

**APPROVED
WOODLAND VILLAGE
SPECIAL BOARD OF DIRECTORS MEETING MINUTES
NOVEMBER 10, 2010
6:30 PM**

BOARD MEMBERS PRESENT:

Fred England, President
Dan Jurkovics, Vice-President
Jacques Swain, Secretary
Robert Lissner, Treasurer
Peter Lissner, Director

OTHERS PRESENT:

Susan Toy, Provisional Manager
Susan Keenan Associated Management, Inc.
Jennifer Tennis, Maintenance
Homeowners per Attached Sign in Sheet

CALL MEETING TO ORDER

President Fred England called the Woodland Village Board of Directors meeting to order at 6:30 PM.

ESTABLISHMENT OF QUORUM

A quorum was established with five out of five Board Members of Woodland Village present.

HOMEOWNERS COMMENTS

F. England advised the homeowners may make comments at this time but are limited to items on the agenda for three minutes per homeowner. Are there any questions or comments about what is on the agenda? There were no homeowner comments.

NEW BUSINESS

Note to Minutes: F. England asked the Board for permission to move "item a" under New Business to the end of the new business items, having no objections, the Board will move "item a" to the end of the new business so copies can be made of the contract.

Review and Discussion regarding Cost to place Trash Cans at the Mutt Mitt Dispensers. F. England asked do we have information on the trash cans? S. Toy advised maintenance gave me information for regular metal cans and the cost would be \$22.98 each. We would either have to chain or bolt the trash can to the dispenser, the chain would be \$9.97 for 10 feet and wire rope to attach the lids would be \$16.24 for 50 feet. I believe this is what the homeowner was talking about at the last meeting; the Fido House Kits where the trash can and the dispenser are built on one post. J. Swain said yes he wanted the all in one but those are expensive. S. Toy said they are \$359.00 each.

J. Swain said we have had people requesting this before and for those people that are willing to pick up after their dogs it behooves us to give them some place to put it. The only concern I have are the lids. They have to be chained to the trash can or something otherwise they will be all over the neighborhood. F. England said we are looking to put a trash can at each of the dispensers. J. Swain said there are 11 dispensers. F. England said the problem is the people that don't pick up after their dogs now are not going to use the trash cans and this type of trash can is going to get trashed really quickly. P. Lissner asked how often would they be emptied? F. England said once a week or as necessary. P. Lissner said well we try a few and if it doesn't work then take them out. F. England said we will look at them and will get something smaller than this and see if we can get something that has a lid attached. So we are going to buy 6 trash cans a little bit different than this and have them installed at the Mutt Mitt dispensers.

F. England moved to purchase six (6) trash cans to install at various Mutt Mitt locations to see how it goes.

P. Lissner seconded. Motion carried unanimously.

Selection of Officers. F. England said for the upcoming year we need a President, Vice President and Treasurer. J. Swain said I nominate F. England as President. A homeowner asked what happened at the election? F. England the election at the last meeting and D. Jurkovics and I were elected to the Board. R. Lissner, P. Lissner and J. Swain are appointed by the Developer. The officers of the Board are appointed by the Board to serve in a position for the next year. So, J. Swain has nominated me as President but do we want to do a slate of officers or do you want to talk about it? I would like to see D. Jurkovics as Vice President and R. Lissner as Treasurer again. J. Swain said someone has to be the Secretary.

J. Swain moved to nominate F. England as President

P. Lissner seconded. Motions carried unanimously.

F. England moved to nominate D. Jurkovics as Vice President, R. Lissner as Treasurer and J. Swain as Secretary.

P. Lissner seconded. Motions carried unanimously.

Approval of Refund for Prepayments from Old Phase 6 & 7. F. England said the Developer has a proposal from old Phase 6 & 7 and I am going to let R. Lissner talk about their proposal and then we will get into what the Board needs to do. R. Lissner said I am speaking as the Developer and not a member of the Board. Some of you know there has been an issue about old 6 & 7 and we have abandoned trying to getting them into the Association. We have a proposed settlement from approximately half of them that states if we record clear documentation that they are not members of the Association and they want anybody that has paid assessments for August forward to get their money back. F. England and I have talked about this and we actually stopped providing services back in April, if I recall and I'm proposing that the Association should refund anything that was paid from April or beyond, which is in excess of what they are asking for but I think it is fair. In return, these 32 people will forego any right they think they have to sue the Association and the Developer for the money they have paid in for 10 years. Of course, some of them think they should get it all back but we have provided some services in that time. We have actually gotten a very reasonable settlement offer from them and speaking as the Developer we want to accept the offer but we also think the Association should not have been paid since April. So, people that have not paid for the year will not get anything back. That is the proposal to this Board.

D. Jurkovics asked is that \$16,000 or \$3,000? S. Toy said \$3,165 is just from July because that is what they asked for in their letter. R. Lissner said I'm pulling a number out of the air of \$8,000. S. Toy said we were still providing services up to that time, we were still checking trees, fence boards, black street lights and patrol was still going into that area. Patrol is still going up there now. A homeowner agreed. F. England said the trees we were replaced because they died last year and patrol was not supposed to be. S. Toy said you told people at the July meeting we were going to continue the services. A homeowner said yes, that is true. F. England said but we haven't been. The trees that died were old trees that should have been replaced last year but we didn't. We have a list but it is as of what date? S. Toy said the \$3,165 is the Annexation homes paid since July 2010. D. Jurkovics asked so we were still providing patrol after that? S. Toy replied yes, patrol is still going up there; we never stopped patrol. R. Lissner asked what is this list of lots we are looking at? F. England said this is from the list of lots that are part of the settlement this is what they have paid from July on. P. Lissner asked well their proposal was from July on, correct? F. England said that's the proposal but we had talked about it and I looked at it as we basically told them in January that they were not part of the Association. I was under the impression we stopped everything but we didn't. S. Toy said at the July meeting is when you told them. D. Jurkovics asked what are the ones with the sale next to it? S. Toy said those are homes that have been sold. This house has been sold recently and we have received checks that need to be returned. D. Jurkovics asked so we got this from the closing company or whatever? S. Toy replied yes. D. Jurkovics asked so they are asking us to return it. S. Toy said no, I told the bookkeeper not to deposit it because I thought we were going to be returning the money. Also, I sent F. England an email about it and we sent it to the Association attorney and she said we should not be taking this money. P. Lissner said their proposal was for July and that is what we stick to, that is what they asked for and that is what we do. F. England said ok, is that a motion? P. Lissner said that is a motion. J. Swain said I agree with R. Lissner. I think it has been going on potentially for years if you really want to look at it and we said in January that this was the direction we are inclined to and it took us forever to get the final decision. I'm inclined to go all the way back to January. D. Jurkovics said but we really didn't; remember the lady that was all mad that did the

survey. She was mad that no one told her in January. That was at our July meeting right? S. Toy said yes. D. Jurkovics said so really until July we had never agreed that that was final. F. England said ok; right now we have a motion to refund the \$3,165; do I have a second for that motion? S. Toy said I have a question. F. England said after I get a second, then we will open it up for discussion.

P. Lissner moved to refund \$3,165.00 from July 2010.

F. England seconded. R. Lissner abstained. Motion carried with four out of five members voting.

Discussion: S. Toy said the attorney told us that we should not be paying this and that is what she put in her letter to R. Lissner's attorney. F. England said yes, she said that we should not or we cannot repay or take money out of the Reserves. F. England said but in doing this and what is basically being proposed is that we accept as of 7/1/2010 they are not part of the Association. So, none of that money should have gone into the Reserve and that is where we are going to refund. As far as the Reserves, if we were going to go back and give them more money back, they would have to get a court order for us to be able to take it out of the Reserves. S. Toy said right that is what she said about the reserves. D. Jurkovics asked so we are not going back to April, we are not going back to January? F. England said that is the motion was and it has been seconded. P. Lissner said and let me point out that is what they asked for so apparently they think it is fair and they have been getting services and it is not a lot of money for the Association not to deal with this. R. Lissner said I have a comment a lot of people up their just stopped paying back in January, February and March. I think the people that have kept paying are deserving of a little special consideration and they were a little more honorable with us then the people that said hey, I don't have to pay. I'm more included to give back money to people that hung in there with us.

D. Jurkovics said we could wait until we get sued since we are indemnified as an Association. F. England said this is to settle with half the people and it that is all we are trying to do right now. R. Lissner said if they are not part of the Association, then giving them the funds back that they requested is reasonable. A homeowner asked that is just half of the people? F. England said approximately half. The homeowner asked what is with the other half? F. England said they didn't go in. R. Lissner said that will be the next motion. S. Toy said this was just the people that contacted an attorney. There are other people that did not go in with that attorney. J. Swain said later we can always refund more. P. Lissner asked isn't this what they asked for? F. England said yes. P. Lissner said so I guess I don't understand why you think they should have more if this is what they want. R. Lissner asked when did we stop doing compliance up there, one of our major costs? S. Toy said that was not until after the July 28th meeting. F. England said ok at this point in time I am going to close it and bring it back for a vote.

Note to the Minutes: F. England said the motion passes and we will agree to refund the money once the settlement has been approved.

R. Lissner said I have another motion related to this and that is as a few people come forward I move that we make the same deal with them. J. Swain said so we don't end up in a court battle. R. Lissner said we may end up in court anyway but they may come forward and say I want that deal and then we have to come back to the Board and would ask that it be approve for anybody that shows up out of the remaining 38 that is willing to take it. F. England asked any more discussion? A homeowner asked are letters going to go out to those people? R. Lissner said yes they are. F. England said it will go through their attorney. The homeowner said that is for the first group, what about the ones that he is talking about? R. Lissner said yes letters will go out. D. Jurkovics asked are those people signing an agreement that this is for a final settlement so they can't come back for anymore? R. Lissner and F. England both said yes.

R. Lissner moved to make the same deal with the remaining 38 owners of old Phase 6 & 7.

F. England seconded. Motion carried unanimously.

Acceptance of Community Manager Contract. F. England said going back to item a) Acceptance of Community Manager Contract. There is one change from what we have here and it is vacation time, which is 3.4 in the contract and allows for three (3) weeks of vacation that is accrued beginning with the hire date. The employee shall accrue three (3) weeks of vacation at the start date and annually thereafter. I have a question for AMI, when we switched her over how much vacation time did she have on the books with AMI and are you going to be paying that out? S. Toy said I had 48 hours on the last paycheck. S. Keenan said we would have to check her paystub and you pay her salary

so it would be a Board decision if you want to pay her out or transfer it over. F. England said ok. S. Keenan said so you can work that out with the employee. F. England said so the change I am proposing is that it is going to be accruing during the year. It will not be deemed to be accrued at the start of the year but it will accrue through the year. S Toy has been with us on a full time basis for over five years, correct? S. Toy said it will be five years in two weeks. F. England said ok for five years and three (3) weeks of PTO time is not an unreasonable amount time. R. Lissner asked are you changing the wording to PTO instead of vacation? F. England said yes. R. Lissner said so as I understand it, just to repeat this back; AMI will pay her 48 days of vacation? S. Toy said no 48 hours. F. England said what we will do is, I will sit down with S. Toy and if she wants to be paid out for it, we will pay her out, if not she will have 48 hours of vacation time on the books day one. R. Lissner said fine, so you are just going to change the contract to employee shall accrue three (3) weeks of PTO annually starting on the hire date. F. England said yes. R. Lissner said and you are going to make a side agreement whatever it takes for those 48 hours. F. England said yes. J. Swain said I know we talked about this but does this roll over too? F. England said one thing that is not in here is where I work we roll over or accrue a max of 180 days. S. Toy very seldom has time to take three weeks worth of vacation. We have always in our policy allowed the employees and part of this is it is subject to policy set by the Board, our policy is that she can be paid out for it or you can roll a week over. S. Toy said you let me roll a week over. F. England said so that is what our policy has been and we will maintain that and she will be a part of that. So, as of her three (3) weeks she can get paid out for it or roll a week over.

F. England moved to accept and sign the contract with Susan Toy to be the Manager of our Association now that she is actually licensed at the amount that was agreed upon at the Executive Board.

D. Jurkovic seconded. Motion carried unanimously.

Note to the Minutes: F. England said I will sit down with S. Toy tomorrow and get the contract signed and it will be effective as of December 1, 2010 so she is going to need to get AMI in writing that she is terminating and we will go from there. I appreciate S. Keenan's help for the last 2 ½ years. I will get the information I need to get back to you and we will get some thing going. S. Keenan form AMI said I brought a contract for S. Toy to give to you, so you would have a starting draft. You will really only pay for something if you need it and you request it. So for consulting there is no flat fee, she can function once she has that license in her hand as a full community manager. F. England said can I ask you to keep her on your mailing list if you have any kind of educational seminars. S. Keenan said I actually put in the contract that any educational benefits we have available to our employees will be available to Woodland Village employees at no charge. F. England said good, thank you I appreciate that. S. Keenan said education is primary.

HOMEOWNERS COMMENTS

A homeowner asked the people coming forward from old 6 & 7, I assume there is a record kept of who paid did and who didn't pay? F. England said yes. The homeowner said so if people come forward and say I need a refund you will know if they paid. F. England said if they have not paid they will not get any money back.

Another homeowner asked are those properties exempt now if somebody sells it? F. England replied yes, as far as the Association goes as of July 1, 2010, all 65 properties are not part of the Association. We are not collecting assessments. The homeowner asked what if they want to join? F. England said they can join and they can ask to become part of the Association but the problem is if their next door neighbor says I'm not going to join, we cannot enforce our rules on somebody that is not part of the Association. So, if you join and people on both sides of you or across the street don't and they decide to trash their homes, there is nothing we can do to make them change. So, it is all or none as far as we are concerned because we cannot push if they are not part of the Association and we cannot do anything. So, we basically said as of July 1, 2010 they are not part of the Association.

ADJOURNMENT

There being no further business the Board of Directors Meeting was adjourned at 6:50 pm.

Respectfully submitted,

Susan Toy, Provisional Manager
Woodland Village

Fred England, President
Woodland Village