

**Pawnee Hills Community Association  
Board of Directors Meeting Minutes  
March 8, 2007**

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

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

Motion: A motion was made to approve the agenda. The motion was seconded and passed.

MINUTES:

Tina: Pam sent out for review the December 14<sup>th</sup> and the January 11<sup>th</sup> minutes with a deadline for March 14<sup>th</sup>, so we can get those out in the next newsletter. We still have the February 8<sup>th</sup> meeting minutes to review.

Communications from community members

Tina: A planning commission meeting will be held on March 20<sup>th</sup> at 7 p.m. and the final hearing is set to take place on April 10<sup>th</sup> at 7 p.m. for a development that will be going up next to Cimarron, north of highway 86. There will be 18 acres of commercial in the front, 55 single family homes and 45 duplex homes in the back. They posted a "Notice of Hearing" sign. Cathryn Reiber is the one that saw the sign and is now trying to get everyone involved. Rhonda Moore with Elbert County News is going to run stories on the Wild Pointe commercial development and this one. The Wild Pointe commercial pad will have a "big box" store in the center and all the retail in between. Instead of having the traffic turn off of 86 into all of these retails spots, they are looking at having to go into Legacy Circle, so people would be driving near the school. There is a lot of worry within Wild Pointe because they want to know what are the hours of operation, how are they going to get this traffic through, that type of thing. Most of the concern really isn't that they are putting a development up. The concern is how are we going to handle the additional housing and the impact it will have with regard to police enforcement, fire department, water and sewer? How are we going to manage all of this? What about the schools? How is this going to affect the traffic?

We received a notice of foreclosure on 35616 Cheyenne Trail - Dennis and Mary Bennett. We have turned this over to Susan with ABC Solutions and Cheryl Mulvihill, our attorney.

We have two covenant violation letters from Bob Rowland dated February 26<sup>th</sup> of 2007, and I will just give you the summary of it, which is a large additional structure that has recently been completed at 1588 Pawnee Parkway. "As per our covenants, I demand that the Board take immediate action consistent with other recent actions for covenant violation actions for this apparent violation...The Board has responded to similar previous complaints by stating that they would not enforce this particular covenant in instances where the improvement to property had been completed for over one calendar year citing Elbert County regulations." So he is just turning in a building that is at 1588 Pawnee Parkway. I have a response letter back to him that I need the Board to approve dated March 9<sup>th</sup>, for tomorrow. "Dear Mr. Rowland: In response to your letter dated February 26, 2007 regarding a covenant violation, an additional structure that has recently been completed at 1588 Pawnee Parkway. The Board would like to inform you that the address you listed in your complaint does not exist. If you are speaking of 1582 Pawnee Parkway, please be informed that the Architectural Control Committee approved this structure on 10/18/2006. The Board of Directors considers this matter closed. Sincerely, Board of Directors."

I make a motion that we send this letter back to Mr. Rowland with this answer. Motion was seconded and passed. The second covenant violation, a letter that he turned in is, "This letter is to officially notify the Board that there is what appears to be a violation of Article 6, section 11 of the covenants at 1055 Sioux Trail, Elizabeth, Colorado 80107. The large trailer has been at this location since the new owners moved in, which I believe is at least 12 months ago. This is clearly a violation of this covenant. I ask that the Board make immediate action consistent with the procedures you have followed for other covenant enforcement in the past and resolve this violation as soon as possible." I'm just going to read the letter and we will have a motion and

a discussion because I really want you guys' opinion on this. "Dear Mr. Rowland." This would be our response letter. "In response to your letter dated February 26, 2007, regarding a covenant violation of Article 6, section 11 regarding large trailer that has been at this location since the new owners moved in at 1055 Sioux Trail. The covenant states, "No structure of a temporary character; trailer, mobile home with or without wheels, or converted mobile home, A-frame type building, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot as a family dwelling, either temporary or permanently. Since this trailer is not being used as a family dwelling, the Board does not consider this a covenant violation. The Board of Directors considers this matter closed."

Pam: That's the way I read it.

Brian: What kind of trailer is it?

Tina: It is a tractor trailer.

Brian: It is an enclosed tractor trailer?

Tina: I have a motion on the table. Discussion? Motion passed.

Steve: Yeah, that's fine.

Tina: I received a call from the Elbert County Public Health Department on March 1<sup>st</sup> from Gary Hartzell and I was told that a homeowner had reported to their department there was mold in the pool. I explained that we have a leak in the pool and mold in the clubhouse and after some conversation with him, I explained we have been working on both of these issues. I would send him all of the documentation showing that we have had the pool looked at. I did a cover letter that will be ok to send. "Per our conversation dated March 1<sup>st</sup> regarding the homeowner reporting to your department mold in the pool, I explained that we have a leak in the pool and mold in our clubhouse. The enclosed documentation will show that the Board of Directors has already addressed both of these issues and we will be happy to send you followup documentation when the pool repair is completed and certificate and documentation to show the mold eradication. Please feel free to contact me if you have any further questions." I have for him the letter to the State of Colorado and a receipt from American Leak Detection showing that they have found the leak and that the pool has been closed for the season and that we will not open the pool up until the leak has been repaired. We will be sending him the documentation and receipt showing that the pool was repaired before we open it up. The information regarding the pool and mold eradication will be sent to Mr. Hartzell upon the completion of both jobs and the information will be forwarded to the State as well.

Tina: Wednesday, March 7, RaeAnn Garcia of 1716 Shoshone Trail left a message at the clubhouse stating that she did not want to receive any of the garbage with her bill anymore. She just wanted to receive her bill and nothing else. So, I sent an e-mail to Susan Johnson. I cc'd Sandy Perry just asking them to please make sure that she does not receive anything other than her bill on a monthly basis. I told Susan that I want to have this kept on file because I really hate for that person at that address to come back and say, "You are not giving me any information." We just want to make sure that we are covered.

We received a letter from Linda Lee dated March 2, 2007 regarding legal fees. "I am enclosing a check in the amount of \$4,715.84 made payable to PHCA for legal fees in the recent case 05CV117. I am disputing the additional charges of interest and late payment fees going back to October 2006. The courts may have ruled on it back on October 11, 2006, but no one, including myself or the PHCA attorney were notified until January 2007 where I objected to it. It, therefore, went back before the Judge White on February 20, 2007 and he ruled I had to pay. I never received a bill from the Association back in October so never knew I was incurring late fees and/or interest until the most recent statement. I was never given the opportunity to pay it prior to these additional fees being added. For the Association to go back clear to October is ludicrous. I will look forward to hearing from someone on the Board regarding this matter and putting this to rest once and for all."

On June 21<sup>st</sup> of 2006 was when we requested attorney's fees. On August 6<sup>th</sup> of 2006, a motion was granted for attorney's fees and the judge only asked for an affidavit of fees and costs. So on October 6<sup>th</sup>, the motion

was granted for attorney's fees so she knew that she was liable for the attorney's fees on August 6<sup>th</sup> of 2006. ABC Solutions billed for legal fees on the March billing and gave her the entire backup.

RC: On the March billing?

Tina: On the March billing.

Brian: That was first she saw it?

Tina: No. She saw--

Brian: She saw the judgment. That was the first invoice.

Tina: She saw the judgment in August. The judgment said you owe all the attorney's fees. She saw in July, August, September, October, November, December, January, etc all of the newsletters from, I can say at least July forward, she saw the legal fees incurred in those newsletters, just like everybody else. I went back and I now realize that we just got a legal bill for an additional \$191.83 for the February hearing we had to go to and that was because she had submitted a motion against PHCA disputing the legal fees saying she doesn't think she should have to pay that. So, when the attorney and myself went in for the court hearing, the judge, asked her, "What are you in dispute of? She said, "I think I should be able to have chickens because the Haans have them--so basically she was trying to retry the case. And the judge says, "As much as you are trying to retry the case, we have to go back to what do you feel is unfair?" And she says, "I will pay half of that amount." Half of the total, which at the time, was over \$4700. And so she says, "I'll pay half." And the judge said, "You should have negotiated with the Association a long time ago. I'm sorry Ms. Lee, you have to pay the attorney's fees. You are responsible for that." And then he said, "I suggest you go out in the hallway and negotiate a payment plan." And that was the gist of the whole situation.

Board: But it was not until January that she had an "exact" amount to pay so she didn't have a bottom dollar, this is what you owe--

Pam: She had the amounts each month shown in the newsletter that she could have paid something on.

Steve: Again, and I don't know how the rest of the Board feels. I feel that in January when there was a judgment and a dollar amount--as soon as you are given a general dollar amount--if I go to the doctor and they say you are going to owe me, I don't just write a check on my way out and say I hope this covers it and send me a bill for the difference. When I get a bill, I pay it. When she got a bill, she paid it.

Tina: Okay, where you do think the cutoff date is, January?

Steve: When did she receive the bill and when did she pay it all? I think that shows a willingness to pay. Now, granted, she is arguing the charges, but the charges also had about \$1,800 erroneous charges on it too and she immediately, when she got the bill, within a day or two, she paid at least the amount of the judgment. She stayed square on all of her other bills that she has owed for monthly assessments and things like that.

Tina: Okay, then her balance right now is \$276.27.

Pam: Is that taking interest from the date the judge ordered the exact amount or is that taking interest from--

Tina: Thirty dollars is a late fee, \$2.20 is the 1% interest on unpaid balance. Even though she has paid her dues, the dues went toward the judgment first. It always goes judgment first. So, she ended up with \$2.20 of interest showing a balance of \$276.27.

Pam: What I'm asking is, when did she start incurring the late fees?

Tina: She started incurring the late fees November 21<sup>st</sup>.

Pam: And that is on the corrected statement?

Tina: Yes.

Pam: But she was current in her dues?

Tina: Well, you can't be current on the dues if you've got a judgment against you.

Pam: Let's assume she didn't know the amount.

Tina: There was a finance charge of 1%. Then there was the unpaid judgment interest, which was \$31.17. There is a cost of additional billing---we had to bill the homeowner for the fees and the judgment and an extra \$10; that is a cost that we eat. I'm giving you soft costs and hard costs. Hard costs is, we had to fork out in November a hard cost of \$10. Soft costs is late fee of \$10, 1% interest at \$0.10 and the 8% on the judgment balance which was \$31.17. That was November. In December, we had a \$10 late fee, we had \$0.73 for the 1% interest, and we had the 8% interest on the unpaid balance of the judgment of \$31. In January, we had a \$10 late fee, 1% interest of \$1.37, and the unpaid judgment of \$31.30 interest, and then the \$10 for her to send the information, you know, we had to send out the statement for that.

Board: Did she understand that she was paying interest and late fees all of this time? Did she know that in advance?

Pam: When she was billed? Was she billed that each time or was that just in the March billing?

Tina: That was just in the March billing.

Board: She thought she was current until March.

Tina: This is kind of my opinion and it is totally up to everybody else. I think that the \$30 late fee--and I'm looking at going from November, December, and January, alright? So we gave her November, December, and January, because in January, she knew what the total cost was. So you've got \$30 in late fees, \$2.20--I'm just breaking down what the balance is; the \$276.27 was the balance. Thirty dollars of it is the late fee, \$2.20 is the 1% interest, and \$93.56 is the 8% interest.

Pam: I would say that we should bill her late fees and so forth from the date she knew the amount in January. I would also say that it would behoove us to find out from our attorney, if in the future this should arise, that we ask, once we get a judgment but no amount, if we can start billing that homeowner on their monthly bill--

Brian: What is the hard costs amount that she still owes, what are the hard costs?

Tina: Looks like \$50 guys. Fifty dollars of it would be a hard cost.

Board: You are saying the extra \$10 we are talking about, the 30 bucks was for additional legal bills being forwarded to her basically?

Tina: Yes. Because that is an extra billing, it is an extra statement that has got to go out to the homeowner.

Pam: So she was sent the legal bills? I consider that somewhat of an invoice if she was sent the legal bills. Are you telling me she received the legal bills from our bookkeeper each month?

Sandy: I just have a couple of points from a while back. When somebody is in arrears and a detailed letter is sent to the lawyer, we are billed separately for that. That is not this \$10 fee that you are discussing now. I'm getting the feeling that it is about these legal fees. What happens is, I get the bill from the lawyer and if it says Billy-Bob, it is the Billy-Bob matter. I photocopy that and send it to Susan Johnson so she has a backup copy.

It becomes a line item on their statement that says additional legal fees per invoice of December 2006 or something. Apparently, that is what she is charging us \$10 for. So, I believe that the homeowner is being given a photocopy or a scanned document of it.

Tina: They actually do get a copy of the bill sent to them. That is what part of the \$10 is. Every time we get a legal bill, we send them a copy of their portion of it.

Pam: It is truly a principle thing for me and it has been all along. Whoever coordinates, and I think it is going to be you, Sandy, with the new bookkeeper...when they start slipping fees in there that weren't there before, I think we need to ask about that and question whether the amount is appropriate or not and exactly how it is being used and who approved it. I mean, I've got a problem with that.

Tina: Well, but the thing of it is, you cannot go to a vendor and say, "I think it is costing too much for you to do this letter so we are not going to pay you." It is a matter of whatever their fee is that they charge--if they charge \$20 for a collection letter to go out, the homeowner has to eat that.

RC: We are so far off track here.

Tina: Yeah, you are right.

RC: It is absolutely ridiculous, okay? Homeowners, please excuse us for just a second while we get back on track. The matter that needs to be discussed right now is the letter from Linda Lee, the amount that she must pay, and how we are going to handle the remaining balances and charges, okay?

Tina: Okay.

Brian: So my question about the hard cost was where I was going with that. Should we just charge her the hard costs, get the money that the Association and the homeowners paid out for this deal, and call it done?

Pam: The additional attorney's fees are our hard costs.

Brian: Cost of additional billing to property owners for fees, there are five times \$10 each.

Tina: Okay, so we've got \$50 hard cost to the Association plus the \$191.83 of legal fees.

RC: \$241.83.

Tina: Okay, we know the \$191.83 is right. We don't have a problem with that because that is an actual legal cost that is out of the homeowners' pocket.

Steve: Right.

Tina: Okay. That we can agree on. \$50 hard cost is out of the Association's money—

Steve: Okay, and write off the interest and you want to just charge the \$191.83 and the 50 bucks and call it square?

Tina: That's what I'm asking.

Steve: I think that works for me. Let's get this thing done. I'll live with that and we are catching our direct costs. Let's just do that, send her a copy of the bill, the lawyer's bill, you know, let's not get another judgment because you are going to pay court costs. If we have to go back over this, we will take the hard cost out-of-pocket. That's all we are asking for. Let's end it. And I mean, from what she saw on that first statement, I doubt she is going to be ecstatic but I think it is a fair deal because, I mean, we are going to go after the \$193 anyway and 50 bucks, I think that is a hell of a--

Pam: For the sake of moving on, I think it is a reasonable cost.

Steve: I think that's fine.

Tina: Okay?

Brian: Show her the monies that we dropped, the soft costs that we dropped off so she knows--

Steve: She's got her bill.

Brian: Well...

Steve: I don't think we have to--

Brian: Been billed before and didn't know anything about it so--

Tina: So, okay, what I'm going to do, guys, is--

Brian: Make it clean and to the point. We helped you in this. We need this. We are done.

Tina: Okay. I will draft up a letter going back to her with--

RC: Can you do a motion on the floor to get that accepted--a motion to accept a payment of hard costs of \$241.83.

Tina: There you go. Do we have a second?

Second.

Tina: Discussion?

RC: It has been discussed but is there any input from the community?

Brian: That would be good.

Bill Curley: In January, she was given a judgment and with hard numbers, you owe this in attorney's fees. She was given that number in January. And inside the legal time frame, she appealed that judgment in court. Everything is arrested at that point until we get this second judgment. You can't begin accruing fees on that because she filed inside the legal time frame an appeal.

Brian: She did lose the second. The appeal she did lose so at that point it starts up.

Steve: We have eliminated most of those charges. We are taking hard dollar costs and we are saying that we could go back to that. We are charging no interest. We are charging no late fees. We are not charging any of that. So--

Bill Curley: I take the point and I counter with this, that the judgment awarded attorney's fees. He didn't award accounting fees. He didn't award mail fees. He awarded attorney's fees as I understand.

Pam: He doesn't have to award accounting fees.

Bill: He awarded an original judgment--

Tina: Stop everybody. He awarded attorneys fees and costs.

Bill Curley: Okay, I stand corrected.

Brian: Yes, so there was a judgment, there was an award for whatever costs and fees. She disputed it. She lost. She owes those fees. And now we are working with her just to get it done.

Bill Curley: We should congratulate ourselves on having watched the scourge of four chickens.

Brian: Okay, let's stop this and go to the vote here.

Tina: Okay, all in favor? All ayes. Motion passed. I will draft that letter to you guys for approval. Report from treasurer.

#### Treasurer's Report: (Sandy)

Sandy: Listing of checks written and discussed.

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

The bank balances: Checking Account \$2,928.85, Savings Account \$10,147.24, Reserve Account \$15,283.47, Unpaid Dues, this is broken out, I am going to throw out some numbers. Unpaid Dues \$4,649.33, Legal \$10,147.67 Covenant. I think what she was trying to give there was saying that we got this much in assessments like our monthly assessments in arrears, this much is in arrears because of judgments, this much is in arrear because of collection process. These don't add up and I apologize. I mean, I got these e-mails about 5:30 so we are pretty much looking at them for the first time here.

Brian: So go through them and send us an e-mail.

Tina: Okay, did you go through all of the bills?

Sandy: Yes. For the new Board members, you may not know this; we do own three CDs. We started out at \$5,000, and they mature roughly every four weeks and I've got an old schedule here. The next CD will mature on the 27<sup>th</sup> of March and after that will be April 13<sup>th</sup> and May 17<sup>th</sup>. Depending on how things go with the mold, we could potentially get into a very serious cash flow problem, so we have been kind of, standard practice of letting the CDs roll every 90 days. If you want to start cashing out some of these CDs, the first one will be available March 27<sup>th</sup>. I need to know in advance or, you know, a week prior back to that. If you want to do that, the next one will be April 13<sup>th</sup>.

Tina: Sandy, what is our savings?

Sandy: We are sitting at roughly \$25,000 and I think that is from the end of February. We did receive a check from IREA for 387 some odd dollars of refund. We did receive Linda Lee's judgment payment. We did receive another \$1,300 judgment from another homeowner. Those are not added in there. So the cash flow is--we are breathing a little bit.

Steve: You know, how fast do these CDs turn, 90 day CDs? And what kind of interest rates are we getting on that as opposed to our savings, if we just throw it into savings?

Sandy: The CDs we are getting like 4.7, 4.66%. Our savings account, if we keep over \$10,000 in there we have no service fee and we are getting about 2.1% or something. We are significantly better off and we've got the CDs laddered so that every month we should have--

Pam: So really, we would only have a 30-day problem is what you are saying because they turn over every 30 days. So with most bills, they give us a 30-day window to--

Steve: I mean, we can negotiate that and I would just float the CDs at this point, would be my suggestion.

Tina: We are going to know what the bids are for the mold eradication--we have a guesstimate. It shouldn't be any more than \$25,000. Please don't go into complete panic, guys--so at least we have a number to kind of work with. I don't know about the pool because we have to wait until the weather warms up so we do have some time if we do need--

Pam: Anyway, I think we're fine.

Tina: So I think we are fine right now but as soon as we get the bid and we know actual numbers, we will be throwing them at you and we can make decisions of where we need to go.

Sandy: It just seems like all this mold testing that we did, it was basically prepaid; your sample costs, your lab fees, and--

Tina: That we had to do, yes.

Sandy: So, I'm not sure if in mediation it is going to be the same type of thing. But anyway, I just need a little bit of room to dance around to get these CDs out if it comes to that. Another thing, the new bookkeeper, we still have the letter agreement to the new bookkeeper. She has been busy with taxes and things. I haven't heard back from her as of today.

Tina: We just basically wanted to send it to her just to see if she would even be willing to do it.

Sandy: In the meantime, Tina asked me to check with another accounting firm and get prices from them. This firm is actually a property management company located in Denver. They sent me their two-page accounting agreement and, depending on the portion that they pick up and things, they would run a standard \$800 to \$900 per month rather than an hourly rate for the amount of work being done. But, they do tend to use a coupon book system and we have to move our bank account to theirs, one of the banks that they have a working relationship with. They would also run a website for us where you could pay your bill online but that would be a \$50/month maintenance fee. Services required by the Association outside the contractual terms of this agreement they bill at \$75/hour. The bookkeeper that we are looking at picking up--I mean, we have been stringing her along for three or four months now, she would be billing us at \$40/hour and she is located in Parker. She will do coupons or she will do paper invoices. \$800/month would be for 20 hours and for the invoices we have been receiving from Susan Johnson, since she has been billing us on a hourly rate this year, she is billing us roughly 21 to 25 hours per month for the invoicing. So, I figure that that is probably in the ballpark. I would say before we go with somebody like this big property management company, that we try somebody local and if on an hourly basis it turns out that we are being billed for 40 hours a month for our invoicing, we are really incurring expensive accounting costs, then perhaps go to something like that and these folks can pick us up in two weeks. There are all kinds of property management companies but they are not going to be cheap either.

Tina: Does anybody have an opinion about where we should go as far as our bookkeeping services? Anybody think we need to do more research?

RC: Yeah, just a bit. I do like the idea of a big established service because that is what they do. You know, there is no doubt they can handle it. I'm still a little bit concerned about it, even though we are keeping it in the community, because it is just not what they do. You know.

Sandy: Well, actually, she does do HOAs.

RC: Does she?

Sandy: She has 10 clients that are homeowner associations. She also had--

Steve: We are not extending ourselves on any kind of two-year contract--

Sandy: No, it is a 60-day out clause.

Tina: I put a 60-day in. If you guys want to change the clause you can, I just--

Sandy: It is not signed yet. She hasn't signed the agreement and we've been talking to her since, I think we approached her in October or something, and it is always kind of like--

Board: There is still an advantage to having her on--sorry, Sandy, go ahead.

Sandy: We need to cross over or something because right now we are paying \$50/hour for Susan Johnson with ABC.

Tina: We need to obviously go from ABC Solutions to somebody else. That is just the obvious thing. The only concern I have is making sure that we have somebody that is familiar--I mean, Susan with ABC wasn't familiar. She does homeowners associations but not like what we are doing with judgments and percentages and collection number one, collection number two, liens, you know, foreclosures, that big piece of it. So, I'm like you, RC, my only concern is making sure that we have a bookkeeper that can handle the needs that we have.

RC: But if we've got a 60-day window, Sandy has done the leg work to check, you know, who seems to think that there is a good interface, then--

Pam: And, unless we change our process, it is still a good idea to have someone local because we are currently having them send out our newsletter with the bill.

Brian: I was going to ask you, are we going to save anything on run times, travel times?

Sandy: Well, with this type of thing, I don't happen to drive to downtown Denver every month.

Brian: Right, and that is something we need to consider--these folks with their internet and are we going to be saving ourselves some headaches for this, you know, when they would do the change.

Sandy: You know, I don't know. They definitely know their accounting. They do a lot of big properties. You know, there is a lot of other property--these are property management and they like to take over and do everything but they are willing to just do the accounting portion of it. They probably wouldn't bill invoices. I mean, it would probably be a coupon system; that may be a better way to go actually. But I don't know if it is going to be worth picking up this local bookkeeper and then in 60 days saying no, we are going to go somewhere else.

Steve: My only concern is that, as long as you aren't willing to sign a lifelong commitment that you are going to do this, then I say go with the local person. And you say I'm not going to drive downtown. I'm thinking with one of these bigger firms, they could get you the form electronically or to overnight it by courier, things like that. It is going to make it less responsibility on our part. If there are other homeowner things that we want to look at them at a later date, but it just seems to be that, you know, to get somebody local, you've got to go pick up reports and you have to call on this and you don't understand these line items and things like that--that's the problem with small. And big is great because if one of their accountants wanted to go on vacation, they've got other people that are going to deal with it. They work around our schedule and they work for us and, you know, from where you are going with this, it sounds like, to a certain degree with ABC and with this other one, we are working for them and we work at their schedule and I have a problem with that. You know, we are looking at plus or minus a couple hundred bucks a month no matter who we use is what we are looking at, so.

Pam: I just want to reiterate that three of the Board members did meet with our prospective bookkeeper and they were very well satisfied so I would like to give some credit to their investment.

Steve: Okay, that's fine.

Pam: And we are not signing a contract that involves us for any length of time.

Sandy: The property management agreement would go over a year.

RC: Well I think we better try TBO first.

Sandy: When I spoke to the woman in Parker, she preferred e-mailing reports. And with e-mailing the reports, even from anybody, the problem there could be, it could get pretty expensive on printer cartridges.

Tina: Yeah.

Pam: It's six of one, half dozen of the other.

Sandy: So you are getting caught one way or the other. I don't know. It's a different animal. At the property management firm, the guy said a homeowner would call in and they would punch like, you know, Pawnee Hills, punch number two, and then when whoever answers the phone, they see that it is a Pawnee Hills person so they go, you know, "Good afternoon, Pawnee Hills." It is a big and--

Brian: Another thing I like about big companies is they've seen it all. They have seen issues that we could never even imagine and they have figured out ways to take care of it.

Tina: I look at it this way; we've already spent the money and the time on our collection #1 letter that goes out. That is all just an iron-clad document. We have already spent all the legal stuff on collection #2, already spent, you know, the lien, the way it looks, everything is just--we've almost got all the forms and we've created all of this. Yes, a property management company would have already had this done--

Pam: But we did it and we did tailor it to ourselves, which is not a bad thing.

Board: No.

Pam: But for the sake of expediency, didn't we agree to go with this person if the letter of agreement was acceptable? So we are burning a lot of time.

Steve: Let's do it. I'm fine. Let's go with anyone you want.

Tina: Well, I just want to make sure it is okay with her and the letter agreement is okay.

Sandy: I would not be surprised I guess if she said, "No, I don't want to deal with you guys." Because--

Board: So try the local and then we'll go from there.

Sandy: I mean, we can come out of it in two to six months or in two months; 60 days, but the property management, he said that they could probably ramp us up in two weeks. You know, they've got their schedule of fees. I don't know whether they would use our specific letter. I'm sure they would. But what kind of frightened me is, a lot of these other firms, their hourly rates get pretty steep. This one in particular is \$75.

Board: That can add up pretty quick.

Sandy: The accounting firms that we spoke to were \$80 and--

Tina: Then should we just go ahead and--

Sandy: Basically, the new bookkeeper is in a similar situation as Susan, you know, a smaller business. She does have several employees. She has been doing it several years. But I guess what I'm saying is that if you are even leaning towards this property management company or somebody big like that, let's do it now before we even drag a new person in because to get somebody ramped up and then pull it away then get somebody else ramped up--

Tina: That's expensive.

Steve: Well, if she is doing the job I don't think there is any reason to pull away. But, you know, I never interviewed the person. That was the previous Board so I am going by what you and you say.

Pam: We didn't, actually.

Tina: Yeah, I didn't either.

Steve: Okay, so, I mean, if people feel comfortable with it, I think that is fine. Because I think we can talk all night and not get anywhere.

Tina: Let's just go ahead and make a motion then and get this--

Steve: I make a motion we hire the--

Tina: Total Bookkeeping Operations to handle our bookkeeping-- Do I have a second? Second. Discussion? All in favor? Motion approved. So Sandy, we are just going to give that to you to go ahead and get that letter agreement signed and returned back and then we will talk about timing and how we get transferred over. It may not make it in this billing but we might make it for the next billing.

Sandy: That's probably good enough.

Tina: Next - the tax return and audit.

Sandy: Yeah, I forgot. The 2006 paperwork is running several weeks behind. It probably won't be done until late next week. I contacted the auditor and asked him to go ahead and file an extension for our taxes this year. And so, whenever I get the papers, I will go ahead and get those to him. I also didn't pick up the reports this month. She was running behind and she could have possibly gotten the reports done for this month but in a week, once she gets all of 2006 back posting done.

#### Facilities Report

Tina: Nothing has changed from the last meeting except we received the estimate in the mail from Acoma Locksmith to do the master re-keying for 208 keys and something like 17 cylinders. It ends up being a total of \$649.96 if we choose to have everything re-keyed again. We could talk about that one and set that one aside but she did get that because we asked her for that information. I have been in touch with the electrician, the pool company, and the remediation company and I'm waiting to hear back from them all. The electrician and pool company are trying to get us scheduled in; the pool company for an estimate and the electrician for the approved work. "Please let me know if you have any questions and concerns. Many light bulbs will be purchased and replaced the month of March as well as batteries in the fire alarms, code box, deep cleaning and Spring cleanup to begin, preventive maintenance on lawn equipment, and all estimated to be complete by the end of April to prepare for the startup of the pool. Again, please if you have contact people that you recommend from (whomever) to get estimates, please send those to me or leave them in my folder in the office." And that is from Cynthia. I gave each of you guys a copy of the mold report. I know we don't have time to go over it tonight. The mold report is basically saying these are all the things that have to be fixed. This is what the remediation company is responsible to do and then this is what has to happen before we get a certificate to have a clear building again.

RC: Who is going to be dealing with them? Is Cynthia going to be the contact?

Tina: Cynthia is the contact and I've got Brian as the backup. So Brian and Cynthia together are going to try to get this whole thing worked out.

RC: I want to know to what standard they are putting the building back to because there is no government standard.

Tina: There is a standard that they have to go by and there is a big old report or book on the standard that they have to get it up to and I probably forgot to bring it. But there is a standard.

Brian: Yeah. There is a standard out there but--

RC: It is not a government standard.

Tina: There is a standard and, you know what, Brian, I should give you this backup book thing for you to read because it tells you what his qualifications are and I probably don't have it with me so I will have to get it to you. I will get that to you because there is an actual standard. When he gives us a certificate that the job has been done and it has been eradicated and it is a clean building, that works for the State of Colorado and it works for Elbert County. That is what they have to have in their hands for them to be satisfied.

RC: Okay. I would like to see that and I am going to have to look up case law on that because, you know, mold is just a huge issue right now and but it's fading. It is fading quickly.

Steve: Right.

RC: Very quickly. As the matter of fact you will find a trend amongst real estate agents--not agents but the real estate industry to--it is just not even--

Steve: Yeah, insurance companies have stopped. I mean, it is becoming, you know, it is--

RC: You know, there are things that you can find here which are really--this is just something I have printed really fast. This came out of the Colorado Lawyer, you know, and it talks about medical and scientific evidence and declining the volume of mold and toxic mold is also due to recent scientific studies that have found no clear link between exposure to mold inside homes. Okay? So, what is going on in the industry out there basically is, there is no government standard. Okay? If they are selling us a certificate, I am going to have to find a case law that shows that there is a government standard.

Steve: Right.

Pam: So there is a question about what level we would need to mediate to, correct?

RC: Right. Because the real estate industry in the state of Colorado, what they are remediating to is simply cleaning it up. You clean it and use a moldicide to get rid of it and you repaint. But the most important thing is to eliminate the cause of it-- so if you have a drainage problem, it is actually much more important and much more dangerous to us than the actual mold itself.

Steve: Yeah, and I just don't want to spend thousands of dollars on a 30-year-old building for, you know--

Tina: Well, there is more to it. I mean, it is not just in this corner.

RC: Right.

Tina: We had a leak upstairs in the toilet that caused problems there.

RC: Right.

Tina: I wish it was just that corner. Absolutely.

RC: But I guess the point that I'm getting to is that, you know, we really, really need to look into this because, before we spend an exorbitant amount of money to get rid of mold and bring it to a level of standard that is unnecessary.

Tina: Well, I agree with you but there is more to the report than what I just gave you. It gives you the background information. It is a whole big packet--

Steve: Elbert County or the State of Colorado said we can't use the clubhouse and we can't go down there or anything like that because of mold?

Tina: No, we have that locked up so we cannot go in there.

Steve: But the question is, has anybody said that if there is mold down there because--I mean, just because it is locked, mold is crawling underneath the door when you are not looking. So--

Tina: Nobody said that. Our test revealed that we needed to--because there are certain molds that are worse than others and we have some bad mold and some not so bad mold in this building. I'm not an expert on this, so all I can say is that all the tests were done, there were worse molds than other molds and that type of thing. To be safe, they suggested that we not open that up and let anybody in there. Everything else is okay.

Pam: The point is, perhaps the situation is not as dire as--

RC: Exactly.

Steve: Right. I'm saying we could board that whole section off and call it done.

Tina: Well no, it will just get worse if we do not take care of it.

Steve: Well, you spray the crap out it first.

Tina: Well, but we still have the drainage problem that needs to be addressed.

Pam: Spray the crap out of it?

Steve: Well, when I start hearing \$20,000 for mold abatement in this clubhouse, I am sorry, I've got a little bit of heartburn so, you know--

Tina: Well I understand that but we are not done yet.

Steve: This guy makes his living finding mold and putting the fear of God into people. He is the evangelist of mold.

Tina: Right. Legally, he can make sure that we are doing all the things that we--

Brian: We have to do the structural things. That's for sure.

Steve: Personally, I don't have a problem with it.

Architectural Control Committee (ACC) - Judy Trawinski – not present - no report.

Activities - Karlene Herbrand. Tina: We are just going to have the Easter egg hunt and I'm hoping we can get a poster up there. Everybody got a little flyer in their newsletter so that is helpful.

Buildings & Grounds - Stephen Gile – not present - no report.

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

Directory and Welcoming - Sandy Perry.

Tina: That directory thing, Walt is here!

Walt: Do you want me to just reprint the old directory? Sandy just told me she doesn't have a new directory. We don't have a new listing--

Tina: Well, we don't have a new list--no, we just have the old one.

Walt: Do you just want the old list reprinted?

Tina: Either that or we decide to send out another form that asks people if they want to be in the directory or not.

Walt: When was the last one done?

Tina: 2006.

Equestrian - Steve Gile, RC Cuellar. No report.

Newsletter - Susan Laessig.

Tina: Does anybody have anything for Susan Laessig for the newsletter that they want to get in?

RC: Do we have a deadline?

Tina: We have a deadline of the 15<sup>th</sup>.

RC: The 15<sup>th</sup>, okay.

Tina: And then it usually goes to Susan Johnson on the 24<sup>th</sup>. RC, would you be willing to work with Susan on the newsletter thing?

RC: Yes.

Nominating - Pam

We are currently inactive.

Website - Sandy Perry

Can we go ahead and eliminate the 2005 minutes?

Pam: It is not costing us anything, right? Didn't we determine that? As long as it is not costing us, I think we should leave them in.

Sandy: Okay.

Pam: Anybody else?

Tina: Well, I don't know how many years worth of minutes we need to have on there.

Pam: But what does it matter if they are there if it is not costing us anything.

Brian: I just remember that I always used to shred my planners after 12 months just from a point of you don't have any records out there and I just wonder, I mean, hopefully the minutes don't have things like that, but the way I'm talking tonight, God knows, they probably will. So the whole thing here is, you know, I guess the only thing I would question is does it expose us to any liabilities by having it out there?

Pam: Here's the thing. If somebody wants to see the minutes from 2005, they have a right to do that. I'm thinking I would rather have them online and let them access them that way than set up a meeting to meet with them in the clubhouse to review the documents.

Steve: Okay, good point.

Tina: Board business real quick-like. The ACC Rules and Regs, I gave everybody a copy of that. These need to be reviewed. Everybody needs to put their two cents worth in. We really need to get this done and put to bed. I think this is going to be our hardest one.

Steve: Do you have a time frame when you wanted to get this done? Do you have a target date? I mean, is this something that we will talk about at the next meeting--

Tina: Yes.

Pam: Actually, at some point, we need to have a sub-meeting or two after everyone has had a chance to read the policy because we are not going to get that done at this meeting. You know what I'm saying?

Steve: Right, I agree.

Tina: And I also want ACC to be a part of it. What I was thinking of doing is having the Board take its first stab at it and get it as close as possible and then invite the ACC committee people in to get it, look it over, and see what they think because they have been doing this for years and they may see something that we are just not seeing.

Pam: Right. We want to give them a chance to have their input.

Tina: Legal updates – on February 20<sup>th</sup> of 2007, PHCA was brought to court by Linda Lee regarding the motion and disagreement with her court ordered judgment regarding the legal fees. The judge did uphold our judgment and Linda was told that she was responsible for all attorney's fees and costs. On March 6<sup>th</sup> of 2007, PHCA went to court against Robert and Janice Rowland regarding unpaid dues. The court asked PHCA and Robert Rowland to try to mediate before going forward with the trial. RC, Pam, and myself along with our attorney mediated with Bob and negotiated that he pay \$1,300 which will bring him current for the month of March. His bill up to March 1<sup>st</sup> was \$1,037.57 but did not include the legal fees for March 5<sup>th</sup> preparation and the trial and mediation on March 6<sup>th</sup>.

Steve: Just on that one, so it is closed. No more legal fees. No more anything with Bob Rowland. That case is over and done with as far as--

Tina: Yes.

Steve: Okay.

Homeowner: Did he pay that?

Tina: Yes. He wrote us a check that day and Sandy deposited it. I'm going to jump right into the declaratory judgment. I don't know whether we are ready to talk about this tonight but I will tell you what my goal is in short. I would like to make a motion to have Cheryl Mulvihill create a stipulation for the Board to review before we go forward with the declaratory judgment.

Pam: Make a motion.

Tina: Okay, do I have a second?

Second.

Tina: Discussion. I will tell you that each of the Board members had a little bit of chance to talk with Cheryl and our main concern was, what was the stipulation going to look like, what was going to be involved in it, and are we as a Board okay with going forward with it knowing what the stipulation is? We don't have that in our hand. I'm asking that we get it so that we have a chance to either change some things or add some things or make sure that we are comfortable with it.

Pam: And I would like to know, if we decide to go forward with that, is it going to be written in such a way that the grandfathering, which was initially submitted, is off the table. That is the one thing I am still concerned about; that it is not there for his consideration because that is the last thing that I want to happen.

Tina: Well, that is the one thing we would have to ask her.

Brian: That all would have to be reviewed.

Tina: Right.

Brian: If you add or subtract whatever--

Walt: The original document will be presented to the judge. You can't change it. A stipulation is just asking the judge to consider your stipulation. The original document must be presented to him as it was written. So the grandfathering clause must be presented.

Tina: And it is not really that we are going to trial. What he is going to see is all the documentation with the stipulation and this is the end result that we would like. And then he signs off on the stip. He doesn't sign off on the grandfathering. That is just part of the documentation. He signs off on the stip.

Steve: I still don't have my arms around this. I read through the minutes, deposition, whatever it was from the December meeting and I still don't necessarily see the merit of going forward with this. And that is not to say that that is the right decision but I certainly don't have enough information that I am ready to vote tonight to spend another dime on this thing until I do get my arms around it.

Pam: What would you--what kind of information do you need?

Steve: I just got to go through that and, you know, and, I guess I still don't--

Pam: I mean, don't you need to know how the stipulation would read?

Steve: I'm questioning the validity and the need for the entire class action suit, not just the stipulation and I guess, you know, I've been to several meetings on it. I didn't talk with the attorney but I read the documentation of the defendant attorney and I guess I'm still not quite sure. And the whole thing with our legal definitions of where our position is on what is commercial and whether we are taking home occupation and things like that and I just have a problem moving forward with this, spending any more money on it until--I can't speak for anybody else, just on the Board have my arms around it let alone a community and, you know, from my understanding, we are fighting both sides of the class action suit. I guess I have a philosophical issue with paying another attorney to sue us so we have to hire an attorney to defend ourselves which is basically what we are doing.

RC: It is common practice to get this type of thing--

Steve: I'm sure that it probably is but--

RC: Not that I'm, you know, exactly as you say, have my arms around it either. At this point, you know, I don't understand will we have to, you know, try to clarify this for me, is, why is it that we can make our interpretation of a building, for example, the complaint that was turned in earlier regarding the structure, okay? We were able to interpret our bylaws and say that to us is not a violation. Then why is it that we are unable to do that with commercial activity? Why is it that we cannot say we don't classify whatever is being done as commercial activity? I don't understand why we can't make--we can make that decision on other things but why can't we do it in this case?

Tina: Because we have a clearer definition in our covenants than we do in--because it says commercial activity shall not be permitted and commercial activity is any business whatsoever.

RC: Where is commercial activity--where does it say commercial is any activity?

Steve: Right.

Tina: Well, by the definition that we got from Cheryl.

Steve: Well, and see, that's--

Tina: I got a legal definition.

RC: A legal definition.

Tina: And that is what I am counting on. And Brian, step in any time.

RC: I mean, that is my big issue. Why is it that we can determine what a structure is and we can determine, you know, these other things but we are incapable of determining within our own Association what--

Tina: What the difference is between a home occupation and a commercial activity?

Pam: All we have to do is define commercial activity and then utilize that definition in response to a complaint.

RC: Exactly.

Tina: So if it is a home occupation, we define it as a home occupation--

Pam: We don't define home occupations. We only define commercial; that is the only thing that is restricted. Anything else doesn't have to be--right.

Steve: Excuse me but from I saw in the discussion from previous meetings and things like that, if we were to adopt Elbert County's definition of commercial, we wouldn't even need this because any of those complaints, we can refer back to county. All we are saying is that we are going to enforce it to the same level as the county. We can have the county make a judgment of it and it is done regardless of Cheryl's legal definition. Why don't we just adopt the--I don't see why we can't adopt the county and just be done with it.

Tina: I don't think it is that cut and dry. I don't. If we are not ready to take the next step and you guys think we still need to get more research and to still talk about it, then that is what we need to do.

Pam: Okay, here is my question. I don't mean to be pushing the issue but, I understand what you are saying and I understand what you are saying and I don't disagree with either one of you but I am saying I would like to at some point put this thing to rest. So, I would like us to define what it takes to make a decision because this has been out there a long, long time and when we leave here, I want to know what we are waiting on. You know what I'm saying...in order to do decide. Does that make sense?

Board: Decide what?

Pam: Whether to move forward or to cancel it.

Steve: Or to cancel it, okay. I mean, alright.

Tina: I need a stipulation. I need to know what we are actually asking the judge to make a decision on. That is what I need.

Steve: I need to know that we need to make a decision on anything. So, before we get what we are going to ask the judge, why don't we get into judging the attorneys involved in it in the first place? That is our job, not to get an attorney involved every time we need to make a decision. Adopt the county regulations. It is done.

Tina: But we have already tried eight times to adopt the county regulations.

Board: No we don't have to adopt the county regulations. All it says is commercial. All we have to do--

Tina: We change the covenant.

Pam: No, we are not changing the covenant. We are defining the word commercial.

Tina: Let me ask you this. We find a commercial activity, which would be an auto body shop.

Pam: No, we are not going to do that. We are going to put the guidelines in--I shouldn't say what we are going to do. What I would like to do is take, as Steve suggested, Elbert County's Rules and Regs, and perhaps borrow their definition or at least take a closer look at their definition. We are not going to be saying no gas stations. We are going to say no buildings with signage, with excessive traffic...where the building is used as a primary residence. I mean, that is what we are going to say. We are not going to say you can't have a gas station. We are going to say you can't have this, this, and this and a gas station will fall within that.

Steve: You can't have customers. You can have a gas station. So you know, it just seems to me that we could do that just by putting a definition of what it is defined as a Board, that we don't need a class action. We don't need judges. All we need to do is say that this is--

Pam: Well, Tina's concern is we may get judges.

Steve: Well, and that's okay. Then we hire the attorneys at that point. I mean, I think to be this proactive and try to make ourselves, you know, as Teflon as possible is costing a lot of money on possibly a non-event. Is somebody going to come after Steve Richardson? And come to us? Probably. Is somebody going to come after somebody else? Probably. I mean, we've people that are going to--

Tina: Well, we are going to have 30 violations that this Board has to feel very confident in determining whether or not they consider it a covenant violation or not.

RC: Well, I trust my opinion.

Steve: Yeah.

RC: I trust my judgment.

Tina: That's what we are going to have to do.

Steve: Yeah.

Tina: And that we are personally liable for those decisions.

Steve: Uh, I question that.

Tina: I know you guys don't agree but there are certain things that we would be personally liable for.

Steve: Only gross negligence.

RC: We are personally liable.

Pam: She is saying that because the attorney's letter said that specifically is why she--

RC: I understand that. I understand your concern but you are just as liable for any decision we make up here.

Tina: Yeah, but I really don't think someone is going to get upset if I picked the wrong accountant, for crying out loud. There is a difference between--

RC: Yeah but they might get upset if you tell them they can't cut a tree.

Tina: There is a difference between me personally making a decision saying that I don't believe that person is running a commercial activity. Therefore, I think it is okay.

Steve: Well, I just think that we are splitting hairs here. I think that--

Tina: When the definition of commercial activity is any business. That is just me saying it. So, if, you know, if you don't feel like you have enough information, then I think that we don't even go forward anymore.

Steve: If you want to do it that way, I would rather say stop the proceedings than to move forward at this point.

Pam: Do you feel like we have enough information to say stop?

Steve: I think that's the way I am leaning right now from everything I've seen.

Tina: And I look at it that, and I know you guys don't agree with me but I'm looking at it in a lot of different ways. I've been dealing with this for a long time and you know, Bill, I'm talking and I would appreciate your respect.

Pam: At some point, I would like to have Walt's opinion because we said we would like to include the Board who dealt with it for a long period of time in these discussions.

Tina: And I think that it would be good to have the whole Board and I think that the old Board and the new Board maybe should sit down and put all the information out there and get all of the discussion done and maybe, Steve, you could ask questions of the old Board and the old Board can give their two cents worth. I mean, I can pull history. I have the history of how the vote took place, you know, and let it happen and how it all came through. So, if we think we need to call a special meeting with the old Board members and the new Board members to sit down and get it all out, get any questions answered that we need to help us make a decision, then I think we should do that. And I think we can set up a time where everybody can do that.

Steve: Pam, are you ready to make a decision if it was called to a vote?

Pam: You know, I have really vacillated on this thing. I really have and you guys were both at the meeting, right? I made it pretty clear that I also thought we could define "commercial" ourselves and be okay. But I am not opposed to hearing what a stipulation would say so I guess I'm--

RC: If you consider one thing, Pam, and I am trying to sway you just a little bit because I have made my intention very clear from the very beginning. The stipulation will still have that original document attached to it which has "grandfather" in it.

Pam: That concerns me.

RC: Yeah. And what is it that our own attorney says; we never know what a judge is going to say.

Tina: Okay, but what I'm looking at, if we get the stipulation, we might be able to use that in our documentations.

RC: We might--

Tina: You know what I'm saying? We might use the stipulation as a document that we can--

RC: We've got all the backbone we need and the backbone is that when you sit here and you read something and you think about it and you chew on it for a while and then you have your opinion. Your opinion is just as valuable as that attorney's or that judge's because the community has put us up here for that reason.

Pam: I would personally like to hear from the folks that are here if they even have an opinion. I know, Walt, you have one.

Tina: Okay, wait a minute. Let's back up because the motion that we have is whether we have a stipulation--go for a stipulation or not and it has been seconded so the discussion really is only whether or not we should ask for a stipulation, not whether we should go forward with the declaratory or not because we could be here another five hours and I just don't want to go there, okay? So really, the motion is whether or not we get the stipulation.

Steve: What is that going to cost? I mean ballpark.

Tina: I can't imagine it is going to cost more than an hour's work.

Pam: But it would be two attorneys collaborating.

Tina: I don't know. I think--I don't know whether Cheryl is going to just throw it together or not.

Pam: Well, you said previously that they would both agree on a stipulation and the judge would probably approve it because it would be the same stipulation coming from both attorneys. In that case, they are going to have to collaborate.

Tina: Okay.

Steve: And the clock is ticking when they are both sitting in the office together.

Pam: I'm not saying it is a bad thing. I'm just trying to be realistic with the cost.

Tina: I think what happens is Cheryl is going to write this stipulation and run it past David and that is going to be it.

Pam: I think you are probably right.

Tina: They are not going to sit there and--one is going to create--Cheryl is going to create it and he is going to bless it.

Steve: I guess my only question is that I don't know that there is a real desire on the Board to even proceed with the class action suit, stipulation or otherwise, and you know, putting good money after bad. At some point, if you are going to drop it, let's just get our facts and as a Board make a decision.

Brian: I think there will be valuable information in that document and it will probably help us make a decision but we need to make sure that we are comfortable with our decision because this, being that I work for government, I know and I've seen it before, these things can open up a huge can of worms. It might not but they can. I'm just saying be confident with the decision that you make. Read as much as you can on it because it will probably be ugly at some point.

Pam: I think either way we go, I would agree with you. I think either way we go it could get really ugly.

Brian: It could.

Pam: The stipulation might further enhance our decision for some of us perhaps. But the question is, where are we going with it?

Bill Curley: We don't know what the stipulation is. We don't seem to know what we are after yet.

Pam: That's why I'm asking.

Bill Curley: We are going to allow the lawyers now to write up the definition of what we are trying to do. In other words, we don't know what we are after yet. Now, my thesis through this entire process has been that there is no crisis. I don't see the crisis. I don't see a gun at anybody's head. The Board can make its judgments based upon its own experience--I don't see--I agree with RC that we have all the definitions we need. They are in the covenants and the bylaws. They are in the county regs. We have all the definitions we needed to see. When someone decides to sue his neighbor, then we have something we have to deal with. If you, Tina, are really uncomfortable with personal liability, and I have tried time and again to tell you, you are indemnified and the community will stand behind you if you are doing your job honestly to the best of your ability.

Tina: And if our best is not good enough?

Bill Curley: And I'm sorry you are nervous about that. But there is no way--there is no way we can guarantee our outcome. No way. If we--if the Board decides it is going to pursue every complaint against every business because we pursue one, we have to sue them all, and the Board is probably the only person that is going to sue. The Board is going to sue. Nobody else can sue. So where is the crisis? If Bob Rowland wants to sue somebody, let Bob Rowland sue somebody. But guess what? He will lose--he will lose. What is going to happen is, if this ever does come--push comes to shove and people begin to try and close down the businesses, all of our neighbors are running businesses. If they try and close down all of these businesses in this community, all it is going to do is waste a hell of a lot of money and it is not going to close one damn sole down. Trust me on this. We are on the wrong side of the argument if we are trying to deny people the right to pursue their home occupations in the quiet and privacy of their home.

RC: If I may just say something, Bill. I don't think there is anybody out there that is trying to prevent anyone from having their home occupations. I think what people out there are trying to do is make sure that we do not abandon our covenants, you know, in any way, shape, or form.

Bill Curley: And I don't believe you are.

RC: Okay. That's what we need to be assured of is that we are not abandoning our covenants and that we are doing everything we can to possibly uphold them. So with that in mind, you know, I still believe strongly that it is up to us to make the definition of what the word "commercial" means.

Pam: That is the least of what we have to do.

Tina: But wouldn't a stipulation help us do that?

RC: Why? I still don't see how a stipulation is going to help us make that decision.

Tina: No, but it is just going to give us all the wording that we may need.

Pam: Well, if we are putting it in the judge's hands, we may not like the answer he gives us. That's the problem.

RC: That's exactly what they said.

Walt: It is a double-edged sword.

Brian: It is.

RC: It is. You know, I feel more comfortable doing my research and making my decision than I do handing it over. I live in this community. I know what I want to see next door to my house so I'm comfortable looking at that--the covenants and the bylaws, and I'm comfortable taking those words and reading them and making that decision not handing this file of paperwork over to a judge who doesn't know anything about us. He doesn't know what Walt does, you know, when he is home. He doesn't know what Pam does and he can make that decision for us and we have to live with it from that point forward.

Tina: So what are you using as a definition for commercial activity?

RC: We can go bring something back. I haven't looked at enough to decide but I know that it doesn't--

Tina: Does that mean you are going to create one--if you are going to say--

RC: I don't think I can create one. We need to create one.

Tina: That's what I'm saying. If we are going to create one, you have to have something in your hand that says this is commercial activity, this is home occupation.

RC: No, no, no.

Tina: I'm sorry, commercial activity. And if it doesn't fall in this; I'm sorry, we have to define exactly what commercial activity is.

Pam: We have to have a very sound definition.

Steve: I think that we can do that and I think it should be by people of the community, not lawyers and judges making those decisions. We live here. We are the ones. We interpret it. I mean, we have to go by what the intent of the covenants were when they were written. We have to think on our feet but I think to put that in the hands of somebody that doesn't care about this community one way or the other because they can say whatever they want; they are never going to drive through here. We are the group that lives here. We are the ones that are going to have to live with it ultimately. We are the ones that should make the decision.

Walt: That's correct.

Brian: Well, that's what we are going to do. We are going to be interpreting. There is no way for us to define it. We should not try to--

Tina: No, we have to--every single one that comes past us, we have to determine--

Pam: We have to have a definition in order for us to interpret. If we get a complaint, I think we better say we don't believe it is commercial activity according to our definition.

Brian: Yes, that's correct.

Pam: Right?

Tina: You have to say why we don't think it is. You just can't say we don't think it is.

Pam: We have to have a definition.

RC: Yeah. I'll be glad to--

Tina: You have to tell people why you don't think it is. You have to be able to stand behind your decision.

RC: I will be glad to go home, find--put together--

Steve: I'll work with you on that.

RC: Put together what my definition is of commercial activity so that we can sit here at the next meeting and say--you know, I like that line but I don't like this line. And now we have our commercial activities defined.

Walt: Two things. Stipulations can be used against you in court as well as it can be used as a defense, so if you have a stipulation written, it is not only going to be used by your attorney, the other attorney is going to use it against you. So a stipulation isn't only a defense. The other thing is, you don't really have to have a definition. You just have to have a resource so you can say we refer to the county. You don't have to supply a definition. You say, "For our reference, we use the county regulations--"

Tina: But what if there isn't something that we can reference to?

Steve: You just said we can. The county rules and regulations.

Tina: No, no, no. The county doesn't have a definition of commercial activity. It has what is defined as what is allowed for commercial zoning.

Steve: Then it's okay.

Walt: I would have to see that. That would be pretty hard--I mean, for our county not to be covering the businesses in this county would be--I can't see that that would happen.

Tina: Okay, I'm just curious. Do you think that an auto body--somebody that does auto body in their building behind their house is or is not a commercial activity? I'm just curious. I'm just asking because--

Pam: We would go according to county regs on what an auto body shop is.

Bill Curley: What the county regs did as I believe was, they tried to divide home occupation from recognizable commercial activity which has signs, a store front, which has traffic, which would be parking, which has a lot of customers coming and going and they define that. They actually put language in there and they said home occupation is not that sign, not that gas pump, not that big turn around, not a lot of traffic. That is what it is not. Commercial activity is what that is. And our covenants stated that. And then in 1998, because we were feeling a little ambiguity, in the bylaws we stated that the county regs for home occupations was something that we bought into. It made sense to us. It still makes sense to me. And that is not commercial activity. That is home occupation. The county does not define every little turn of the hair from every possible way you could make a buck for obvious reasons. It has to be left open to interpretation. When there is a cost that accrues to a certain activity, then that cost is what you take into account and say we must disallow that. So if somebody puts up a red light district on his five acres back here, that is a cost that is obviously accruing this community and we stop it. And the county is behind you on that. That is the reason it is written that way is to allow for--demand, really, to demand interpretation.

Tina: Motion to have a stipulation, all in favor?

Pam: I'll abstain.

Steve: No.

Brian: No.

RC: Nope.

Tina: Yes.

Tina: Three no's, one yes and one abstain.

Pam: Do we still desire to meet with the previous Board to further our conversation or--

Tina: Or do you guys want to just run with creating a definition?

Steve: I would like to just try to create a definition and see if we can live with--I'll work with you on that to see if there is one that we can live with at the next meeting. Then we run with it, it is published in the minutes, you get some community input and anybody that has got some real heartburn, you know, at least listen to it, see what they have and just do that. It is our community. Let's do what we think is best for our community.

Pam: Let me say that as we do our individual research on how we would like this to read or what we would like to utilize, I want to keep the option available that we can revisit this.

RC: That's always constant. The paperwork and things that are filed don't go away. The file still exists.

Pam: What I am asking is, we have two attorneys--we have an open issue.

RC: Um-hmm.

Pam: We do. We have an open issue. So we are not officially killing that, correct?

Steve: At least not until the next meeting. And then at least see what we've got. I mean, we can't keep it open forever.

Tina: No, I don't want to keep it open forever--

Steve: I would say let's keep it open for 30 days with the same instructions they have right now, don't take any billable action until you hear from us.

Tina: But I still--I'm looking at making sure that this Board is clear in the direction that it is going and I want to make sure the community is clear on where we are going because I do not want to kill the declaratory. I mean, I'm saying we can kill the declaratory but we have to make sure we let the whole community know why we are doing it and our reasoning behind it and how we are going to take action, you know, covenant violations coming into place, that this is our definition of what we feel. If it doesn't fall within that because I want to kind of make sure that the whole community knows. Please don't send me an Avon covenant violation because this is probably what the answer is going to be. I really think it is important that the community knows what direction it is going--

Steve: Well, we can have a form letter pretty much like you did on the outbuildings, you know, that we've adopted this such-and-such. We consider this matter closed.

Tina: To me, I feel like we are doing a rule and reg. on this.

Pam: I don't think it is that simple, Steve, from a standpoint that we have already invested \$6,000 in it. If we are going to continue our discussion at the next meeting perhaps we should put a little blurb in the newsletter.

Tina: Yeah, but I mean, as far as this Board goes, I don't want to spend another 500 hours discussing whether we go forward with it or not.

Steve: No. I agree.

Tina: Give me a really solid reason why we don't go forward with it and I need to know that and I think the homeowners need to know a really good solid answer of why we are so damn confident in what we believe to be true. That has to happen, not only for me but it has to happen for this community. I just really believe in that and I don't think we are there yet. I'm not saying we can't get there but we are not there yet. Okay, Steve Hamblin.

Steve: Yes ma'am.

Tina: I think I would like you to look over the reserve study and other projects that need to be budgeted for and kind of go over our financial needs. You have been very vocal in opinions on how money has been spent and where we need to go from here and how did we all do this and let's not raise the dues and that type of thing.

Steve: Okay.

Tina: How do we get from point A to point B? How do we make sure that we have enough money to fix the roof? I know the reserve study gives us a suggestion on what is going to break first and what it would cost us. But we as a Board have not had a chance to go through that. I think Brian is pretty tied up with the mold and issues that we've got on. RC is pretty tied up. So--

Steve: Tina, I will be happy to go through that and bring my Scottish heritage to it.

Tina: I mean, it needs to be done. We have had this on hold forever.

Steve: Okay. I will be happy to get going on that. That's something I can do regardless of where I am on any given week and when I am traveling and sitting on a plane.

Tina: Everybody knows my goal. My goal is to never have to do a special assessment to the Association.

RC: Can you say that one more time?

Tina: I've said that like 500 times, guys. Trust me. Everybody has heard that come out of my mouth. We do not want to do a special assessment. So that is what I am looking at. I think I am done with anything that I have. Any other Board member have anything that they would like to bring up? Okay. I'll open it up to open forum. Again, asking people to limit their time to five minutes. Okay, anybody have anything for open forum that they would like to bring up?

#### Open Forum:

Homeowner: I just have a question about money that is spent on postage and paper for those lengthy newsletters that were so redundant and boring that it was unnecessary to hear all of that. So, I guess, is there a way to put it on the web for people to see. If you'd like a hard copy, get your name on a list and get one sent to you. How can we save some cost in regard to that?

Tina: Okay, Sandy.

Sandy: Again, I should have done a better job but I didn't but I did quickly go back through the past eight, nine months trying to get a feel for your transcription costs, the printing of the minutes, the newsletter printing and

all the postage. I found with the big envelopes we are over \$200 and closer to \$225 a month for this type of newsletter when we mail it out. Perhaps we could ask homeowners what it is they want to see, if they don't want to see all of it then they immediately throw it away. Perhaps we should put it up on the website and then say something like this is the last you are going to see in your hand. If you want to, they are up on the website. If you want to get a paper copy let us know. Or do a quarterly newsletter that is just like a little summary. These 40 page minutes, it is heavy, it is expensive. They are looking at postage going up in a couple of months. They are trying to get it up to 41 cents.

Homeowner: Is it required by the Association?

Tina: No, and what we are thinking is to put in the newsletter if you are interested in seeing the minutes, please go to our website and tab under minutes and--

RC: If I may, I think we talked about this just briefly with Cheryl...we can make a summary of minutes. It doesn't have to be the entire word-for-word document.

Tina: Well, you can't call them minutes then if you do that.

Pam: I think we have to do one or the other. I don't want two sets. I don't want to be confused.

Tina: You can't have two sets. You can't have a summary and you can't have the minutes. The minutes are really what is taken into court.

RC: But we are talking to Cheryl and Cheryl said yes you can create a summary that you mail out to everyone and then you keep the tape on file for anything that comes up.

Tina: No, you still have to have minutes of your meeting. Period.

Pam: They wouldn't have to be verbatim.

Tina: They don't have to be verbatim. No, but you can have minutes of your meeting. Yes.

RC: Exactly.

Tina: But the reason why we had to go to transcription is because it was so hard for Walt--you see, you can't be a participant and a secretary at the same time.

Pam: That's true.

Steve H: I agree with that.

Tina: That is the problem that we had.

RC: But I can create a set of minutes with motions that leave out all of the discussion from the tape without having to take it to transcription.

Board: You can keep it on file.

Tina: Well, and see, that's the thing we have to figure out for sure because we were told you can't save the tape. You have to destroy the tape so we've got to find out for sure which way it goes. That is just what we were told at Hindman Sanchez so I'm not saying we are right or not but before we save any tapes, we were destroying them.

Bill Curley: I don't quite understand how it is assembled. We are recording every word presumably. Then is that set up what you call minutes that I get in the mail, is that an exact word-for-word printout of that tape? Or does it go someplace and get edited before I get it?

Pam: It gets edited.

Tina: It gets edited.

Bill Curley: Who edits it?

Tina: Well, what happens is, is the transcriptionist cannot always hear word-for-word.

Bill Curley: So it doesn't get edited--

Tina: Like when we are all talking at one time, she just writes inaudible.

Bill Curley: And because there were some passages from that particular meeting where people spoke and I recall that they were saying that stuff didn't show it and I know a lot of what I was saying didn't show up there. So, in fact, it is not a word-for-word--

Steve: Nor are our minutes supposed to be word-for-word.

Bill Curley: They are not supposed to be transcription either.

Pam: Let me give you an example--

Steve H: But it can be a--I mean, I don't care. You know, summary or otherwise, I mean we could say that half the room didn't like it, half the room did. Discussion followed and we did that. And so, I personally don't mind a summary of minutes. I understand the cost. I do think having a verbatim transcription or nearly verbatim transcription certainly probably exposes you more than you want as far as fostering open discussion.

Pam: But it also provides some protection. It also proves what was discussed and what you do say. Here is what is edited. When I say, and I say just like I just did, I will take out the second "when I say." Do you see?

Bill: Yes I do.

Pam: Or when one of us says, "uh, well, what I meant was, okay, here's what I mean," that "uh, what I meant was," we go to the here is what I mean. And I don't--

Bill Curley: What is being suggested here is, if we have the tape I think it covers the liability. If you then edit that and do a transcription, that is where you are exposing yourself legally.

Tina: Okay, I am looking at it this way. I would like to see the transcriptionist transcribe it and we turn minutes into it. And we don't always have to put verbatim all the conversations, all the discussion in there. I mean, the problem of it is we do not have a secretary. If we had a secretary here, like Patty was literally typing as everybody was talking. You know, Walt tried to take the tape and transcribe it best as he could but it took him forever to do it. No offense, Walt, but that is what happened. So you cannot be a participant in the meeting and take minutes at the same time. You are trying to write and talk at the same time.

Pam: Let me ask a question to Sandy here real quick. What are paying the transcriptionist a month on average?

Sandy: Oh, \$100, \$125.

Tina: Our February 8<sup>th</sup> meeting was the best meeting ever, okay? I am looking at the meetings not being a three hour tour. I am looking at not only allowing people to speak for five minutes and not speaking for three hours. So, our meeting--our February was \$75. So I'm looking at our minutes being more like \$75 rather than the--

Pam: I would like to say it has been helpful a couple of times to look back and see what was involved in the discussion. It helps clarify things at times. I will say that.

Steve: Would Patty be willing to come back if we paid her \$50 per meeting because I think that the problem that you have when you are doing a transcription like this is that you are not at the meeting.

Tina: You know, if we could find a homeowner or somebody around here that has a laptop that is willing to sit in the meetings for \$50 a month and type those. RC go for it. Go for it.

RC: Again, why can't the motions and the summaries and minutes be made from the transcription? I mean not the transcription, from the tape?

Tina: It can be.

RC: Then that's all I'm saying. That's all we need to do.

Tina: If you want to take this tape like Walt did--he took this tape and listened to it and typed in all the stuff that needed to be typed in.

RC: Right.

Tina: He absolutely did that without having to do a word-for-word.

RC: Right.

Tina: And if you are willing to do that, absolutely. I would give you that--I will give you the stick. And you can listen and type and do the minutes.

Pam: You say absolutely. Are you sure you want to do away with extensive minutes? I mean--

Tina: The extensive minutes have helped us in trials so you are asking a person who has had to be in trial like how many times now. The hard part for me is, the ones that we have had almost verbatim has saved us in trial so you are talking to the wrong person because I am the one who is in the hot seat and looking at the judge and using those minutes as--

RC: I'm going based on the information that was given to me and you and Pam from our attorney who said we do not have to destroy tapes and that we don't have to transcribe them word-for-word. That we can take the tapes, create a set of minutes, you know, which would basically say the meeting was called to order, we've got the treasurer's report, we've got this, this motion was made, discussion, and then you save the tape. That is what she said, word for word what she said, our attorney who we pay.

Tina: And I'll tell you that the minutes that Ginger took were wonderful because her minutes really told the story. And my problem with the tapes is, you think it was some time, three years ago in August. It was summertime when we sat there. What was it? And then to have to go through all of those tapes to listen to find the smoking gun--you know, that we need or that we are looking for and what actually happened at that meeting? Does anybody have any idea? Did that motion get passed or not? I mean, I don't know. I'm having a hard time because I have been on every side of this. I have had Ginger--spoiled with Ginger for 11 years, her doing the minutes that were beautiful. I've had Patty do them on and off and Patty is good. Patty was good but she just got just the basics--she just got bare minimum. You know, the December 14<sup>th</sup> meeting--November 14<sup>th</sup> meeting went on for a very long time and we only had two pages of minutes out of it. So, you know, it is hard--go ahead, Sandy.

Sandy: Well, I guess what I am trying to say is that you've got a couple of different issues here. You can still transcribe any of the minutes and then post that on the website but when you mail things out, just don't mail that big huge packet out. I mean, a couple of years ago, we never sent the minutes out. We had somebody

doing the newsletter so maybe we can just say, okay, well, we are going to go ahead and transcribe these minutes and keep them on file. We will put them on the website so everybody can see them if they want to, but as far as the monthly mailing of the newsletter, it is just going to be just like maybe containing some summaries. Another advantage you have with the summaries is, and not the official minutes, is it gets out much quicker. I mean, how long does it take to get the minutes? I mean, tonight's meeting, you are going to maybe hopefully next month you are going to approve the minutes and then it is going to go and then we will see it two months down the road. If you just do like quick blurb summaries that go out to the homeowner, it will be much shorter, much lighter, less postage, less copying, and more timely or just get to the point where maybe you say, look, we are going to post one behind the glass at the mail shelter. It is going to also be up on the website. If you want it mailed to you, call us, let us know. If you don't want it, you have been getting it off the website, do so. But that's separate from the transcription. You know, it is these mass mailings of 30, 40-

Bill Curley: Can I suggest, it's the minutes, in other words, it is the summary of the minutes that locate the transcription for you if you need it for a trial. That's what the minutes are for. They tell you, okay, what did we discuss, what were the issues? They are in that monthly minutes so you know it is in that monthly tape. You go to that tape if you need it. I regret you spending so much time in court but at least if we keep the tapes, at least we will be covered and you find them with the minutes. That's what they are for.

Tina: Well, the problem of it is too that you've got different volunteers. We'd have to figure out who is keeping all the recordings of the minutes, because if someone leaves, then, I don't even know if we have all of them.

RC: They go in the office--they become part of these minutes, this packet that I have to create every month.

Tina: Yeah, that's true. Just to make sure that we have it all.

Brian: Do we have a safe? Fireproof?

Tina: No, we don't.

Brian: Or put it in a safety box.

Pam: We could buy a safe.

Brian: We need to keep them in a safe but we definitely need to keep that big document and I think we can break them down to where they are on a, you know, broke down basis and then if we have to, we can go back-

Tina: We will just do years. You know, just so many years.

Brian: Go back to that if we have to for a court case or if someone wants to know more about the minutes because they didn't see enough or whatever, whatever reason, you can go back to that.

Steve: Is that just a memory stick?

Tina: Yes.

Steve: I mean, so that could be copied to a DVD. I can do that. I mean, you can have every year.

Tina: Yeah.

Steve: You can have them in separate files copied to a DVD.

Tina: I hope we've got them all but I don't know.

Brian: So send the one version of the minutes to the people who will want them in a letter document.

Tina: Okay, let's just make the decision tonight whether or not we mail the minutes out to everybody. Because I think that--

Pam: Well, I don't know. If the minutes become one page, then that is a different thing because they go with the billing at no additional cost, right?

Tina: You mean the summary?

Pam: Correct. If we decide to go with the summary, let's say verbatim versus minutes. That works better for me. So, if we go for the simple minutes format, we can still mail those at no additional cost? So I think we have to decide first which format we want to--

Steve: If we get it down to two pages, is that okay?

Homeowner: Yeah, that's great.

Steve: Okay. Diane says it is okay.

RC: They are going to look at it and they are going to say, okay, so now the pool is open from 9:00 to 6:00, not "Oh, we shouldn't open the pool at 9:00 because nobody really gets up that early and I'm having my breakfast and my tea and my cereal." It doesn't have to be that way.

Tina: I think it is important that we just don't do bullet points because a year from now when a new Board member comes in and they want to know what the hell is going on and how they are going to research this, they are not going to listen to 100 tapes. They want to hear, okay, what happened with the xyz court case. Are they going to sit there and ask?

Board: Are they going to read 500 pages?

RC: Yeah, you are telling me they are going to read 500 pages? They won't listen to--

Pam: Well, the good thing about that in all honesty is, if you go to the website and you open it up, anybody can do a search and find your topic. I mean really, if you seriously are trying to research something that was discussed, that makes it much easier. You have to admit, that is a much easier way to approach it than listening to it.

Board: But you can still, you can go ahead and have the transcriptionist--

Pam: Right. Two different things. Yes.

Sandy: What I am more concerned with is the actual mailing out. I mean, a couple of years ago it was decided that the newsletter--you said the newsletter would become the minutes and just maybe do just a summary there or just tell people that the full document of the meeting is on the website. Let's just save all the cost. Elizabeth Business Center gave us a 35% discount and we still paid over \$500. That included the Rules and Regulations in there. I mean, that is a huge discount and they typically gave us a--

Pam: So we can send them the skeleton, the basic minutes. We can say to them, if you would like information on the discussion or further details, the full transcription is on the website for your access.

Sandy: And if you don't have access to the website and you want this mailed to you, call and let us know and we will mail it.

Pam: That feels to me like--

Steve: That'll work.

Tina: What are the official minutes?

Board: The summary.

Steve: The summaries? No, I think the summary and the meeting.

Tina: See, I think the transcription needs to be the minutes and the summary needs to be the--

Pam: When you say official, what are you thinking?

RC: Yeah, I think you are confused.

Pam: I mean, when you say official, how are you--

Tina: Okay, the official minutes are the only piece of documentation that really is the core of this whole Association. It is the minutes--the official minutes of this that gets taken to court, it is what we have in our books that show all the years of minutes and--

Steve: Can I make one suggestion? Are there any other comments on the floor before we beat this to death?

Tina: Yeah, let's stop.

Steve: Let's stop. I mean, we could beat this up all night--

Tina: I'm sorry, let's go ahead and--

Steve: Any other comments from the floor?

Pam: Are we not making a decision on the newsletter? I thought he just wanted to see if anybody else wanted in on the open forum. Isn't that where you were?

Steve: No, I just thought that there is open forum. Is there anybody else that has anything?

Pam: There are people that read these notes that can't make it every time. You read them.

Tina: You know, people work and they have kids and they have lives.

Brian: If we do a survey, send out to all of the votes of this community that says how many folks--how many of you folks would like to see the minutes in this document in the newsletter, how do you think would say, "Yeah, I wouldn't want to see the minutes."

Bill Curley: By the minutes you mean the transcription? Word-for-word.

Brian: Transcription or the word-for-word.

Steve: This is not a democracy. Let's make a decision and say we are going to do it this way and this is what you get--

Pam: It is important that the minutes go out in some form.

Brian: I agree.

Pam: Because we can then say we gave it to you. Ignorance is no longer an excuse.

Brian: I agree.

Pam: Okay, good. Cool.

Brian: I'm not saying don't send them out. That is not what I am insinuating. What I am saying is, I am concurring with Steve, they can be cut down and used well. They don't need to be that detailed. If they want all the detail, they can either show up at the meetings like Curley said.

Pam: I do have one question for you. Are we going to approve both sets of minutes?

Steve: I think you have to have a set of minutes. I don't think you can have--legally that you say, well, I like this set of minutes better than the other one.

Pam: We were just saying and I thought we had some commonality that we were going to send the basic minutes out and provide a more detailed copy on the website. I thought we just discussed--

Steve: If you want to do that, I think you can call one meeting notes or meeting details but I think that that you have an official set of minutes and if you are going to--whichever one you are going to call the minutes and it goes back to what you are going to take to court, if you call the two-page summary the minutes, that is going to be what we adopt and that is what is going to be--

Tina: Absolutely.

Pam: Well, I'm just trying to be practical. I'm telling you this, when you have the transcription set, I still want to look at those because maybe you got something I said wrong. That is what I'm trying to say. We still need an approval process.

Tina: Yes. We are using the transcription as a guide because we don't have a secretary to sit down and type as we go. That is the only reason where we had to go to this.

Pam: If they have been voted on and approved, they are officially accepted would be the point, whether they were skeleton minutes or verbatim minutes.

Steve: Right. Because we are charged, from looking over those and saying this is a fair representation of what went on at the meeting.

Tina: Absolutely.

Steve: And when they are accepted, so I think that, realistically, the word "transcription" shouldn't come anywhere near it because it is not going to be a transcription. They are going to be meeting notes adopted to be meeting minutes.

Tina: Right. And it is because we don't have somebody sitting here taking all the minutes. We are responsible for it so we had to come up with a plan B which is taping the meeting and having it transcribed and us going through it and getting as much as we can. Sometimes she can't hear everything. Sometimes it is way too much information and I know that. Now, can we compromise in taking out a lot of the mumbo-jumbo stuff and condense it down from what she transcribes? Sure. Does RC want to take this and try to transcribe it like Walt did? I don't know. A lot of the information I think is good to have. When I read somebody's letter like Susan Oviatt's letter regarding her fence, that is in the official minutes. And our response back to her so that if those documents burn down and we had, you know, minutes out there on the website that we showed that not only did she request something in writing and what she specifically requested and what our actual response was that the Board had made that decision on that so not only we are covered but Susan is covered in the future.

Steve: But there would be written documents on that. If she has communicated in writing and we have responded in writing, there is already written documentation that is going to take precedence over what the minutes said that it was.

Tina: I know, but what I am saying is that if this building burned down and we didn't have anything, those minutes are now on the website.

Steve: I agree.

Tina: And I really think it is important that we show that Joe Smith wrote a letter regarding XYZ and we were specific and that we responded back with our answer as being this. I think it is really important for me to say ACC approved a barn on 1257 Sioux Trail on 11/27/2006.

Diane: I read those 40 pages four different times and I have no idea what they said. They were transcribing conversations and you can't get the point across in transcribing conversations.

Homeowner: You could transcribe those and use them as the minutes but do you need to send the minutes out as a newsletter?

Tina: No, I think we could do a summary and I think we can do the official minutes on the website and a summary in the newsletter. I think that's what we can do.

Steve: I think that is a good start to try and see where that goes.

Tina: I think we should at least try--

Steve: Let's try that and go home.

Brian: Let's do that to try and get it moving forward.

Steve: Here, here.

Brian: Let's start.

Tina: Okay, do we need to make a motion on that one, guys or can we just make the decision?

Steve: Let's just make a decision.

Motion was made to adjourn the meeting. Motion was passed. Meeting adjourned at 10:05 p.m.

Respectfully submitted by RC Cuellar.