: No. The next thing we do would be the town hall meeting which then we would have David explain exactly what the stipulation is--

Patty: Tina, that wasn't the question. The question is in terms of what the judge is going to see.

Tina: The stipulation.

Susan: Tina, unless the complaint is amended is where they are going. Unless the complaint is amended, when we do go to court, the judge is going to read the complaint or "the lawsuit." If he is going to read that, he is still going to read the grandfathering part in addition to now what we would like to do is stipulate and he has to decide, okay, grandfather and/or stipulate or nothing. But it will still show the grandfather.

Tina: It will show that but--

Walt: We have to ask the attorney to write--

Pam: He is going to think we really need him because it is obvious we don't know what we want.

Tina: But now we have--because the first thing was just what we would like to present to the court. This stipulation is--judge, this is what we want the outcome to be.

Pam: This is what we want now.

Tina: This is what we want the outcome to be.

Walt: This is what we wanted before. This is what we want now.

Tina: So we don't need to amend what we had and what they would do is say this is the stipulation that we are looking for you to sign off. The stipulation is the same as the--

Pam: So please disregard the grandfathering--

Tina: So please sign this law that says--

Pam: He disregards the initial lawsuit?

Tina: No, he still reads that part but the stipulation is, we are asking him to say--we are not saying sign off on the grandfather--

Walt: So the grandfathering will remain in the stipulation.

Tina: In this, but the stipulation is the order. This is what he signs off and that is what is law.

Walt: Is there--

Patty: So the grandfathering may be dropped out of the stipulation?

Pam: It will be dropped out of the stipulation.

Tina: Yes.

Stephen: So we then go with the declaratory. Now we are petitioning the court for a court order on the stipulation? They are two different things.

Walt: Yes, you are correct if you want me to answer that.

Tina: Yes, I guess. Yeah. You have to have a declaratory to start the case. You can't just walk in and say I want to stipulate something. I want you to order something.

Pam: The declaratory is not going away. We are just asking for something different as a stipulation.

Dawn Hill: This is my personal opinion of how this is going as a homeowner. If we go with the declaratory route, do the stipulation that both of these are considered businesses, your home occupation and your commercial, okay? And you need to enforce your covenants. That is where I see it coming because either way we are still going to need to enforce covenants. It will at least save us in the long run a lot of attorney fees. For \$1,500 out of pocket now, you are probably talking at least 12 current homeowners that probably have businesses and you know at least four current homeowners are going to complain. And will personally sue this Board if the Board doesn't make them quit their home occupations or their business activity.

Tina: And Dawn add one little piece to that. Back to the chicken case, alright? Again, we would be--we have to treat all of the covenants equally. And so if we went after somebody for a chicken tomorrow, they easily in court could stand up and say this Board is not treating everybody the same. There are allowing commercial

activity in this community and they are going after my chicken. That ain't right. And any member could come up with that and win. And the judge would be, like, "What's going on?" I know because it happened.

Walt: So they would have to prove the commercial activity that we are allowing in the neighborhood. A judge wouldn't just accept that statement. They would have to prove the commercial activity--

Tina: You know what? The judge did ask--

Pam: We would say we looked at commercial activity as a Board, we would reference Elbert County's guidelines, rules and regs.

Walt: And that is not happening in our community.

Tina: Go ahead, sorry Dawn.

Dawn Hill: From my own viewpoint is, as a homeowner, I don't want to continue going on with battles and battles and battles where we are just losing money. If we can get a court stipulation, which down the road will actually save us money and give us attorney fees back, which may discourage some people from suing, go for it.

Chuck: I think that logic was essentially the same approach that you guys started talking about several years ago when this started boiling up and you started getting--people were threatening to sue and sue and sue and it was like what is the solution and then that is when Cheryl came up with getting someone else who is willing to do the declaratory judgment.

Pam: I just want to know why it wasn't written the way the stipulation is now? Why the declaratory was not written that way? I would love an answer to that.

Tina: I'll tell you what happened is, we were in the middle of the chicken case. We had a whole bunch going on with--two poultry cases. Sorry, I don't mean to pick on chickens. Two poultry cases. And what ended up happening is that the first case that was brought up and they very well had the right to say, "Your honor, this Board is not treating everybody the same." Okay? Second one comes up and says, "Your honor, the Board is not treating everybody the same." Oh yes, wait, wait, we've got a declaratory. And we just created the declaratory and I thought at the time, I thought yeah, let's just grandfather people in and then--

Pam: I mean, who decided how to word that?

Tina: You, Walt and I were just saying we need to do a declaratory and you were like, "Okay."

Pam: It was never ever explained to us that it was going to grandfather people in. I know that for a fact.

Tina: It was just kind of like we are going to do this declaratory.

Pam: I thought the declaratory was going to be just exactly what you are saying about the stipulation now and I am wondering what--

Tina: I have no idea.

Dawn: I want to know as a Board, are you guys in for saving money long run or are you just going to turn around and say no, we are going to let somebody else do this? That is my question for each and every one of you.

Pam: I guess my answer is I am for doing what I think is really and truly the right thing.

Patty: Which is?

Walt: That is a very political answer.

Pam: Well, I mean--

Tina: I know, that didn't mean anything to me.

Pam: To me, I stated this more than once, I think commercial activity and home occupations are separate the way they are defined in Elbert County.

Dawn: So you would vote right now to go on with the declaratory?

Pam: The way it is written I would vote no.

Tina: With the stipulation?

Patty: With the stipulation I vote yes.

Tina: With the stipulation I vote yes.

Susan: I can't vote for something that I wouldn't have filed in the beginning. I just don't think it should have ever been filed. I think it should have been handled differently.

Dawn: Well it has already been filed.

Susan: It has already been filed and--Yes, I'm not going to vote for it. No.

Walt: First of all, it is has never been proved to me it is going to save us any money down the road in legal fees. I mean, I don't believe that. I don't believe we are going to get sued. I don't believe we will get into a lawsuit. And I think we can get into a lawsuit whether we have it or not. And if there is ever a vote in this community, it supersedes that thing and it is a wasted piece of paper for a lot of money. I would vote no. I don't believe in it. It is poorly written. If another Board wants to pick it up and have it written properly, that's fine with me. But as a Board--

Dawn: So you would change the declaratory at this point?

Walt: Yes.

Dawn: Well you would have to change the writing--

Walt: And that's going to cost more money in the long run. So I can't continue on with this knowing what I know and how it is written so I would have to vote no.

Pam: What is the motion on the table?

Tina: To table this until we have a new Board.

Pam: Well, we still have a discussion. I want to hear what Brian has to say.

Brian: As far as the declaratory judgment I see a negative to it. When the judge is in there and he makes his final decision and he says that you guys have asked me to give my opinion and then law for you guys, and you guys only, not every other Homeowner Association in the county, when he comes back--he can come back and say, "Well, I consider these home occupations commercial activity." Then, as a Board, you have to go after every business in the community and that will cost who knows how much money and how much time.

Pam: Good point.

Tina: But, we would get our attorneys fees back because the law states that if--I mean, the judge has made this decision that that is what the law reads and that is how he comes up with it, and so he is basically coming back saying no poultry and so if someone has poultry, we go after them for poultry, we get the fees back.

Walt: No. You don't automatically get the fees back. It has to go to a second judge and we have to request the fees back and he makes a decision on it.

Pam: And I'd like to make a point--

Tina: But the law is in our favor.

Walt: It is in our favor but we--

Pam: Just because we ask for them doesn't mean we are getting it back. We know that from the discussion we had today.

Walt: There is no guarantee of getting any fees back anyway.

Tina: Well, that's a whole different thing. We get awarded it. We have gotten awarded for all of the fees--

Walt: In the past. There are no guarantees in the future.

Tina: Well, but the laws are on our side.

Brian: But I think--do you think that--don't you think that it would cost a lot more right up front?

Pam: To go after everybody?

Brian: To go after all these people with businesses? Not chickens, you are going after people that--

Walt: We would be forced to do it by a judge.

Brian: You have people that are making money. Some businesses are quite lucrative and they--

Pam: Will fight.

Brian: So, I mean--you can get sued at any time for any thing. I mean that is just a crap shoot. That is what can happen.

Walt: You are correct.

Brian: Either way you are going to have to go after people or not or sit back and wait for something to happen. You can—I understand that you are trying to be proactive?

Tina: Um-hmm.

Brian: In trying to involve the new board members and that's what you should do as a Board member. But you also, by the same token need to weigh which is going to be best for the Board.

Pam: And for the community.

Brian: And for future Boards. Is going after a bunch of businesses in this neighborhood because of the declaratory judgment a good idea or if going forward with it--

Tina: But you are going towards thinking that the judge is going to come back and say it is commercial activity, you guys are screwed.

Walt: That would be up to the judge.

Pam: We are anticipating letters.

Walt: Right now, we are anticipating letters. We could be forced--

Dawn Hill: I can guarantee there will be at least two letters regarding commercial activity after this is done.

Brian: Sure.

Dawn Hill: So how can you say fading off a huge lawsuit when you don't even--

Walt: He is looking at the negative side whereas we are only looking at the positive side.

Dawn: Well anybody can look at the negative side. He is looking at the negative side either way. Because if you win the declaratory and this is considered business, you are still going to have to be reported to. You are still going to have to be reported to. It is not like you guys go out and police your neighbor. It is not what the Board does. Okay? So even if the judge comes back and says, "Yes, you are going to have to enforce the commercial side of this or the business side of this," that still has to be done because those bylaws are bylaws. If somebody came in here and moved in tomorrow and started up a floral shop out of their basement where they delivered flowers, they would still, if they got the letter they would have to go after it because it is a covenant violation.

Brian: That would be commercial activity, that is correct.

Walt: Well, and our covenants say no business.

Dawn: Right.

Walt: So regardless of what the judge says in the declaratory judgment, no business--I've asked the Board members, they said that business is home occupation and business is commercial activity. If you have that viewpoint and no business is written in our covenants, then regardless of the declaratory judgment, you can't have a home business grandfathered or not.

Brian: So if we do win, and we get our money back and then we have to go enforce.

Dawn: Only if there is a complaint.

Brian: And what do you think that would cost all the other ones that would probably--

Tina: Yeah but you realize that once we've won the case, there aren't that many people that are going to jump and say theirs is different than--I mean--

That is why you are asking the declaratory to stipulate--

Tina: That is why you are trying to get a stipulation to solve this problem in the future. Because I'm looking at Walt now he is saying business is business. All businesses--our covenants don't allow businesses. But--

Walt: Isn't that what we read?

Tina: Now you are saying business. Before, you were like, well, we can allow--the Board will just say--

Walt: No, I said I asked them. I quoted her. I asked her, "Do you think a home occupation and commercial activity are both businesses and not allowed?" She said yes.

Tina: What about you?

Walt: I say no.

Tina: There you go.

Dawn: But what about home occupations.

Walt: Exactly that. Home occupation.

Dawn: What is an occupation?

Walt: An occupation is a job.

Dawn: So it is a business.

Walt: Then why are we even doing this because no businesses are allowed in Pawnee Hills. If you read the covenants as the businesses being home occupations and commercial activity, we won't get anything back because no businesses are allowed.

Pam: Of any type.

Walt: Of any type. And the judge cannot change that. He can't overrule a lawsuit on that.

Pam: If you believe it is that way.

Walt: If you believe it is that way, you cannot change it. It is in the covenants.

Pam: It is obviously an interpretation.

Walt: The only thing that can change it is a vote by this community.

Dawn: Correct.

Tina: But if this Board decides that, oh, we don't think this is a business. We don't think this is commercial activity, we are just going to let this go full well knowing that we've gotten this far with the declaratory, we have been--we've had an attorney give us information, we have gone so far and we have stopped the declaratory and someone takes us to court, that judge is going to go, "What are you guys doing?"

Walt: So your feeling is that the next Board is going to pass it and it is going forward?

Tina: I don't know what the next Board is going to do. I have no idea. But the next Board is the one that is going to be told by the insurance company, "Sorry, we don't cover you guys because it is an error in omission. The next Board is the one that is going to be having to make the decision whether they think it is business or not and whether they end up in court because their names are the ones--

Walt: What about the Board after that?

Tina: They have to go to court. They are the ones that have to go to court. You are not on the Board anymore. You don't have to go to court anymore, so, it's like, whatever to you.

Walt: So we worry about the Board member who is on for one year or the Board member who is on for three years?

Tina: I think it is up to the new Board because they--you are right, they are the ones that are going to be personally liable for it.

Walt: We spent all night discussing this and the new Board members aren't even here.

Dawn: That's not true.

Tina: RC, Brian.

Walt: We've got three candidates. Where are the other four?

Pam: Excuse me. Stephen has had his hand up for a while.

Stephen: Okay, we are going round and round in circles about this. The main problem is right there. There are so many holes in this thing right now. We need to change the covenants. That's what needs to be done with this community that needs to be brought aware of. These things are so full of holes and so--they were wrote 30 years ago.

Tina: You know what? We cannot fix that. We have never been able to fix that and--

Walt: So the motion is on the floor. It has been seconded.

Pam: Want to re-read your motion because I have already forgotten.

Tina: Motion to postpone the decision on whether to go forward with the declaratory or not until the new Board is in place.

Pam: The motion is to postpone.

Tina: Motion is to postpone the declaratory until a new Board is in place.

Walt: Seconded? All those in favor?

Patty: Aye.

Tina: Aye.

Walt: All those opposed?

Susan: Aye.

Walt: Aye.

Pam: Well, I guess the problem is I really do see both sides of this. But considering--I think we should wait because I am going to be the only one here defending why I said no. Is that a good reason?

Walt: Political once again.

Tina: There you go. Okay so there were three yeses to postpone for new board members and two nos. The motion passes.

Patty: Well, I think the next thing after the homeowners meeting I think we need to--whoever the Board members are try to schedule a time together to meet.

Pam: I do want to reiterate before we go further that if we are talking about submitting the declaratory judgment as written--

Tina: No.

Pam: Then my answer is definitely no. Kill it. No. I want to make sure that is in the minutes because--

Walt: So you are rewriting the declaratory judgment and not asking for--

Patty: The grandfathering has got to go.

Pam: If they are in agreement that if we--

Walt: So it is going with the grandfather?

Pam: So we can do that tonight. We can take a vote on that tonight that the declaratory will be amended with a stipulation that grandfathering is no longer a part of that. We can do that as a Board. We can't vote whether to proceed or not but we can vote on how we will proceed if it happens and that would make me feel much better.

Walt: As long as you realize that the declaratory judgment goes in with the grandfather statement and then you have to attach another statement stipulating that that grandfather statement is--

Pam: Goes away.

Walt: Is null. Yes.

Tina: Um-hmm.

Walt: But it still goes in front of the judge with the grandfathering statement. So he has the opportunity to approve the declaratory judgment and disapprove the stipulation.

Patty: Sure.

Tina: Um-hmm.

Walt: He has absolutely that power.

Tina: Um-hmm.

Walt: It's up to the judge.

Chuck: Not likely that he is going to see the stipulation and not consider it.

Walt: He could consider it but he has the option to--it is up to the judge. It is not up to the attorney. It is up to the judge.

Pam: Maybe we would be better off killing it and writing it properly.

Walt: That was my thought exactly.

Pam: So we would have to start all over.

Tina: We have a case in court. The stipulation--

Chuck: The stipulation is going to be an attachment.

Pam: But is that going to carry as much weight as the declaratory?

Tina: The stipulation actually carries more than the actual--

Chuck: It probably carries more because now you have additional information and you are refining what the first course of action request was so I'd say probably has a little bit more.

Tina: And both lawyers are going to be asking for that when they appear in front of the judge.

Chuck: So probably it would. I'm just guessing from being on an arbitration board before and Judges generally will listen. They want to hear additional information. They don't want--they don't want to go in blind with just one or two facts. They want to have four or five facts.

Walt: Well, the next Board may not even pass it.

Pam: Are these attorneys going to say in the stipulation, you know, "Your Honor, we reconsidered the initial request and we want it to read this way and we do not want grandfathering to be a portion of that?" Are they going to be that specific because that is what I want.

Tina: Yeah, the stipulation could be as specific as you want it to be.

Pam: I want it to be made as clear as day to him that we screwed up. Grandfathering is not what we want. Here's what we really need.

Tina: Yeah, we have more information now than we did before.

Pam: So is this Board going to talk about the stipulation and how it has to read? If it proceeds? That is what I am asking.

Walt: No the next Board will.

Chuck: But realize that the next Board still needs to have an input from everyone.

Tina: Yeah.

Walt: I will be present.

Tina: And you know, Patty, it is not just one meeting. It is going to take--because--you know, the declaratory is huge in itself. And that's not even counting all of the legal stuff that we've got going on and the pool and the--everything. It's not--this is a huge undertaking for a new Board. That is a lot of education.

Patty: Can we go home?

Tina: I have to adjourn the meeting and then I have to talk about some attorney-client privilege stuff that has nothing to do with the declaratory.

Chuck: Since you are continuing with the declaratory judgment, I would like to withdraw my name for consideration to be elected to the Board.

Tina: We voted to postpone the vote to stop the declaratory.

Walt: But it is still on hold. We voted at the last meeting to--

Chuck: If it does go forward and it goes to court, I do not need to be a part of this Board if I am elected. So--

Tina: Well, what would happen is he would be elected and then he would have to recuse himself from any decision regarding the declaratory.

Pam: If we go forward, you would have to resign.

Chuck: Yes.

Tina: And you would have to resign.

Chuck: I don't want to be put in a position where if I were elected that I should be a part of that decision making?

Pam: No, you couldn't be part of that.

Walt: No. You couldn't.

Tina: He couldn't have anything to do with the declaratory.

Patty: I think Chuck is making a good decision.

Walt: It is your decision.

Pam: I understand what you are saying.

Chuck: I don't want any conflict of interest with any of you guys--

Tina: You could still be--you could still be elected onto the Board, but you could not be involved in any of the--well, see, this is the trick. He has to be--see, he has to be a part of the declaratory because he is on the suit. So he has to be--we can't have it both ways. You know, so--

Chuck: I don't think I could do both – it would have to be one or the other.

Tina: I don't think so.

Chuck: I have to make a decision which one and so now we have to go back and make a different filing with a different declaratory with a different name. Is that what the problem was?

Tina: Yeah.

Chuck: I don't think that is the right thing to do. I think I will have to withdraw.

Tina: Okay, so just for the minutes, Chuck Nichols withdraws his name from the nominations.

Open Forum:

Dawn Hill: If you are going to get bids on a sprinkler system, also look at artificial turf which would be the green-looking grass without having to mow or water?

Tina: Oh, okay.

Dawn: The price is comparable and it might be a good way to go.

Tina: Okay.

Dawn: Electric out here, I assumed since you read today that that was already going ahead at the pavilion?

Tina: Yes.

Dawn: Okay, what sound system actually supersedes the other when you get two people out there with a radio?

Tina: What?

Dawn: Two people bring in a juke box, one playing country and one playing classical, which one is going to supersede?

Tina: Whoever is the biggest.

Dawn: It answers the question, you know, if they had to drain their batteries or use the electrical outlet outside.

Tina: Okay.

Dawn: Security of the facilities is a big one for me at the clubhouse and the mailboxes and everything. What if this Board or one of the concerns with this Board regarding the security issues, vandalism, and late night visits to the swimming pool.

Patty: Some of the electrical these guys were already working on when Susan and I came on. It was here and over at the mailbox. You know, that is a great question.

Dawn: I'm talking windows and I'm talking late night skinny dipping that we don't have to--

Tina: Well do you have any suggestions?

Dawn: Yes. I was looking into doing security cameras so if we had them we can find out who they are.

Tina: Well, and Stephen was talking about, you know, doing something like that and, you know, that is just kind of a project that has been put on hold so I think it is still out there. It is just--we were trying to figure out--we didn't pay--we didn't spend that much on vandalism and we've got--our deductible changed, guys, what, \$2,000 deductible now for anything that --

Dawn: When you are talking vandalism are you talking about this year or the last six years where we had vandalism every year?

Tina: Well, we have had vandalism every year but it is less than our deductible. At the time it was \$1,000, so for the whole year, I think on vandalism we have maybe spent like maybe, I don't know, last year I think we probably spent \$50 or so for the broken windows and the other, the pool vandalism that we had we got reimbursed back because we did catch the people that did that. So say \$500. I'm throwing a high number out there, so say \$500 a year.

Dawn: You can get security cameras for less than that.

Tina: But if you have the security cameras, then we were talking about who monitors them and there were so many other issues involved like if somebody spray paints it, if somebody breaks it.

Dawn: You can put them real high and still have good range.

Tina: So, that one is just going to be put on hold --

Chuck: There are priorities that are--

Tina: Yeah, there are priorities--we've got other fires that we are taking care of. It is a good question but I'm not real sure if it is worth paying.

Dawn: Because I didn't move into this community to have it constantly vandalized and I really didn't like the one Board member previously who had told me that items cannot be donated to this Board or to the Association because it cannot be considered secure.

Tina: What?

Dawn: I offered to donate a computer system to this Board and there was a member who said, "I'm sorry, we cannot accept it because we cannot keep it secure." That to me is a big problem, especially with the increased vandalism, that we need to start looking into other things and I realize that people don't want flood lights because they are too bright or whatever. Go to other options then.

Tina: And to be honest with you--

Dawn: I as a homeowner if I need to put that in writing I will put that it in writing as a request but I was hoping to do it as a verbal request.

Tina: Okay. What I would--unfortunately, we don't have--I mean, I'm still waiting for Walt to figure out how we are going to record meetings which he promised me that he was going to do that.

Walt: I have to stay here until I find out a way.

Tina: Yeah, you have to stay here--so we are looking at if a homeowner--because the Board is kind of tied up with other things--if a homeowner can bring bids and information and that type of thing to the Board, we are ready and willing to listen to it. It is just that we just don't have the time ourselves to look into that type of thing.

Patty: We have limited, just like everybody else, we have limited time.

Tina: But we are not opposed to listening and hearing people's suggestions.

Dawn: Great segway here. How many hours a week do each of you put in? I'm going to ask you the same questions at the Homeowner's Association meeting.

Patty: I put in two hours a week at most for the Homeowner's Association and that was the agreement that I made with Tina and it may be 8 to 10 hours one week and nothing the rest of the week. Where my focus is, in all honesty, is a lot of things that are community-wide and no longer the Homeowner's Association and I'm not going to play games with that. That is where my time is spent. Okay?

Dawn: That is just a question that I am going to ask at the homeowners meeting. Moving on from security to SB-100. I realize that there--and I guess it is SB89 now.

Tina: No, both. You have to take both of them.

Dawn: I realize that the Board had said that this is what needs to be done on request for the homeowners, that we need to write a letter and we need to request the stuff and how we need to do this. My question is, what does the Board need to do for us? What exactly is your time line on getting us the information that are required by law?

Patty: Part of that is the rules and regulations. The rest of it is this stuff is your only responsibility as the homeowner.

Dawn: I can't make you get me the minutes from October.

Pam: But they are on the website.

Dawn: No they are not.

Patty: I thought you were asking something else.

Dawn: I mean, I realize that you are going through a lot of changes, a lot of things, but there is also the due diligence after the homeowners that are just hanging out and not causing waves, that we need to know the information as well.

Tina: absolutely.

Dawn: Pam said something about e-mail that she had received some e-mail that you guys aren't authorizing e-mail.

Pam: No, it is just on a round robin. It is not to the Board.

Patty: And in some cases we receive e-mails that are sent to us personally. That is not a Board e-mail. That is my personal--

Dawn: I get that, my question is, if we have a website, why isn't there a general website e-mail?

Tina: No, we are not doing that. We are not doing that.

Walt: There are obligations there attached to it. If the future Board would like to do it--

Patty: I want to go back on the minutes issue because I agree with you 100% in terms of getting information out in a timely manner. Any time you are willing to put in two to fours a week, please, you are welcome to help us.

Walt: Oh, it's much more than that. For the minutes?

Patty: Yeah.

Walt: I don't type that fast. I was spending a lot more than four hours. I don't do it any more.

Patty: We would be very happy to have help.

Walt: The meeting is four hours long and you've got to dictate it back, I mean, it was taking me 12 to 15 hours a week to type up the minutes and that is why we hired somebody. Well, the worst part is that you have to listen to it three or four times, I mean, it's like. It is a nightmare. Worst year of my life.

Patty: For 11 years Ginger did the minutes.

Tina: And we don't even have a secretary right now.

Pam: How many pages to go through in typewritten minutes? I guess this--

Tina: I think typewritten it is like 45.

Dawn: I just think the Board needs to realize that she has made statements and demands out there for what the homeowners need to do for you in order to get information fast. There are homeowners out there who want information even for, whatever, in a timely manner and I realize you are volunteering and everything but that is something we need to consider and start taking into account when you are making up your budgets and doing your thing and when future Board members are coming on, how many hours are they willing to allow for it because two hours a week may not be enough. Ten hours a week may not be enough. I know Tina does a lot more than that.

Patty: You are absolutely right.

Dawn: So--but I do think it is something that we need to--

Patty: There is a second piece of that to ask five homeowners on a volunteer basis to put in 10, 12, 15 hours a week of their own time is going to severely limit the homeowners who have the ability to become Board members. What we need beyond willingness to put in the hours and the ability to put in the hours are homeowners that are going to pick up some of these responsibilities. Everybody is a volunteer. We are taking on not just responsibility to the best of our ability to perform in the best interest of the community. We are also taking on not an inconsiderable amount of personal liability. It is only reasonable if you walk in as a homeowner, your right, all of these things are right. Now, what are you going to do for us? How are you personally going to help--

Dawn: I think it is the Board's responsibility to know that there are things out there that can help. For instance, rather than looking at a management company, maybe looking at an onsite bookkeeper. How about a bookkeeping onsite manager who can do other things? Typing, copying, things like that. That's what I'm saying. You don't have to do all of the responsibility yourself. We can delegate and it doesn't have to be through volunteers.

Tina: Hire out the job?

Brian: That's correct.

Dawn: Right. But it doesn't necessarily have to be all the way out to a third party. You can actually centralize it to where everything is kept in one area. I'm saying look at different options because I, for one, would like to know that my minutes are up-to-date and online. I would like to know what is going on with the budget before I get a statement increase. I would like to know information but I don't think I need to be calling Tina at her home asking her what is going on when I should be able to access it frequently and easily. You, the Board are volunteers. Yes, I get that but you as a Board have a responsibility to make sure all of the homeowners have access to this stuff that we need to have access to.

Chuck: I think it is the responsibility as a homeowner to show up at the meeting and participate, sorry that is the way it is.

Patty: Yeah, absolutely.

Dawn: Not all the information is at the meeting.

Patty: Everything that you have brought up has been discussed at every Board meeting since I have started and I'm sorry if I sound annoyed but I have to be out of my house at 6:00 in the morning. Absolutely, everything you want, wonderful. Come not just with questions but actually walking in the door with solutions. If you have a way to put a camera in the mailroom in a way that it will not get spray painted over, and you have bids--

Dawn: Let me ask a question, when they do spray paint it over wouldn't you get a really good shot of their face before they did that?

Tina: I can see the security here at the clubhouse and the pool, but the mailbox because--

Dawn: Because I read in the last minutes that people got their mailboxes vandalized.

Walt: In response to the camera thing, there have been several homeowners that have come to the meeting and said they do not want cameras, they do not want to be photographed in their swimsuits, they do not want to be watched at the mailbox. So, unless you have a group of homeowners that are supporting your camera issue, we can't implement it without everybody in the community or majority of the community agreeing to it. We have people that are against it and we have people that are for it, so we would have to present it to the community and get it passed.

Stephen: You want me to look into a microphone – I found one for \$80.

Tina: We need the whole package; the microphone, the recording so that it can just be saved as a wave file and--

Dawn: Get a karaoke machine that has a microphone, you can record on it.

Tina: That's kind of big, though, isn't it?

Patty: The microphone is the problem because with a karaoke machine you have got to be right there.

Dawn: Do you remember that machine I brought into the meeting?

Tina: Yeah, it had the microphone but people had to talk--but we need something--I mean, this thing picks up quite a bit. Can we save this for another meeting? I would like to adjourn this one.

Motion was made to adjourn the meeting. Motion was passed. Meeting adjourned at 9:46 p.m.

Respectfully submitted,

Walt Day
Secretary