

**Minutes of Community Meeting
of Seahurst West Addition
on 9/8/05
To Discuss Proposed Covenants**

The meeting was held at 2635 SW 151 Place at 7:00 pm. List of attendees is attached.

Vicky Fisher (chairman of the Covenants Revision Committee along with Jay O'Donnell and Knut Ringen) led the meeting. A discussion of proposed covenants 1-6 and 13-21 was planned. The community had previously received a copy of the proposed covenants and also a document from Mike Little that contrasted the old covenant language with the new proposed language on sections planned for the night's discussion. An e-mail list was routed so that future proposals could be sent to the community for future meetings and be added to our community address list.

Maria Little brought a memo which she asked be attached to the minutes. She summarized her memo by saying that the committee's proposed language was contrary in many ways to the wishes expressed with voting at prior community meetings. Maria was especially concerned about language and sections that stated or implied that the community was going to become an association. No decision was made as to including the memo with the minutes.

Mike Little expressed concerns similar to Maria's and said he would have counter proposals to make as we proceeded. He used the old covenants as the starting point and only deleted or added language in order to bring the documents into current practice and reduce exposure to liability by reducing the enforcement required of the board.

Vicky Fisher suggested that proposed Article 13 -- Special Provision for 2681 SW 151st Place -- be discussed first as Mark Kropak of that property could then leave. Those present were in favor. Vicky asked whether those present thereafter wanted to proceed to discuss proposed 1-6 and 14-21 or if an alternate procedure was desired. It was agreed to proceed as the committee had planned with the provision that each person have an opportunity to comment on each proposal in a 'round robin' fashion.

Proposed Article 13 was then discussed. Mark Kropak questioned the need for any such provision as his road access and duty to pay an equal share of road, parking and utility maintenance is established in the easement to his property which is a part of his deed. Mark did not want language which implied he had any other duties or privileges in the community so his current legal standing would be jeopardized. A Committee member offered that they felt a lawyer would need to be consulted about whether Article 13 was needed. Others expressed that this provision should be deleted. It was decided by voting that Article 13 should be eliminated, but that the easement should be attached to the Covenants, or there should be very simple identifying language to this effect. The final decision on this was left to review by a lawyer.

Proposed Article 1 -- Purpose -- and Mike Little's alternative, the current Article IV Purpose, was discussed. Maria Little pointed out language that implied the community was an association. Mike expressed concern that II Consideration from the present

covenants was omitted. He believes that it contains language necessary to the establishment of a legal covenant. Several persons objected to sections (e) and (f) (minimizing litigation and liability) in the proposed language as being too detailed and, if included at all, be in their own detailed sections later. Mike L. felt the current Purpose language was adequate. Some objected to the term 'customs' in present language. Those present voted for a Purpose section that would be the current language or a slight modification to that language which would be a general statement only.

Proposed Article 2 -- Definition of Seahurst West Addition -- and Mike Little's proposed Article I -- Establishment of Covenants -- from current covenant language was discussed. Those present voted for whatever wording a lawyer would approve that establishes who we are and that we have covenants. The wording might include the fact that we have two common lots with each of us owning 1/17 of the lots and that our road is private and maintained by the residents.

Proposed Article 3 -- Revised Covenants -- and current Article VII -- Duration of Restrictions -- was discussed. Most, but not all, felt that waiting ten years for an opportunity to revise our covenants was too long. Five years was one suggestion. Most felt the community as a whole ought to be able to revise the covenants at any time if there were procedures which gave everyone advance notice, a community meeting to debate, and a large number approving the changes. With the assumption that the community would agree that voting rights should be defined in accordance with proposed Article 7 as "one vote per lot" (to be decided at the next covenant's meeting), the majority present preferred that approval by at least 13 lot owners of 17 would be the required number to change the covenants.

The meeting time was over without discussion of proposed Articles 4-6 or 12, and 14-21. Mike Little distributed copies of language he will propose for the meeting on governance in contrast to the committee's proposals numbered 7-12.

The next meeting will be held from 7:00-9:00 pm at the Little's household.

List of Meeting Participants

Vicky Fisher and Alex Reid
Carol and Lee Sanders
Jacky Randall and Knut Ringen
Mary McGary
Maria and Mike Little
Jay O'Donnell
Sami and Ann Maslimany
Darold and Marilyn Doell
Jim Devaney
Sue and Joe Swanzy
Mark Kropak

proposed language states that "it is the duty of the Board, for the benefit of the Addition, to enforce the Covenants". So, do we now have to have the "enforcement" discussion again?

More significantly, and again, after lengthy and extensive discussion, we agreed that we would develop revised covenants to address the issues we face now and in the context of how we are currently "defined". The decision whether to incorporate and/or form an association formation was agreed to be postponed until we finished the covenant work.

Despite that decision, the proposed *Purpose* language includes references to "quality of life in the Addition", "collection of association fees" (is this in addition to assessments?), "conduct of Addition business", "liabilities for directors", "the association roadway and common lots". All this language implies that the decision to be an association has been made. No one has agreed that an "association" will own the roadway and/or common lots. Yet this language implies such an agreement. The legal inconsistencies alone would compel me to have our family attorney review this, as well as our insurance agent.

Today's language cross-references the proposed *Governance* language to be discussed at the next meeting. That language is written as if it were to be the bylaws of a corporation, even to the extent of invoking Robert's Rules of Order. I remember hearing attendees at the three meetings say "keep it simple"!

Another example of our input being ignored regards "safety". After extensive discussion of valid pros and cons, some of them legal, we had a formal vote. Safety was not to be addressed in revised covenants. Yet, we've been asked to review a proposed *Safety* covenant.

We are where we are. Certainly, much good work has been done, but more good work has been ignored. I want to be assured by the committee members that you will stop ignoring our input. Without such assurance, we're all wasting our time.

Maria Little

Vicky, before we begin, I want to make what I intend to be constructive comments. I would like my comments to be an attachment to the minutes as written.

As you have rightfully pointed out, changing our covenants is not work to be taken lightly, since changes will become part of our deeds and could impact the value of our property, future buyers and/or our heirs, as well as tenants. So in that context, my comments are "strictly business" and are not intended to affront anyone personally.

I appreciate the time and effort the committee individuals have expended for the last year and a half in getting us to the point of reviewing proposed language.

Many other lot owners have also expended a great deal of time and have given serious thought and voice as to what restrictions are desirable and which are not, and have provided guidance to the committee as to an acceptable level of governance.

Our input was first documented via a well-thought out survey completed August 2004, which laid the ground work for three, very well-attended meetings. These efforts paid off in achieving consensus for desired new and/or modified covenants. Everyone was given a voice. I reread the minutes of those meetings, and the desires of the majority were accurately and clearly reflected.

It is my opinion much of today's draft language does not reflect the consensus hard earned at last fall's meetings.

We asked that the revisions address *preservation of views, maintenance of the road and common lots, drainage, assessments, home businesses, possibly nuisances, and governance* (board composition, responsibilities and authorities, assessments, conduct of meetings, dispute resolution, etc.).

We did not ask that the covenants *Purpose* be redefined, or that the legal definition of Seahurst West Addition be revised, or that new responsibilities and liabilities be imposed upon lot owners, or that a legal relationship with the owners of 2681 SW 151st Place be addressed in our covenants. Yet we have been presented with proposed language on all of these subjects, much of it complex and onerous, requiring discussion that is not focused on our previously identified priorities.

The minutes of 11-17 meeting: "After some discussion, we each decided on a number between 1-10 with 1 representing a desire for covenants with the Board enforcing very little and 10 meaning the Board would enforce all of the covenants. The average for the group in attendance was 3.5." Yet, this