

DRAFT

RIVER RIDGE PROPERTY OWNERS ASSOCIATION
War Memorial Building
Wardensville, WV
March 24, 2007

PRESENT: (alphabetical in order of last name) 85, 2, 45, 96, 17, 26, 6, 39, 62, 100, 82, 21, 5, 63, 64, 23, 86, 87, 88, 54, 22, 1, 7, 12, 103, 32, 15, 59, 60, 9, 67, 61, 46, 119, 34, 65, 18, 73, 68, 93, 38, 44, 33, 58, 29

PROXIES PRESENT:

The Special Meeting was called for by the following members of the Association: Craig & Mary Diggins, Billy Berg & Monica Ridgely, Scott & Debbie Schaffer, Tom Wilt, Art & Mary Davis, Dan & Kathy Perry, Kenneth & Mary Zalaskus, Houston & Diane Flowers, John Rider, Michael & Susan Cohen, Amir Khadir, and William & Teresa Coleman

The meeting was called to order at 12:15 PM by President Clyde Dewitt.

The procedure of this meeting will be the same as the last Annual Meeting, therefore it will be recorded to enable the Secretary type the minutes accurately. Please speak into the microphone so it can be properly recorded.

Because this is a special meeting, the approval of the minutes of the Annual Meeting are waived, the reports of officers and reports of the committees will be waived. The only business to be discussed will be that which was presented by the members of the Association who called this meeting.

1. Reading of the Parliamentarian's opinion:

Clyde stated that this question was asked and answered at the last meeting and he asked that the reading of the opinion be suspended at the present time. . Mary Diggins, Lot 5, asked for the opinion letter to be read again. Steve Thompson, Lot 68, responded that the document was read in its entirety at the last meeting by a Parliamentarian that was not employed by this Association and has no standing before this Association. The document was handed out so everyone could take it home to read. He stated that he did not see any point in monopolizing the meeting for 45 minutes. .

Mary Diggins, Lot 5, stated that all the proxy statements that we hold are invalid because 1) they were not sent out when we called the Special Meeting and 2) they were made out to Michael Beidler. They need to be designated to the Secretary according to Robert's Rules of Order page 114.

POINT OF ORDER:

Clyde responded that it states that the proxies were to be sent to the Secretary for the purpose of recording. Proxies may be designated to anyone that they wish. Mrs. Diggins read the rule from Robert's Rules of Order.

Mr. Szaszdi, Lot 73, called for the question.

The documents state whom is to be designated.

Mary Diggins, Lot 5, made reference to Article 2, Section 6.

Mr. Szaszdi, Lot 73, stated that the Secretary records the designation and it means that he does not necessarily designate the Secretary to cast his vote.

POINT OF ORDER

Joe Vacchio, Lot 93, stated that Robert's Rules state that the Parliamentarian is required to be appointed by the President of the Association, to assist in governing as it related to the Board. This Parliamentarian was not recognized by the Board or the President or appointed by the President. The issue is out of order. **Mr. Vacchio**

motioned to postpone the reading of the Parliamentary Opinion letter indefinitely. Motion was seconded by Mt. Thompson, Lot 68.

Mary Diggins ,Lot 5, responded that the Parliamentarian may not have been hired by the Board ...

CALL TO ORDER Clyde responded that there is a disciplinary procedure in Robert's Rules of Order and it will be utilized in this meeting. Mrs. Diggins was given a warning and she will be asked to leave the meeting if she continues to disrupt. Are there any questions regarding this?

There is a motion on the floor and it has been seconded.

The floor was open for discussion.

Mr. Szaszdi, Lot 73, yielded his time to Mrs. Diggins. Mrs. Diggins responded that even though the Parliamentarian was not approved or hired by the Board, this Parliamentarian is one of the top in the Country. She came to the last meeting and wrote this Parliamentary Opinion to be used in court. We are trying to avoid court by having this Special Meeting. Some people may not have had the opportunity to hear it if you were not at the last meeting. Mrs. Diggins was also going to go through and cite Robert's Rules as it applies to the Opinion itself. That's fine – you can hear it in court.

Mr. Szaszdi, Lot 73 called the question. This was seconded by Leslie Olson, Lot 9. All those in favor, raise your cards.

POINT OF ORDER – Mary Diggins, Lot 5, your proxies are invalid.

Those opposed were asked to raise their cards.

POINT OF ORDER – Mary Diggins, Lot 5, you can't use the proxies.

In favor	24
Opposed	10
Abstained	4

POINT OF ORDER

Mary Diggins, Lot 5, - proxies are invalid.

Motion **PASSED**.

2. Removal of Improperly Elected Board.

Joe Vacchio, Lot 93, stated he would like to rise for the consideration of the question. He stated that he brought this point of order up at the last meeting, in order to rescind the vote you must have been present when the original vote was taken and you voted in favor of that vote in order to bring the rescinding vote back into play. In his opinion we do not have the right to rescind the vote. There is no consideration of the question, it does not need a second and can be voted on now.

Craig Diggins, Lot 5, we are not here to try to vote anybody out off the Board, we are not going to try to beat you at your own game, considering the deck is stacked in your favor. This would be considered in a card game, cheaters. We are not going to use your changes to the By Laws against you. What we want to do is point out everything you have done wrong to make you resign. We want you to step down voluntarily. You volunteered for a job you know nothing about. You said so yourself. You don't know Parliamentary law and you don't plan on knowing it. That is a ridiculous statement. If you volunteer for a job, you at least have to know the job. You volunteer for a job that says that Robert's Rules of Parliamentary Law must be followed, but you don't know anything about it and you are not willing to learn anything. If you are not willing to learn, you need to step down, get back in your box and let someone else take over.

CALL FOR ORDER OF THE DAY– Leslie Olson, Lot 9.

That is what we are here for. We are not going to use your changes against you. We just want to point out what you have done wrong and hope you resign.

Amadeus Szaszdi, Lot 73, he stated that he is here today because we need to allow a little more time to explain what their position is before we go before a West Virginia court. The first thing you would have to prove to a West Virginia court judge is how you were damaged. These people around here are very concerned about that. If you can show some dollar damages then they will listen to you. He is not here for that. This is not the reason he is standing here. He is hoping that we do not have a pattern that for every issue that comes up, Joe will stand up to debate the issue. Joe replied that that was not his intent. Mr. Szaszdi continued by saying that this particular issue regarding the elected officials, his understanding that you folks recognize that there are some issues with the second election in April of last year. The issue is do they have the power to permanently reduce the size of quorums.

Clyde clarified the issue. The first meeting was conducted in March. There was not a quorum present. A second meeting was called immediately following by the past President of the Board. That meeting was called for the 29th of April. That meeting, in accordance with our By Laws and Restrictive Covenants, did not have a quorum. If there was no quorum at that meeting, at a subsequent meeting you are only required to have 50% of the previous quorum requirement. The previous quorum requirement was 51% of the Lot Owners. The second meeting only required 50% of that or 31%. There was 31% of the Lot Owners represented at that April meeting.

Mr. Szaszdi asked if at that meeting was there a vote for a change in the By Laws permanently reducing the quorum size? Clyde replied “Yes”. Mr. Szaszdi if Clyde considers this to be the current set of By Laws. Clyde replied “Yes” and that the attorney advised that it was a good idea to have a number in that. It was recommended at the last meeting, but was not voted on. It will come up again at the next Annual Meeting.

Mr. Szaszdi stated that we should recognize the Board as dually consecrated. He did object to any sort of issue that addresses ownership rights being put into effect by less than the majority of all owners.

Clyde responded that according to the By Laws – Elections – Article 5, Section 1, ... they shall be elected by the majority vote of the lots represented at the Annual meeting of the Association. This Board was elected by a majority of the voters represented at an Annual meeting – the April, 2006

Mary Diggins, Lot 5, interjected.

Clyde continued that Steve Zabriskie made a motion that the Board be elected by acclamation. Moni Dey seconded the motion. It was not an acclamation vote. It was a voted election. The vote count was 32 – yes, 0 – nay, 1 – abstain. The motion was passed and the above officers were elected.

Mary Diggins, Lot 5, stated that the motion was passed by acclamation, there was no actual vote according to the minutes. You cannot vote by acclamation. She stated the reason why. Mrs. Digging referred back to the Parliamentary Letter and it was advised that our By Laws need to be reworded. We asked her about the point about acclamation. What exactly this was. The Parliamentarian stated that our By Laws do not require a ballot vote. The R R page 428 was read. Our By Laws require only a majority vote. A majority vote needs to be counted. Election by acclamation is not a counted vote. If you refer to pages 427 and 428 (this was read) Our By Laws require a majority vote. A majority vote is a counted vote. Only the motion was passed, not the counted vote. It was not a vote.

POINT OF ORDER –

Greg Ayers, Lot 45, we seem to be allotting more than the normal three minutes per individual speaker which we have used in our Annual meeting. Also, we have another motion on the floor that we are not addressing. He requested that we address the motion and restrict the speakers to the normal three minutes.

Leo Kupper, Lot 12, had a question. Just for a procedural thing, the discussion is was the April of 2006 meeting a valid election. We did have another election that occurred in March, 2007. The question would be at that point are all the Board positions being questioned or since the President and the Secretary were reelected at the March 2007

meeting, is it just the other three positions of Vice President, Treasurer, and Member At Large. It seemed to him that the election that occurred in March 2007 was a valid election.

Clyde stated that a question was asked whether of not the election of April was a valid election and since there was an election in March 2007, and the President and Secretary were reelected, does that only question the validity of the Vice President, Treasurer, and Member at Large. The Board's contention is that the election in April 2006 was a proper election. If it was not a proper election, it had to be acted upon at that time. The correction must have been made at that meeting and corrected. Our attorney has stated that we have served for a full year and you condoned our behavior at the last meeting and generally was in agreement with us with the things that we said and did. Therefore the Board is correct and the Board is properly elected. Is there a question?

Joe Vacchio, Lot 93, stated that there was a motion on the floor for consideration of objection to the question which would remove it from the agenda. That is where we are at.

Clyde stated that there is a motion on the floor; it does not require a second, a motion that this item be removed from the agenda.

Mary Diggins, Lot 5, wanted to ask a question. Is this what is going to happen to each and every item? There was a discussion between Joe Vacchio and the Diggins.

CALL TO ORDER –

Clyde stated you need to ask for the floor from the President. You do not take the floor from Mr. Vacchio. This is your second warning Mr. Diggins.

Mr. Vacchio had a question. He stated that it was not his intention to rise to object to each one of the agenda items. You have a voice and one of the things he also believed was that everyone else in the room also has a voice. There are certain things on the agenda and the manner which you have presented them that violates the rights of everybody in this room. Roberts Rules state specifically that a Special meeting is required to be of an urgent nature. There is no urgency here. The majority of the things on the agenda were addressed at the last meeting.

Clyde asked if there was any other discussion.

Dan Perry, Lot 61, stated that we are not trying to vote you guys out. What he was ticked off about was the letter he received about having a trailer and the way that it came across. They appeared to be aggressive in their letter in the way that they came across. There were so many days for him to move his trailer or a lien would be placed on his property. How can you not be mad about that? You could have just talked to me.

CALL TO ORDER PLEASE

Clyde stated that this is an agenda item that will be addressed at a later time. There is a motion on the floor for consideration of removal of this item from the agenda. All in favor signify by showing your cards.

Yea – 31, Opposed – 8, Abstained – 7 The item is removed from the agenda.

3. Improper changes and additions to the By Laws.

Scott Schaffer, Lot 34, stated that he and his wife did attend the April 2006 meeting and at that meeting, according to the minutes, the Board had voted to make By Law changes and he was not aware that the changes that the Association voted on at that April 2006 meeting, those By Laws were not circulated to the entire membership in advance of the meeting – is that required? It is sort of prudent that when we vote on the By Laws, that they get proper circulation among the membership. On his condo association, it is his understanding that amendments to the By Laws need to be circulated to the entire membership and that the majority vote of the entire membership is needed to make changes to the By Laws. To the best of his knowledge, that did not happen.

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Clyde responded that the point was not well taken.

Debbie Schaffer, Lot 34, stated that the proposals brought up at that meeting were not to be voted on, things that were to be voted on at that meeting were the wording that needed to be refined so that when it was sent out to the lot owners prior to this annual meeting. That did not happen and we found out in the December newsletter that the proposed wording actually became an amendment. Amendments are part of the By Laws; she found that if she was not at that meeting and didn't hear it, she did not have any ability to vote. She did not have the right to vote at all at that meeting if she did not know that these changes were being made. They were never sent out prior to the meeting and she does not get on Yahoo. As far as she knew nothing was given out, actually nothing was handed out at the meeting until exactly the time of the meeting.

POINT OF ORDER

Leslie Olson, Lot 9, stated that the changes did not come from the Board; the changes were presented by an individual lot owner.

Clyde reiterated that the changes did not come from the Board, but from an individual lot owner who presented those items. That is correct. That lot owner happened to be an outgoing Board member. It was presented as an individual, not as a member of the Board, or acting for the Board.

Clyde referred to the By Laws, Article 13, Section 1 – amendments to the By Laws may be proposed ...

Amadeus Szaszdi, Lot 73, asked for the definition of "proposed." Clyde responded that amendments can be brought before the floor, they may be proposed. "can be presented to", "can be given to".

Mr. Szaszdi stated that that does not include "enactment."

POINT OF ORDER

Mary Diggins, Lot 5, - read Roberts Rules, page 116 regarding previous notice. You cannot propose something and vote on it at the same meeting. We told you that before and we are telling you again this time.

Sherrie Zabriskie, Lot 58, - speaking as a lot owner and not as a member of the Board. This was just as much a surprise to the Board members at that meeting as everyone here. None of us knew that this was coming. **She wanted to make a motion that we start over again with these amendments and present them in more detail and in a proper fashion at the next annual meeting.** This motion was seconded by several members from the floor.

Clyde stated the motion that these amendments be set aside and be resubmitted in the proper fashion at the next annual meeting. Is there any discussion?

Joe Vacchio, Lot 93, stated as it relates to the By Laws, he happened to be in agreement with all of you as it relates to the By Laws. There is such ambiguity in the By Laws. There are issues there that allow certain things to occur that may or not be correct. He thought that one of the things that needed to be undertaken as it relates to these By Laws is they need to be rewritten completely to represent everybody. One recommendation he would like to make is that at some point in time between now and the next annual meeting the President has the authority to appoint a By Law Committee to review these and rewrite things so it represents everybody appropriately and correctly.

Craig Diggins, Lot 5, I thought the majority of the people here don't understand how the By Laws are amended. To amend By Laws, it takes two votes. One is on the actual proposal which takes the majority of the lots represented. Once that passes you have to send out the notice with the exact wording. Then at the next meeting, whether a special meeting or the following annual meeting, then you take the vote on the actual amendment. This requires 2/3 – none of that happened in the first meeting, regardless of if you guys were on the Board then or not. If the previous Board did something that they weren't supposed to, you have an obligation to correct it. You can't just say "that wasn't us, we are going to let what they did stand even you know in your hear that it is wrong. That is violating people's rights.

Sherrie Zabriskie, Lot 58, responded that is why she made that motion.

POINT OF ORDER

Mary Diggins, Lot 5, had a question for Mr. Beidler. In the Board meeting minutes of October 8, 2006, it says Michael Beidler was to file and retype the By Laws with the County. Were they filed? If so, when and where? Michael replied “no.” Mr. Diggins states that was a lie. Mrs. Diggins stated that this was inaccurate. The minutes that were approved for October 8, 2006 and were approved in December. It says “Michael Beidler said the retyped By Laws were filed with the County.” Were they filed with the County?

Clyde stated that there was a motion on the floor.

Greg Ayers, Lot 45, called the question.

The motion is that we start over with the amendments from the April 2006 meeting and present them in more detail and in a proper fashion at the next annual meeting.

Clyde asked for a show of cards for an affirmative vote. 35

All opposed to the motion, signify by showing your cards – 2

All abstaining, signify by showing your cards – 6

Motion **PASSED**

4. Harassment Letters for Non-enforceable Complaints regarding the following:

a. Sheds and Outbuildings

Art Davis, Lot 82, the statement that was made earlier about the impact of the letter, he and his wife received a letter and took great umbrage to. It's a very short letter. It says that ... found you in violation of Article 8 in the Declarations. He went to that and it has to do with residences. He does not have a residence – he has a travel trailer. The letter stated that if he didn't move the trailer, they would put a lien on his property. That pissed him off. It really did. He has never had a lien on his property. That puts a cloud over the value of his property. You cannot sell your property with a lien on the property. He showed the letter and the Covenants to his legal staff. They laughed. They said this was just patently foolish. There is no requirement in the Covenants whatsoever to remove the trailer any time, let alone during the month of January. At that time he called the Hunter Company, along with several others. They have properly clammed up and are not participating in this discussion any more. Before they did that, they told us to totally disregard this letter. As far as the Hunter Company was concerned, the letter was totally invalid. A lien could not be put on the property and the trailer did not have to be removed. People who are saying that the salesman told them that trailers have to be removed during the month of January – the salesmen will tell you anything. What is in writing is what counts. What he signed says nothing about removing his trailer. He then went out and hired a lawyer. This is where he could show damages. He paid for an attorney who sent the Association attorney a letter. Mr. Davis' attorney stated that there is no requirement to remove the trailer and the Board could not put a lien on his property. Mr. Davis was still mad. There was no reason to do that. He has had no communication from the Board. They seem to be sticking to this position. They have apparently terminated the services of the attorney who sent these letters. They have a new attorney who says sheds are ok, but trailers aren't. He recognizes that the Board paid for that opinion. He has been in meetings in his business where you get an attorney and you say let's negotiate internally on this - argue about the sheds, but I am going to stick with the trailers. Somebody is running a bluff here and they are running it at his expense. He thinks that one of the things that members need to decide is how much time and money the Association wants to spend on legal fees. He has a whole fleet of lawyers that told him it is not worth the paper it is written on. If the Board is going to continue to insist that they are going to put a lien on his property he will have to take it to court. He will not have a choice. That is where he stands for now. He is disappointed.

Craig Diggins, Lot 5, he wanted to talk about his pavilion and shed for a second. Who would be responsible if I took my pavilion down, took his shed down? \$4,000.00 down the drain and come to find out two months later, whoops – that was a misinterpretation. Who is going to be responsible for the money that he lost because he had to pull his stuff down because of a misinterpretation? The lawyer? Or the Board? He felt that the Board went to the lawyer and put the lawyer up to it, not the other way around. He did not think it was the attorney's misinterpretation.

Scott Schaffer, Lot 34, read the letter that he received from the attorney. He clarified that he only had one shed on his property. He received a letter from his salesman who stated that there is no mention of outbuildings. The only reference is a shed for the maintenance of animals. The misinterpretation is that paragraph refers to the maintenance of animals. Debbie Shaffer stated that they did have to hire a lawyer also. Her husband is in finance and while looking for a job, it would look bad for him if there were a lien on his property. It could have a financial burden on them and they would not be able to get a loan. Scott stated that they planned to retire in River Ridge. He would like to buy a travel trailer or a motor home and park it on his lot. He does not see anywhere in the covenants where it says that a travel trailer or any piece of equipment like that needs to be removed from River Ridge.

Bill Coleman, Lot 100, this is something that he and his wife are sorry to see the anger that has been created in the homeowners association and would like to see something put together to where we can work this out and he understands how Lot 5 and the other lots felt to get a letter like that. He would have felt exactly the same way. That is not the way I would treat my neighbor and we need to decide as a homeowners association how we are going to deal with this. It is going to take all of us to agree on something or we are all going to spend out money in court. He has no desire to go to court. He came to River Ridge to live back in the country on a nice lot, build a home and enjoy it with his family. Everyone he has met here have been nice people. The two meetings and the little bit of time he has attended he has a whole bunch of people at each other's throats, ready to pull each other's hair out. He did not think it was the nature of the people in this room at this time. He would like to see something come out of this where we can make some kind of decision, how we are going to do the enforcements, and come to sort kind of determination how that is going to be done, and then go foreword with it from here and put the rest of this behind us. If it continues the way it is, nothing will ever be done, nothing will ever change. He has no concerns about any of the By Laws ever being changed because there aren't enough of you that can agree to do it. When he bought his lot, he looked at the Covenants and they were very unrestricted and he liked that. That is the way he would like to see it stay.

Mary Zalaskus, Lot 29, she received a letter regarding the ATV use. She is the first to say that sometimes her boys go out on their ATVs and there was one time when they were stopped and spoken to regarding their ATV use on the main road. She is fully supportive of this – they should not be on the main road and they have never been since. We got a letter stating that there have been some complaints. She believed they were not on the main road, but were on a side road that goes along her property line. It is split between her property and the property of her neighbors. They are allowed to ride along that road. If there were continual complaints and they were constantly out on the road it would be one thing, but if there is a lien placed on her property because of that – that is wrong. We would never be able to fill out a loan application again. We pay our bills on time. We bought the property so her husband could go out there with their boys and show them what nature is. They are allowed to go out there when they can. We enjoy our kids and it really made us angry to think that somebody wanted to put a stop to that. We are not hurting anyone, we are clean people who take care of what we own, what we bring up we take care of. We don't bother anybody. We hope that people who are up there all the time can watch our property when we are not there. We don't feel like we have that now, we have to go up there all the time now to keep an eye on our own property. It bothers her. She feels like she has to protect everything she has now, she can't let everyone see it. We had to put a gate up because she knew people were going down her private road. No one else has the right to use that road. There is even talk of using that road to get to the property that the hunt club uses and that is not going to ever happen. She had to protect, she cannot share, she does not want to get to know anybody because she felt like it was just a big fight and she did not want that to happen. We can all get along.

John Rider, Lot 46, he is not in violation of anything. He is just a lot owner. He wanted to express his own view of what is going on. He thought that when many of you got the letters from the Diggins, they were kind of annoying. When you start looking at what they were saying, they were expressing pain. They were expressing the fact that they had been violated. There were other people too. He had to look at the purpose of the Board. The Board is elected to lead and channel our efforts for the common good. He looked at the letters and saw division and it was at the instigation of the Board. The very first warning was a stern letter from a lawyer. He did not see a folksy type of approach to sit down and talk about it. He saw threatening aggravation. The reaction was understandable. He sees the Board defending its action, he didn't see an apology for the action that was taken. He did not see a failure to

admit wrong, he saw a failure to manage this crisis. He saw a failure to meet with the complainant to address their needs. Why is this thing being brought to this group? The Board should have met with the complainant, address the issue and we should not be sitting here wasting our time. He sees this outrage even after a period of a year. He was outraged at the last Board meeting when one of the Board members made a mockery of one of the complainants. The Board should bring harmony and cohesiveness, not ridicule and not division. This is a retirement recreation community with common interests, but it has turned into something much different.

Kelly Williams, Lot 38, there are a lot of people here who should be running for the Board instead of talking about “the Board should be doing ...” He thought it was unbelievable how many people want to talk about the Board should do this... and the Board should do that ... Most of those people do not even come to the meetings and when they do, they are not running for the Board to see what this takes and he thought it was unrealistic for people to sit around saying the Board should do this, they sent out letters, they didn’t do that. He thought it was crazy. These people are trying their best to run this community, to take care of it, and all they get is flak. He didn’t think anyone would ever run for the Board if this kind of stuff goes on. We are in trouble here. He would like to address one more thing about this trailer issue. The documents, the Covenants, everyone is going to agree there is a thing about no trailers or mobile homes in River Ridge. If a camper can be there, no matter what size it is, or how many that you have, then it’s a trailer and a mobile home. It’s never asked to be moved. If it doesn’t have a foundation, a permanent foundation, and it has electricity hooked up to it, he did not understand aesthetically what the difference it is between that camper and a mobile home. He did not sign up to live in a trailer park. Maybe some people did thinking that they could put their 40 foot long camper. He does not have any problem with camping. There is no way that a Board can say you have several camper trailers on your lot and they need to be removed in January – how can you say there is a difference between a trailer and a mobile home. He urges everyone to drive around other developments and look at those developments where there aren’t any rules about camper trailers and you are going to see that if you let one person do it, never have to move them, the next person can have ten of them. He did not understand how you can control it. The Board has no way of controlling it those campers are not there all the time, then why is it not just a mobile home. Why do we have a covenant about mobile homes and trailers if that is the intention?

Christine Liu, Lot 46, said she is going to take a different approach. Many of us have very stressful jobs up around Washington, DC. She and her husband wanted to go out and look for a place in the woods that they could enjoy. They were looking forward to retirement. Every other weekend they come up here. They look forward to meeting people from the other lots. Do we know each other’s names? Do we ever have a gathering? For the past several months she did not enjoy coming here. She has two points to make to you. One is she used to love to come up, plant daffodils, and walk around. Second, we need to work together to come up with some way to work harmoniously. Everybody has to fight each other – why do we have to do it here?

Clyde stated that he agreed that we should not have to have meetings like this where we sit here and create animosity with each other. We have a new lawyer. His opinion now is that sheds are ok, as long as they are used for the storage of personal property. ATVs can’t be ridden on the roads. This is a safety issue. If a child gets on an ATV and they are riding, their first reaction is how fast can I get this thing going? How high can I get it over the next little hill? If they take it over the next little hill and there happens to be a dump truck coming, the dump truck is going to win. The other thing is, trailers – no. They can’t be here in January. There is a specific reason that this was put in there. This was so that the trailers would always remain operable and could be moved if they had to be moved. This was the lawyer’s interpretation. Clyde stated that letters of explanation would be going out to those who received letters from the other attorney. Clyde said he would like to propose that a procedure be established that this Board would use in the event of future complaints. If a complaint is received, it cannot be an anonymous complaint; a member of the Board would verbally approach the alleged violator and ask if there was in fact a complaint. They would see if something was wrong. They would see if that complaint could be worked out between the person making the complaint and the alleged violator. They would see if they could resolve that issue at that level. If it can’t be done that way, then the Board would investigate the allegation to see if there was a true violation. The Board would then meet and discuss this violation. They would decide if this is a fight they want to take or it is not worth fighting over. If a fight were to be taken, then the alleged violator would receive a letter from the Board stating there is an alleged violation, please resolve this or if you have concerns come talk to the Board. If it wasn’t corrected, then there would be a letter coming from the attorney. If it still wasn’t corrected then other actions would have to be taken. That is what Clyde proposed that we do in the future. We have also developed a “Violation Form” - it will be posted on the web site – if someone has a complaint, they can fill this out. It will come to the Board. The Board would take action.

Steve Thompson, Lot 68, He took note of what Mr. Rider and Mr. Coleman has to say. This has gotten overblown. He thinks of himself as a reasonable guy. He said he should be at Little League practice right now rather than be here dealing with this kind of stuff. The reason we are dealing with this kind of stuff is because 13 lot owners asked that it be dealt with at this time and at this place. That is their prerogative, the Board observed that. I would like to address the 13 lot owners. You may think that everyone is working your issue up here; you may think we are all allies – you're not. He knows a little bit about travel trailers. He helped one guy find an electrician to hook up to his. He could think a half a dozen ways to deal with travel trailers. There are ways to deal with them and their effect on property values. In a reasonable organization, you can do that. The reason no one, including him, is working the issues on these is because of your issues. Your issues are unapproved expenditure by the Board, removal of the improperly elected Board, denial access to corporate business records, running a B & B in his spare time, no amendments allowed to the Covenants, locks on gates. These are the issues. The 13 lot owners whose names are on here, those are the issues that you are presenting to your neighbors. He would rather be at the Little League practice, than be here right now. If you want us to talk about trailers, then stand up right now and tell the Secretary that you want to take these items off the agenda and we will talk about trailers. Maybe we can do something about them. You are going to take the rest of this garbage off, so we can do it.

"Boo" from Craig Diggins.

CALL TO ORDER – please do not do that and disrupt this meeting again.

Frank Szaszdi, Lot 73 – I am rising to support the Board and the question arose about their motivation. The way the documents are written, they have a fiduciary responsibility to carry out the provisions of the documents. If they don't do what the documents say they must, they are subject to lawsuit for not doing something. They are between a rock and a hard place. The President has proposed some changes in the procedure and he is proposing it to all of us, the owners. He thought it was a very wise thing. To encourage that, he proposed a motion: **Until such time as the membership has adopted new procedures of enforcement, that no money be spent by this Board on anything having to do with enforcement.** The motion was seconded by Dan Perry – Lot 61.

Michael Beidler asked if you are taking to vote that the Board should not enforce the By Laws and Restrictive Covenants? Mr. Szaszdi replied that you could enforce the By Laws by visiting with the owners, you can take 39 cents out of your pocket and pay for the stamp, you can do anything you'd like, but do not spend my money to enforce anything until you hear from me what it is I want you to enforce.

Michael asked for clarification – if someone makes a written complaint for shooting fireworks off on their lot and that is not allowed by law. You expect the Board to do something about it. Mr. Szaszdi stated he did not include the cost of a telephone call in this unless you have Board telephone. Does the Board have a telephone? No. Do you reimburse yourselves for calling each other? No. Michael stated if there is a clear violation of the By Laws, what then? Mr. Szaszdi responded if there is a clear violation of the By Laws, you can write them a letter, mails it to them. You do not have an attorney file a lien, none of those things. If it turns out that it necessary because people are scofflaws, then you contact us by whatever means. Michael asked for further clarification – one of the things you do as a Board member is you don't make assumptions. If there is a question, you find someone who has expertise on that particular issue, that advises you with a defensible position. All of the actions that the Board has taken have been under advisement. Whether the Board was overzealous in sending letters out or whatever. He acknowledged that these items are interpretable so the Board has to go to someone who can create a defensible position. That is why the Association has an attorney. The attorney is the person who is going to have to go to court when property owners disagree about something. The Board is not going to go to court to make the decisions. Someone has to represent the Board and the Association in that event and they have to make that call. Use the ATVs on the road as an example. Then what? The Board doesn't have the authorization to send a letter from an attorney saying cease and desist, because if a child gets injured on the road and they sue the Association for not enforcing the By Laws, then what? The Association has a liability.

Mr. Szaszdi replied that there is enough uncertainty among the lot owners about what to enforce, he is trying to relieve the Board of the pressure of making an enforcement decision.

William Berg – Lot 39 & 6 – this is the first time he had spoken about this although he has mentally thought about it. He received one of the letters and

Mr. DeWitt stated that there is a motion on the floor and we need to discuss that motion. Mr. Berg said he would speak at another time.

Joe Vacchio – Lot 93 – stated that he understood the motion but it could not be legally binding. You can't take the power of the Board away from seeking guidance from an attorney. By removing the ability to respond and seek guidance, whether it be from an attorney or somebody else, think about what can be set up on a lot next to you. What about the guy next to you setting up a hazardous materials dump and these people have no recourse to address that? That is what you are saying.

Mr. Szaszdi stated that they have recourse to come to the lot owners. If they are in such a bind that they cannot perform in the kind of scenario that you are describing, he was certain that by write in vote or whatever, that the lot owners would probably rescind this. This is intended to be temporary. It is to put pressure upon us to decide what it is we want to enforce.

Mr. Vacchio asked for the motion to be reworded. Mr. Szaszdi reclarified: he thought the primary responsibility of the Board is the roads. The second responsibility is the roads, and the third responsibility is the roads. If you have a problem with somebody putting something on their lot, in violation of our Covenants, there is nothing that says that you can't complain personally. You can go and seek assistance from an attorney. You can seek assistance from the courts. There are a lot of things that you can do. All he is calling for is a peace. A suspension of the responsibility. The Board is feeling very responsible as he said in his opening statement. It is their right. They have a fiduciary responsibility. If we have a majority of property owners in agreement with his motion, they would be relieved of pressure. They would be relieved of that responsibility for a time so they can concentrate on the roads. One of the reasons he brought this up was because at the last meeting he was very concerned. He heard that there was lots of money in reserves because we were given more money by Hunter. The reserve is still our money. It is not Hunter's money. If we spend it down on things that the majority of owners do not want it spent it down on, then when it becomes time to work on the roads we will be paying not \$200.00 a year, but \$300.00 a year.

Mr. Vacchio stated that you are taking the authority away from the Board and putting it on the property owners. He stated that the first responsibility is to everyone in this room. It is in direct relation to trying to maintain the value of the property of everybody in this room and the investment that everybody in this room made. Whether it deals specifically with the roads or it deals specifically with something in the Covenants. By removing the ability to address that, you are seriously saddling the individuals. He cited his experiences with other communities. You are taking the authority away from them. You are taking something away. By doing that, you are taking too much away.

Steve Thompson – Lot 68 – speaking to the motion, he believed the motion is out of order. The Association is charged by the Declaration of Covenants with enforcing the Covenants. The Board is charged by the By Laws with representing the Association in doing this. We can't, on a whim on day by a motion, take away from ourselves the power to have our Board do what the By Laws specify it can do. He suggested to the maker of the motion that he either amend it significantly or withdraw it because it isn't what it says here.

POINT OF ORDER

Joe Vacchio – Lot 93 – One of the things we voted on previously a little while ago, amendments to the By Laws require previous written notice and a 2/3 vote. What you are asking right now based on your motion to amend the By Law. It is taking an authority away from the Board.

Clyde responded that the point is well taken – if we don't have the money to do it, we can't do it.

Scott Schaffer – Lot 34 – he thought what the main thrust of the motion was to save money spent by the Board that otherwise could be used to maintain the roads. That has to be the number one priority of the Board. That has to do more than property values. We need to have the roads maintained. If you can't get in and out of the development you are not going to have any property values.

Leo Kupper – Lot 12 – looking at the motion, his interpretation at what we are looking at is where the Board is representing us and the important part is for us to look at the Board as a question, rather than looking at lawyers and come back to us as a membership. At the last meeting we took a non binding vote that said should we remove

trailers in January and it was a 50/50 vote. The membership is divided on that. His point is it is nice to go ahead in emergency situations. He did not think that trailers on properties in January are an emergency situation that we need to go ahead and spend lawyer's fees on. Something like that should be taken to the membership, let the membership decide because we all have a stake in this. His point is that things that we have questions about, the first step is rather than spending legal fees, take it to the membership and get the members interpretation and if we think it is a safety violation or illegal action or some other issue, then look at taking the issues up with a lawyer. The lawyer should be an act of last resort.

Rick Gallagher – Lot 23 – Thanked Mr. Szaszdi for the motion. He was looking for some property that did not have any restrictions on his land and if this motion passes and the Board does not have to enforce anything – he could do whatever he wanted.

Sherrie Zabriskie – Lot 58 – asked for a clarification – every time there is a violation and it doesn't work out between the complainer and the violator and the Board has contacted them and that doesn't work out, and it has to go further do we have to call a special meeting in order to hash out to the membership the results of this violation? If we have a special meeting, we have to rent this hall and we can't spend the money to do that.

Clyde responded that if we adopt and follow the procedures as he outlined them we pretty much eliminated the attorney fees. The Board will approach the alleged violator and ask them about the violation. Could the complaint and violator work it out together? The procedure is in place. If we do this entire procedure, we have pretty much eliminated any attorney cost. Granted, we did have costs before. We are trying to eliminate that. We are trying to get this worked out in such a way it is not going to become this great big contest of finger pointing.

Michael Beidler – Lot 17 – one of the things that is important in moving forward is that in speaking to the proposal – he did not think it was a good idea. It leaves the Board in a position that creates liability for the Association. If it is trailers, ATVs or other issues, a lot of good points have been raised. As a result, the Board has addressed those issues and a lot of good things have come out of this. We have not had such participation in meetings, ever. That is a result of the issues that you all have raised. If By Laws are going to get changed, they need to be as they are outlined, formatted, a language needs to be developed to be presented to the Association and it needs to be voted on. It is a two year process. That is the way to do it. If the sheds are an issue, that needs to be addressed that way. Currently there are rules and regulations in place that can be interpreted in a certain way and enforced. He did not think that anyone had a personal vendetta against anybody else. There is a matter of interpretation of how the By Laws have to be enforced. If people don't agree with that, that's ok. They can disagree with it, but there is a way to make the changes. He did not support the motion. There is a process that we have to go through and it should be done that way.

Mr. Szaszdi asked Michael if he interpreted the motion as an attack on the Board. Michael stated that he did not see it as an attack on the Board at all. His concern was that it has to be very clear how the Board is expected to enforce the By Laws in a way that does not create liability for the property owners. You are severely limiting the Board's ability to protect everyone interests.

Mr. Szaszdi stated that he was not including getting advice from an attorney under the motion. The motion was specifically for enforcement actions. He offered the motion to assist the Board in going through he pressure of having to clarify concepts that are not fully supported by property owners here. If there is some ambiguity, he was trying to give the Board a breather to concentrate on other things for awhile.

Michael responded that the Board has not been out to attack anybody. The Board sent out one round of letters and there may be some property owners who did not agree with the intent of that, but it was not meant to attack individuals. Everybody was treated the same. When the Board is notified of violations, we have a responsibility to act and we acted. We acted in good faith. Was it over zealous? Perhaps. Point to point contact should have been done first. We acknowledge that we made people angry. We agreed that procedures have to be in place. No one wants that kind of treatment anymore. You have been heard and that is one of the reasons why we are here.

POINT OF ORDER

Leslie Olson – Lot 9 – stated that the motion is inconsistent with the earlier proposal that changes were made to the By Laws without everyone being aware of what those changes were. It would be a step back to make that change.

Joe Vacchio – Lot 93 – asked what state the situation was in right now concerning the letters that went out. Are they being sued? Have there been liens placed on their property? Clyde responded that letters went out in October and no further action has been taken. Letters of explanation are still pending to go out. Mr. Vacchio thought that based on the way that the Covenants are written, you cannot vote on the Covenants as well. What you are asking to do is basically to do that. He suggested that every lot owner that received letters, meet with the Board and try to come to an agreement as opposed to taking the authority and power away from them.

Steve Thompson – Lot 68 – stated that one of the things that is in the Covenants , there is a provision that in the event of violations, the Association’s enforcement of any of the violations the costs of any expenses should be paid for by the violator as a part of any judgment. It is clear that the Association can seek a judgment or a remedy and can be laid upon the violator. It would be a mistake right now to tie up the hands of the Association on enforcing these Covenants. The Association needs to act, act quickly and needs action by its Board of Directors rather than waiting a year for an Annual meeting or convening a Special meeting. He didn’t think we could restrict the Board from taking actions that the By Laws and the Covenants say it needs to take. He asked the maker of the motion to consider amending the motion of consider his amendment which was to consider replacing the motion with one saying that the Board seek voluntary compliance to the Covenants prior to getting any enforcement action through the use of attorneys.

Mr. Szaszi stated that it sounded like he was asking for him to withdraw the motion. It is not appropriate to amend an amendment. He preferred to continue the motion.

CALL THE QUESTION - by Rick Gallagher, Lot 23

There is no more discussion and we will vote on the amendment as it was presented.

POINT OF ORDER – Leslie Olson – Lot 9.

This is a declaration violation.

The motion was reread: **Until such time as the membership has adopted new procedures of enforcement, that no money be spent by this Board on anything having to do with enforcement.**

Craig Diggins, Lot 5 – stated that there need to be a provision added if the President is the complainer.

Clyde stated that Mr. Diggins was out of order.

The vote was taken:

Yea	5
Opposed	33
Abstained	4

Motion did not pass.

William Berg – Lots 6 & 39 – stated he also got a letter, got mad, but didn’t call an attorney. He assumed the Board did not have bad intentions, did what they thought was best for everybody. We started a dialog, communicated, worked it out and things got better from that point on. We have to work together. We don’t have to make motions, we don’t have to change laws or change anything. Every issue that he has heard, he can come up with a fairly simple solution. Obviously we shouldn’t ride ATVs on the road. The best you can do is come to a compromise. The trailers are a common sense issue too. If you have something like that, that no one can see, then it shouldn’t be an issue. No one is going to look at every square inch of every lot to determine whether everything is as it should be. If something is sitting right next to the road, it’s an eyesore – come to that person and say could you move it back or plant some trees in front of it. Do something so it doesn’t bother us. As far as the property values going down, he didn’t see that happening. If anyone could prove to him that their property value went down because of the trailer, he will pay the difference. He does not intend to move somewhere else.

Art Davis – Lot 82 – stated that he liked the proposal made by the Board of the resolution of the problems between people. He does not know if that requires a motion or you can just do that. If it requires a motion, he so moved. If it doesn't require a motion, let's do it. Joe Vacchio stated that he didn't think it required a motion, but to just do it.

Question: Bill Coleman – Lot 100 – is there any written procedure at this point saying that if a violation is filed, it needs to be handled in a certain way? Clyde replied that there is a written form to follow and he was trying to establish a "how to" book that could be passed on to future Boards.

Mr. Szaszdi – Lot 73 – asked if the Board is authorized to adopt rules and regulations. Clyde replied that they are procedures. Mr. Szaszdi asked if they were binding unless they were reversed. Clyde replied that the procedure would be followed unless something dictates that the procedure be changed. Mr. Szaszdi asked what would happen if the new Board decided to change the procedure.

Mr. Davis made a motion: **What would be adopted by the membership would be the proposed process for dispute resolution as proposed by the Board with one change that change being that before anything would be allowed to go to court or an attorney that it be brought to the membership of the Association. Basically establishing an appeals process before it goes to an attorney or to court.**

Michael Beidler asked if as a part of that process, the Board needed an interpretation, would that be acceptable. Mr. Davis replied, Yes it would be acceptable.

POINT OF ORDER

Clyde stated that there was a motion on the floor, there was not a second. It is not appropriate to discuss the motion at this time.

Dan Perry – Lot 61 – seconded the motion.

The floor was opened for discussion.

Greg Ayres – Lot 45 – he thought it was a noble effort, but he also thought it would run afoul of the Privacy Act issues when you bring individuals before a Board, expose their issues without consent or even with their consent in a public forum. Before you even go there, you are going to have to consult an attorney to make sure you can do it.

Debbie Schaffer – Lot 34 – this has gone way too far. She is on a Board and when there is a violation of the Covenants, we don't go to a lawyer and send a letter to the person. As a Board member we give the courtesy of a letter to the member or homeowner. If the person doesn't correct something within a certain amount of time, that's when we send a second letter (certified) and then after that we start seeing an attorney. Until that, that is the proper way. It doesn't require attorney costs, it doesn't require anything. If something is clear, it is very clear. If anything is up for judgment on anybody's part, that would not be clear. In our case, it was not a clear violation. A sentence out of a paragraph referring to the sheltering of animals was used for the violation of our shed. That is an interpretation that was taken out of context. It went right to a lawyer. When she talked to Clyde, he said she needed to appeal it. They decided the best way to appeal it was to go to a lawyer. That took care of the problem. They have to have to authority to do what they need to do. The way that it was done, going directly to a lawyer, not to the lot owner, it was a very bad thing. We have nothing against you, and to get a letter like that without talking to any of us before, we felt that the friendship went down the door. We are up here like someone else said, she lives in Northern VA., she has an extremely stressful job, her husband worked from 8:30 AM until 11:00 PM just last night and they were still here this morning. They bought land to get away and to possibly retire here. They enjoyed camping on their land. They are not here to fight against anybody. She is part of a Board and she understood the pressures that the Board is going thru. She has been thru lawsuits with the Board she is on and it is not a pretty process. It is very stressful on the Board and it is very stressful on anyone that is involved. All they are asking for is that things be done in a more friendly way. Let's all just get along.

William Berg – Lot 6 & 39 – he felt that we have all learned a lot and he did not want to keep on going back to the same old thing, it's a done deal. We have all learned and need to move forward and not keep on talking about the same issues. He really thought things were going to change. A lot got accomplished here. We just need to clean the slate and start over. There is a whole new system for doing things now. The first thing we should do is talk to one

another; the second thing we should do is talk to the Board, the third thing we should do is fill out the Violation Report. This should be a last resort at that point in time. Why escalate it if we can work it out before it gets to a Violation Report. The fourth thing is to have the Board meet with the person about the violation and as a secondary last resort we bring it up in front of everybody.

Leslie Olson – Lot 9 – the purpose of the Report is to put on record that somebody actually had a problem and it's not meant to be an official document. It is a working form so it is clear on what one person is finding at fault about another lot owner activity. It is an administrative tool to keep things from being verbal which is what everyone has objected to in the past. There was no way to track back to see who initiated what.

Clyde stated that all the motion would do is to say is the Association agrees that this is the way that the Board should be acting. Clyde related the procedure as outlined on the Violation Report.

Mr. Szaszi asked if this was the policy of the Board right now. Yes, it was. There really wasn't a need for a motion. This procedure would continue beyond the present Board, until such time as they say they have a better way.

Craig Diggins, Lot 5 – asked for clarification that there would no longer be any complaints coming directly from the Board, the Board would only act if a neighbor was complaining against neighbor. In his case, the Board made the complaint. Clyde replied the Board did not make the complaint. Mr. Diggins asked who made the complaint about his pavilion. He said he had a right to know. Clyde said he was attempting to establish procedures that will happen in the future, not what happened in the past. Mr. Diggins stated he had a right to know, that is why he wanted to see the business records and he was denied. Mr. Diggins stated the question had not been answered; would a complaint be made by a neighbor or would the complaint come from the Board. Clyde replied that a lot owner would make a complaint. The lot owner would be the complainer, not the Board officially. If a lot owner happens to be on the Board, then the lot owner will still make the complaint.

Joe Vacchio – Lot 93 – said he had two things to address. As far as releasing names and lot numbers of individuals who filed complaints, the manner which this has transpired, etc., he had a problem with that. He did not want to get nasty e mails or have to change his phone number. As long as it remains civil, fine. This is not the way this has transpired. Until things settle down, he objected to releasing the name. In specific courts a complainer would go to an authoritative agency or a magistrate. That magistrate would issue a warrant, so to speak towards the violation. They represent the complainer. Until things settle down, he objected personally. His second point is he called the question.

Clyde called the question for the motion.

All in favor	-	34
All opposed	-	2
Abstained	-	6

Motion PASSED.

Steve Thompson – Lot 68 – **made a motion to adjourn.** Clyde responded that the motion was out of order; there was still business to discuss.

Joe Vacchio – 93 – stated that a motion was made and had to be addressed.

There was no second, none was required.

All in favor	-	5
All opposed	-	26
Abstained	-	6

Motion was defeated.

Mary Diggins – Lot 5 – stated that she wanted to speak about the harassment letters.

POINT OF ORDER

Joe Vacchio – Lot 93 – said that issue had already been addressed and answered. There was a now policy in place. We have already discussed that it was out of order in the manner it was originally done. It was time to move forward.

Mr. DeWitt stated that he would allow Mrs. Diggins to speak.

Mrs. Diggins stated that when she received the harassment letter from the Board..

POINT OF ORDER

Michael Beidler stated there was no harassment letters sent. There were letters sent by the Board Association attorney to address violations of the By Laws and Covenants. There was no harassment involved. It was a clear interpretation in the best interest of the Association.

Mrs. Diggins read her copy of the letter. She stated that the end of the letter did not list the Association's contact person, an address or a phone number. The only item listed was the attorney's address. She called the attorney and spoke with him. She told him that Article 8 refers to single family residences, not sheds. The attorney advised Mrs. Diggins that she needed to talk to the Association about that. Mrs. Diggins read Article 8 to the attorney.

CALL TO ORDER

Clyde stated that Mrs. Diggins had the floor.

Mrs. Diggins stated that she was given the contact numbers for Mr. DeWitt. She tried to contact him several times with no response. Finally she sent a certified letter. She received a response from Mr. DeWitt and Mrs. Diggins read that letter. Mrs. Diggins stated that she did contact Mr. DeWitt by certified letter and let him know that his instruction was incorrect. The issue of air space will be addressed later. She also stated that Mr. DeWitt never cited the West Virginia law in which a lien can be placed. There is no West Virginia law, she has researched it. She stated that there are lies in the letter, Mr. DeWitt is lying. She stated that she had never met Mr. DeWitt. As far as to when she was notified that Mr. DeWitt had taken office as President. She surveyed other lot owners and the first time anyone had been notified was in December in the newsletter. In January, she received an e mail from Mr. Beidler asking to meet to discuss the letter from the attorney. The interpretation and how the Board would address these issues would be discussed at the Annual meeting in March. She was still upset – at no time has she received an apology letter or response. None of the lot owners who received threatening letters have received a response. Their attorneys did not receive a response. She stated that they had to go to the extreme of calling a Special meeting. It is extreme, but people need to understand what extreme they went to and they (Board) forces them to go to the extreme on the opposite end. Mrs. Diggins stated that she had a letter from Shannon Brown.

POINT OF ORDER

Dan Lender – Lot 32 – asked just what the Diggins wanted. Mrs. Diggins responded that they wanted a letter from the Board – it should have come many months ago. She should not have to spend her own personal money and funds to go out and try to unite the mountain and inform them on the violation. She wanted a personal apology from Mr. and Mrs. DeWitt because they know for a fact that they have never met her. We are wondering if they still want the pavilion and shed be removed. It was stated that they live in the pavilion. They had a tent on their property.

CALL TO ORDER

Clyde stated that Mrs. Diggins had the floor.

Craig Diggins – Lot 5 – asked when Clyde and his wife came to their lot. Was it the first six months. Clyde needed to answer that question. Mr. Diggins stated he has an additional comment once the question was answered. The pavilion was not built until after the first six months after be bought the property. The shed was not even built until last summer. How could he be living in it when it was not even built? Mr. Diggins stated that when Mr. DeWitt came and met him on his lot, none of that was there. Mr. Diggins asked when exactly Mr. DeWitt came to his lot.

CALL TO ORDER

Clyde told Mr. Diggins that this was his final warning; he was to address this assembly and the Association in a polite and respectful manner.

Mrs. Diggins responded that Mr. DeWitt has not been polite and respectful to anyone who had received the letters. The last question that was asked at the Annual meeting was they were all waiting for an apology letter – several lot owners. It never came. As a matter of fact, the Board ignored us entirely, they did not respond at all. That's worse than a response.

Clyde stated that letters would be mailed after other more pressing business is completed as soon as this meeting is over. He said earlier that he hoped to get those letters mailed out next week or the week following at the very latest.

Annette Gildea – Lot 54 – stated she is also on a Board of Directors of another Association in DC and she understood the pain and feels the pressure. She also understood the pain of the Diggins. She did not receive a letter, but had she received a letter such as the others received, she would have been very upset. What it has come down to is a personal issue between the DeWitts and the Diggins and the fact that Mr. DeWitt is the President of the Association that makes it everybody else's problem too. She made the suggestion that somehow this be taken off line. She can appreciate that there is no answer yet as to whether this is still an active violation that needs to be addressed. What is the next step? As far as the personal business and an apology, you don't have to like everybody around you – that is just life. She added again that the personal issue be taken off line and the legal issue should be addressed here. Leave all the rest out of here.

Clyde stated that he would address these issues:

The sheds are not an issue – they are ok, you can have your pavilion, you can have your shed.
ATVs are an issue if they are on the primary roads of the subdivision of the Association.
The trailers are still an issue.

Letters will be sent explaining this to you with an apology. Hopefully this can be done next week. Mr. Diggins asked if Clyde will answer the question about when he came to his lot. Clyde responded that he would address this personally after the meeting. Mr. Diggins responded that he would not talk to him personally. He wanted everybody to know.

CALL TO ORDER

Clyde asked Mr. Diggins to refrain from cross talk.

Tom Wilt – Lot 44 – stated that he also get a letter. It referred to his travel trailer and his power pole. He is a personal friend of Hunter Wilson so he called him and asked him what he thought of this letter and Hunter thought it was a joke. Hunter stated that there were no grounds to do anything. There was no way that a lien could be put on his property, unless you do not pay your dues. He has always paid his dues. Hunter told him to enjoy his property, the only thing he could not do was camp in his trailer during January. He did not have to move it; it was perfectly legal to have the trailer there all year round as long as it was maintained. He did not see where anything needed to be clarified.

Barbara Perkins – Lot 67 – stated that she did not appreciate him coming up here and repeating the same thing over and over. The issue is between you (the Diggins) and him (Mr. DeWitt). She has received several letters from the Diggins and she was tired of it. She did not want the nasty letters to continue.

Mrs. Diggins responded that thirteen lot owners called the meeting, some were threatened with liens, and some didn't get letters. She stated that they were personally attacked. She was told this by another lot owner who is a professional mediator. They received harassment letters too. Rephrased – they received letters threatening liens. Mrs. Diggins was told she was personally attacked because Mr. DeWitt said something about her. That is what made her more upset than anybody else. She stated that she had never met Mr. DeWitt. Mr. DeWitt had never been to her lot. Mrs. Diggins read a letter from Shannon Brown dated February 12th – regarding the language in the Covenants and the travel trailers – according to Hunter Wilson, the travel trailers do not have to be removed – ever.

CALL TO ORDER

Dan Lender – Lot 32 – we are header toward 3.5 hours at this point and the end does not seem to be in sight. He understood that the Diggins felt that they had been wronged and any one of us at any time could be on the wrong side of the Covenants. He respected that, this is a democracy. It is getting more and more ridiculous, we have to have the police here at the second meeting and that shouldn't happen. Most of us are from areas where there are very strict homeowners associations. It can get out of hand. That is probably why a lot of people bought property up here, to get away from that kind of environment. He is not hearing what exactly the Diggins want. If it is an apology, Clyde has said the Board will take action after the meeting. This is our meeting and we are all being forced to go through with this. There is a lot of frustration and he is not sure exactly what the Diggins want. He respected their ability to raise a complaint when they have been wronged, but what did they want?

Mrs. Diggins asked what he meant – the entire agenda or the harassment letters. Mr. Lender responded that it was the whole agenda. What would it take to make this end? Mrs. Diggins responded that people that have sheds are allowed to have sheds. People that have log pavilions are allowed to have log pavilions. The answer has already been stated verbally. Mrs. Diggins stated that at the last meeting there was no offer of a letter going out. That is why they were here today. As for the rest of the agenda, there are a lot of things that need to be discussed that got shut down at the last meeting. Mrs. Diggins continued that if they were shut down again, they would continue to pursue this. She cited the unapproved expenditures by the Board.

CALL TO ORDER

Dan Perry – Lot 61 – he wanted to speak of his conversation with Shannon Brown. He received a letter and he called her. She did not wish to speak with him. When he bought the place, he specifically asked Shannon about the trailers. She told him he could put a trailer on his lot and did not have to remove it. He could not camp in it during the month of January. That was put in there to keep people from squatting and staying in there and using it as a home. After a number of years it becomes a dwelling space.

Steve Thompson – Lot 68 – **made a motion to adjourn.**

Clyde stated that we still have business that must be covered.

All in favor	-	5
All opposed	-	26
Abstained	-	0

Motion did not pass.

Annette Gildea – Lot 54 – made a suggestion that the other items on the agenda, we proceed with an eye on how to handle them or table them if we can't handle them for future projects. We all agree that wrongs were done to lots of people, lots of people got feelings hurt. We are never to get out of her if we don't stop talking about it. We can't make changes today, but we can make changes the next time we meet.

5. Unapproved Expenditures by the Board.

Clyde read the By Laws, Article 3 concerning the duties and powers of the Board of Directors. The language is very broad and general so the Board would have the ability to expend funds if necessary.

Any questions?

Scott Schaffer – Lot 34 – a lot of good things have come out of this meeting, but we are dealing with management of a prior year meeting. There was an amendment to the By Laws that deals with the Annual meeting and the date were to be selected by the membership at each calendar meeting, a proposed budget shall be discussed and the approval process. He continued saying that an agenda with the proposed budget would be sent out prior to the date of the meeting. This was a great improvement from Article 4 of the By Laws when it was first written. To his knowledge the budget was not distributed in advance of the 2007 meeting and he hoped this would not happen in 2008.

Mary Diggins – Lot 5 – wanted to address what was on the agenda about unauthorized expenditures and she wanted to cite West Virginia code. She stated that she was not sure if the Board had the opportunity to look up West Virginia code and were relying on the attorney. Anyone can go onto the West Virginia legislature web site and pull up West Virginia code. 36B-3-103 – Executive Board Members and Officers – Section C says within 30 days after the adoption of any proposed budget for the common interest community the Executive Board shall provide a summary of the budget to all unit owners and shall set a date for the unit owners to consider ratification of the budget, not less than 14 nor more than 30 days after the mailing of the summary. In the event that the proposed budget is rejected, the last budget last ratified by the unit owners must be continued until such time as the unit owners ratify the subsequent budget proposed by the Executive Board. Article 36B-3-115- Assessment for Common Expenses - ... after an assessment has been made by the Association, assessments must be made at least annually based on a budget adopted at least annually by the Association. Mrs. Diggins stated that our Association has never had a budget. We have never adopted it. The proposed budget was not distributed with the call of the meeting and it was proposed and voted on in the same day. When they ratified it, it was not by all the members in the Association by sending it out and giving proper notice. They are ratifying it here with the proxies. That goes against West Virginia code. Mrs. Diggins stated that she will continue to cite West Virginia code.

POINT OF ORDER

Clyde stated that that question had already been answered and was covered in the last meeting. It was explained the Budget was not sent out. The Budget was brought before the Association at that meeting.

Mr. Diggins – Lot 5 – stated it was not ratified.

OUT OF ORDER

Rick Gallagher – Lot 23 – asked if the Association had a ratified budget that it could fall back on. Clyde answered “no”.

Mrs. Diggins stated that what she was trying to get across to all lot owners was every expense to date has not been ratified. Roberts Rules states any decision made by any member to take on an expense that was not ratified by the Association – that is their personal expense. When the Board decided to hire an Association attorney which was not ratified by the Association as an approved expense – they are responsible for that expense. When the Board claimed to have taken a flight over legal air space – was that done? - This was a non approved expenditure. The web site that Mr. Beidler set up was not a legal expenditure. Mrs. Diggins stated that she was not saying that the members would not have approved those things, but

CALL TO ORDER

Clyde instructed Mrs. Diggins to take her seat.

Deb. Gallagher asked for clarification that there was no ratified budget, we never have had a ratified budget, so all the expenditures, including road maintenance is illegal – what did Mrs. Diggins want the Board to do? The budget was not sent out. Clyde responded that the By Laws state the budget could be approved either in person or in writing. Mrs. Diggins responded that all they want is for the Board to follow West Virginia code.

CALL TO ORDER

Clyde stated that we have an approved budget; we are attempting to keep that budget and work within that budget,

POINT OF ORDER

Mrs. Diggins stated that the budget was not approved, it was not sent out. How many times do we have to tell you this?

POINT OF ORDER

Steve Thompson, Lot 68 – had a comment about the procedure.

Joe Vacchio, Lot 96 – asked if we were moving on from Item 5 or were we still addressing Item 5.

Clyde stated we were moving on.

6. Denial of Access to Corporate Business Records, including the D.C. Attorney's Documents.

Clyde stated that access was denied based on the terms of the request. The request was for all correspondence, all information. The message was sent on the 18th of September (e mail message) stating that a meeting would be conducted on the 24th of February 2007 from 9 AM until 6 PM in this building. No Board members would be allowed to be present. The Board's contention was these records are the Association's records and it is incumbent on the Board to safeguard those records, therefore they would have not been brought here and left. That was the denial. They were not actually denied access to the records; they withdrew their request on the 20th of February 2007 in an e mail at 9:41 PM. Next item of business. Mrs. Diggins stated that there were people who wanted to discuss this. Lot 34 and Lot 3 wanted to talk about it.

MOTION TO LIMIT OR EXTEND DEBATE

Leslie Olson, Lot 9 – made the above motion.

Scott Shaffer – Lot 24 – stated that when they asked to look at the financial records and access was denied – he wondered what was in those financial records. What was the Board trying to hide? For the most part the Board has spent most of the money in a legitimate way, but having not looked at the records, it just raises the question.

POINT OF ORDER

Rick Gallagher – Lot 23 – asked what the policy for Association record review was. Clyde read Article 11, Section 1 – the Association records shall at all times, during reasonable business hours be subject to the inspection by any member. They always have been. Reasonable business hours should be a mutually agreed upon place and time.

Mary Diggins – Lot 5 asked to speak on the subject. Clyde told her that her time was limited to two minutes. Mrs. Diggins cited West Virginia code again, Section 36B -3-118, referring to Association records. The Association shall keep financial records sufficiently detailed to enable the Association to comply with Section 4-109. All financial and other records must be made reasonably available for examination by any unit member of his authorized agent.

POINT OF ORDER

Clyde asked Mrs. Diggins to please have a seat. Mrs. Diggins replied that she is citing West Virginia code and it cites corporate business records – that means all business records.

CALL TO ORDER

Clyde asked Mrs. Diggins to be seated and this was her last warning. Mrs. Diggins continued speaking.

CALL TO ORDER

Mrs. Diggins continued citing the attorney expense.

CALL TO ORDER

Clyde asked the Association at this time what punishment should be used. Mrs. Diggins responded ok. The question was asked (by Mr. Thompson) if Mrs. Diggins has exceeded her time. No. What was the call to order? The call to order was the question had already been asked and answered. The reason they were denied the records was because the Board members were not to be present when the records were being reviewed. The Board's response was the Board members must be present to safeguard that material. That is part of our Charter we feel that we must do. Clyde asked Mrs. Diggins to please be seated. Mrs. Diggins replied that she was still talking on the subject. She stated that this will be going to a West Virginia court.

CALL TO ORDER

Joe Vacchio – Lot 93 – stated that he addressed this earlier, but this was a contemptuous way that individuals were being attacked. He did not think that giving up the names of specific individuals is the appropriate way to be going about this. He thought the Board acted in good faith in holding the records in a manner in which they could protect them. He also thought whether they are members of the Board or not, they are members of the Association and have a right to be at any meeting whatsoever that the documents are being looked at. He thought the manner that they were requested was inappropriate. He also stated that he brought up at the last meeting that a budget needs to be sent with the original meeting notice and one thing that should be done, is prior to the Annual meeting an Audit Committee should be named. That Audit Committee would review the previous year's budget to make sure that all matches up. We would know what was spent, where it went and it was justified. Everybody would have an opportunity to know. The Audit Committee would stand up and say the expenditures that were approved were spent appropriately. This has been asked and answered at the last Annual meeting. It is being rehashed with angry outbursts.

7. Clyde DeWitt, Lot 21, Actual Violations of Restrictive Covenants.

At this time, Clyde turned the meeting over to the Vice President, Mr. Beidler, and he took the floor.

Michael asked if there was a specific list that he could go down item by item. Mrs. Diggins stated that the Board did receive notification on December 28th. Michael asked if Mrs. Diggins had a specific list. Mrs. Diggins stated that the first item is Mr. DeWitt's B & B sign. Michael asked if the sign was still up or had it been removed. Clyde responded that he was approached by the Board and the B & B sign was taken down and removed.

Next item – the junked, inoperative and unlicensed vehicle. Michael asked Clyde if this was true. Clyde responded that this was a 1996 Austin Healey; it is licensed, insured, and covered. It was licensed and insured all the time and it was more than 25 feet away from the roadway. He has since moved it into the garage.

Next issue – Mrs. Diggins stated that she wanted to respond to that issue. Michael told her that that issue had been resolved. Mrs. Diggins stated that it wasn't resolved. The Board ignored Clyde DeWitt's violations. They turned a blind eye to the violations. Mr. Beidler responded that the Board reviewed the list; the Board approached the property owner as per the new procedure, to address each and every issue on the list.

Mr. Szaszi – Lot 73 – stated for the record that he did not think the B & B sign was a violation.

Next item –

POINT OF ORDER, PLEASE

Mrs. Diggins stated that they would just take Mr. DeWitt's violations to the West Virginia court. You are shutting us down.

Next item – the riding of Mr. DeWitt's tractor on the road.

Joe Vacchio – Lot 93 – asked to address the issue. Mrs. Diggins asked him how he could address Mr. DeWitt's issues. Mr. Vacchio stated that he had the floor. As for the utilization of tractors on the open roadway, he knows of other property owners who have driven their tractors on the roadway. Those tractors were driven on the roadway to do certain things – clear culverts, and cut grass at the entrance. These are things that as an Association we would have to pay for. These individuals volunteered to save the Association some money. He is only speaking about individuals that he had addressed. To go after one individual would be doing an injustice to everybody involved.

Mr. DeWitt responded that he drove the tractor on the road to move some of the trees out of the ditches and he also moved some logs. Craig Diggins asked Clyde if it was ok to ride the tractor chasing the kids down to Lot 29 who were riding their ATV on their own driveway. Mr. Diggins stated that Mr. DeWitt claimed the tractor was used for farm use – didn't you have to have a farm first? Clyde responded he would answer both questions. The driving of the tractor to Lot 29, the two boys had been driving their ATVs up and down Reyman Drive at a very fast rate. They went past his

house and he followed them in the tractor to tell them that it was illegal to ride them on the road. In fact it was extremely dangerous. If there was in fact construction equipment coming up and down the road. Clyde asked them not to drive their ATV on the main road. That was it, he went back home. He only had the tractor because he was using it at the time and it was the most expeditious manner he could get to stop the boys from driving on the road. Secondly, if the tractor was a farm implement, he needed a farm. He does have a farm – it is in Decatur, Illinois and he and his wife owned property there. BTW – the car is licensed in West Virginia.

Mr. Beidler read the By Law pertaining to ATV use – Article 16. This addresses ATVs, mini bikes and snow mobiles. It does not address tractors.

Next issue – Mr. Diggins stated that there is the issue of using Lot 29's driveway to get to the hunt club. This happened before the lot owner put up a gate. The owner of the lot was told by the hunt club that Mr. DeWitt had been using the driveway to get to the hunt club.

Clyde's response was he did use that driveway to assist Lot 27, Moni Dey, in putting in his well. His well was put in at the bottom of his property. Moni approached him and asked him if he knew who owned the gate back by the hunt club behind Lot 29. Moni asked Clyde if he would act as a liaison between that hunt club owner and Mr. Dey. To assist Mr. Dey where he could utilize his property, he had to use the hunt club gate to get to his property. Clyde responded that he would be happy to do that, however it was imperative that he get in contact with the owner of Lot 29 and make sure that he had permission to use that driveway, that it was a private drive. He was assured by Mr. Dey that he did that. At that time, Mr. Dey, Clyde, the owner of the hunt club got together on Moni's property, having gone through his gate. At that time, Moni and the hunt club owner put two locks on that gate, one belonged to Moni and one belonged to the hunt club to allow them access in and out so that the well equipment truck could get down to Moni's lot and properly drill the well. That is the reason he was on that road.

Mr. Diggins asked Clyde if he had ever contacted Lot 29 before he went down his road.

Mr. Beidler stated that we needed to let Lot 29 make the complaint. Mr. Diggins stated that the owner of Lot 29 told him that the President was riding on his lot. Mr. Beidler stated that if the owner of Lot 29 had a complaint, they needed to bring it to the Board.

Mrs. Diggins stated that Mr. Zalaskus

Mr. Beidler told her she was out of order, this would be the last time and she would be ejected.

Anything else on the list? - Mrs. Diggins replied that there is more. She wanted to talk about junk and his rubbish that he has not removed. This includes old windows and old pallets. Why did Mr. DeWitt not chose to clean up his own lot before he cited everyone else. Mr. Beidler responded that the Board did look into the materials on Clyde's lot and determined that there are building materials that are being used for current building projects and that there was no junk and there was no violations. Mrs. Diggins asked how windows could be stored.

Michael asked if there were anything else. Mrs. Diggins asked about the grass by his windmills – why has he not mowed it? Michael stated the Board looked into that issue, there was no violation, and everyone has grass on their lots. This is not the Board's jurisdiction – we have no way to enforce that.

Michael asked if there were any more issues. There was no response.

Next item on the agenda.

The meeting was turned back over to Mr. DeWitt.

8. No Amendments Allowed to the Restrictive Covenants.

The Restrictive Covenants may be amended in accordance with the Uniform Common Interest Ownership Act of West Virginia Chapter 36, Articles 1 – 4.

POINT OF ORDER

Mrs. Diggins

Clyde continued that the attorney stated why bother to spend money for research on how to make these amendments until there is a specific item that we wish to amend. It is possible; you can do anything you want.

Mrs. Diggins, Lot 5 – asked what West Virginia code that Clyde was citing. She cited a West Virginia code 36B, 3-B-103.

CALL THE QUESTION

Michael Beidler asked that was the issue here, there were no proposals being made.

Clyde stated the code he was citing was the Uniform Common Interest Act of West Virginia, Chapter 36, Article 1 – 4 that state covenants may be amended. Mrs. Diggins stated that Clyde was not citing an actual complete number.

CALL THE QUESTION

Mr. Beidler stated that there was no issue or proposal to the By Laws to be changed.

Mrs. Diggins stated that the Association understood that Restrictive Covenants could not be amended and Mr. DeWitt is misleading people into believing that it is. She stated that she was going to cite the code in which it could not. 36B-2-103, Section E. – a declaration of By Laws may not be changed or altered ... the provisions of this section have no application to restrictive covenants which contain provisions for authorizing amendment when those provisions for amendment are duly followed. Our By Laws have a provision to amend them. Our Covenants do not. You cannot amend it. 36B-1-206, Section 2B an amendment to the declaration By Laws or Covenants ... must be adopted in conformity with applicable law and with procedure and requirement as specified in those instruments. Our Restrictive Covenants do not allow for amendment.

Leo Kupper – Lot 12 – stated that we had a non binding discussion on the issue about whether or not to have the requirement to remove the trailers. That is a pending question that he saw coming up in January.

Rick Gallagher – Lot 23 – asked if that could be covered under a By Law rather than the Covenants and Restrictions. Mr. Diggins stated that you can't disguise an amendment to the Covenants under the guise of a By Law.

POINT OF ORDER

Clyde responded that the attorney says why even bother to make an amendment to the Covenants, it's very clear what they mean. In accordance with West Virginia law, if it says camping is allowed from January 31st until December 31st that means the trailers must be moved during the month of January. That is a point of law and that is his interpretation. If it has to be done, it will be taken to court. We are not going to amend the Covenants.

Joe Vacchio – Lot 93 – stated that the Board has already addressed the fact that they are not in the process of amending the Covenants. Next, as to the codes that were referenced, that is an interpretation issue for legal entities. As it relates to Roberts Rules of Order, it is Federal, State, Local laws, the Constitution of the entity or the Association as a whole, then the By Laws. Then it says in Roberts Rules, next are the rules and regulations and standing orders which he interpreted as the Restrictive Covenants. This was his interpretation. As it relates to trailers, we addressed that in that the Board is going to sit down, according to the appeal process, with the individuals who have trailers, explain to them what the attorney says, what his interpretation is, and it could be worked out between them. If not, those individuals with the trailers have the right to come back before the Association as a whole to see if there is an appeals process. There is no reason to keep hashing out the same thing over and over again.

Mr. Szaszdi – Lot 73 – asked if it were possible for us, as an Association, to amend the Covenants. Clyde responded that according to the lawyer, it may be possible to amend to change these Covenants. Mr. Szaszdi asked if the provision were there for a sufficient number of people to modify the interpretation whether or not the trailers have to be moved, it could be done. Clyde responded that this was possible.

Mrs. Diggins stated when Clyde cited the entire code; he never cited one in particular. What he was doing was taking it out of context. She was not sure if the attorney actually read our Covenants. Our Covenants state there is no provision for amendment; therefore, they cannot be amended. Did the Board still believe that the Restrictive Covenants could still be amended? Clyde responded that he is only stating what the lawyer said. It may be possible to amend the Covenants based on this rule cited. Since there is nothing to be changed, why go through this mastication? Mrs. Diggins stated that you should that the West Virginia code that she referenced to the attorney, then determine if the Covenants could be amended.

Leslie Olson stated that was an expense that they would not incur since they can't spend any money.

Mr. Diggins said he appreciated that coming from the Treasurer.

Mr. Szaszdi stated that we already have the attorney's advice; we should not go against it. We should not worry about it until something comes up.

Clyde responded point well taken. Next issue.

9. Locks on gate.

Mr. Diggins stated that this was brought up by Mr. Perry who was not here right now. We can skip over that one. We had an issue with the main gate at the bottom of the hill. He had no idea what Mr. Perry wanted to say.

10. Violations Penalty Proposed Improperly at March 3 Annual Meeting.

Clyde stated it was proposed, discussed, voted on and defeated. No action was taken. Mr. Diggins asked of the proposal was defeated. Clyde responded that it was withdrawn. The proposed amendment for penalties was withdrawn. Therefore, it is not an issue. Any discussion necessary?

Mrs. Diggins wanted to know why the Board proposed it in the first place. Was this a back door method for putting a lien on? She would like to discuss it. Mr. Beidler stated that the question was no longer relevant. It is not an issue at this point. Mrs. Diggins asked what would happen if it was brought back up again and this was a back door method of attaching liens on people's properties by attaching a dollar amount?

Leslie Olson – Lot 9 – **made a motion to adjourn.**

The motion was seconded by Scott Shaffer – Lot 24.

There is no requirement for discussion or debate.

All in favor	-	27
All opposed	-	0
Abstain	-	1

The motion passed.

The meeting was adjourned at 4:10 PM.

Respectfully submitted,

Sherrie Zabriskie – Secretary, RRPOA