

LEGAL (cont.)

DOG ATTACK: At the May 19, 2020 Board Meeting a motion was made by Mike Litzenberger, seconded by Donna Schautz and carried that the Board stands with the motion; member must remove dog. Matter has been forwarded to legal counsel. Letter was sent to member from attorney dated June 9, 2020.

INFORMATIONAL

ROOFING PROGRAM: The roofing program budget has been depleted for 2020. We will resume the program, weather permitting, in January 2021. To date \$200,000 has been spent and twenty-one (21) units have been completed.

EQUITY: A member has written a letter dated May 22, 2020 demanding that the equity in their unit be used to pay off the balance due on account. A written explanation; from previous manager Mr. Paul Greig, regarding equity and how it works reads: *“Equity is strictly a book entry – there is no money in reserve – it simply flows through one account to the other to ensure effective corporate control. Members cannot borrow against their equity as the **amount they deposited is used to pay the vacating member**”.*

NEW BUSINESS

MEMBER SELECTION: A motion was made by Michael Litzenberger, seconded by Judy Thompson and carried to approve the following transfers: T-1355; T-1356; T-1357 and T-1358 who do not need to be interviewed.

FENCE AGREEMENT: A member submitted letters and requests for fencing in the back and front yards. All paperwork was sent to the Board for their review. In June, 2018, the member submitted a Fence Agreement with drawings that were amended by the Maintenance Supervisor and a past Board member with correct measurements. A letter dated June 13, 2018 was sent to the member from the Board with the detailed measurements and a request for them to review and sign the amended paperwork and the Board would assist with the process of approving the fence in accordance with the Winfield Mutual Housing Rules & Regulations. The member refused to sign the June, 2018 agreement and is now again, two years later, requesting a fence with the member’s own measurements.

A motion was made by Michael Litzenberger, seconded by Susan Alacchi and carried requesting legal counsel to send the member a letter regarding diagram measurements compiled by the Board Member and Maintenance. Refer to the Member’s Handbook excerpt page 29, Maximum height: “The maximum height of a fence shall be forty-eight (48”) inches and the minimum height shall be thirty six (36”) inches. No fence shall be erected within twelve (12”) inches of any sidewalk.”

CANDY MOUNTAIN: Request was made by the owner of the Child Care Center to grant a reduced monthly payment due to Covid 19 restrictions for daycares to be closed. After careful deliberations, a motion was made by Michael Litzenberger, seconded by Judy Thompson and carried unanimously by Roll Call vote to deny the request to reduce the monthly payment.

COMPLAINT: A member has written a letter to the Board regarding several incidents that have occurred with the member, family and friends living next to them. Events continue to occur that have been troubling for a few years. The member’s letter gives several examples of violent arguments, yelling profanities, loud banging on walls, loud music and altercations amongst the individuals living in the unit at all times of the day, night and very early morning hours. The member also states that these individuals are often seen smoking cannabis and is overwhelmed with the stench coming from the cannabis multiple times throughout the day and night. The member has also endured bed bug infestation that had been determined to have originated at their unit that resulted in the loss of the member’s own property exceeding \$11,000.00.

A motion was made by Susan Alacchi, seconded by Judy Thompson and carried instructing the member to contact the Police Department every time this action happens. Also, the member needs to sign complaints and follow the “Detrimental Conduct” excerpt from Member’s Handbook.

PATIO: An agreement was filled out for a patio at a bachelor unit. The member was told they could not put a patio in a bachelor's property because the member is only there a short time and the new member coming in may not want to be responsible for it, thus the corporation would have to deal with it. The picture shows the results of the conversation. The Board visited the area and approved the member's work.

VIOLATIONS: Also, a member has written a dispute for the violation to "cut grass front and back yards inside and outside of fence". During a re-inspection the manager determined that the grass was cut but member did not cut grass in and outside of fence which instituted a Second Violation letter dated May 29, 2020 and the \$50.00 Uniform Penalty for Non-Compliance. A motion was made by Donna Schautz, seconded by Susan Alacchi and carried unanimously that the violation stands.

COMPLAINT ANSWER: A member wrote an answer to the neighbor's complaint to verify and complete the picture that was laid out for the Board. The Board thanked the member for informing them of the other side of the complaint which is duly noted and if problems arise to contact the Police Department.

MEMBER'S COMPLAINT: A member has lodged a complaint against a neighbor for not cutting the grass/weeds growing through the fence, etc. The Manager has already discussed the problem with the member regarding the fence. The complaining member must cut lawn beyond their living room windows.

DECK AGREEMENT: The Elevated Deck agreement is for a "floating deck" (no such thing according to Construction Code Official) which was not signed by the member but by the member's son who is living in the unit. The member and his wife have not been seen coming or going in/out of unit in two years and it is believed that the members on the contract live in Florida while the son lives in the unit. The agreement is not signed by the member nor did the member ask for the agreement. The paperwork is signed by the member's son who is living in the dwelling. The drawing was prepared by the Son. The Board has sent this matter to legal counsel.

VIOLATIONS: A member is asking for more time to clear up his violations for his yard. His mother passed away last year and always wanted the yard to grow "wild". The yard has been inspected and passed. Board stated "Hats go off for a job well done".

LEGAL CLARIFICATION: A member has written to the Board regarding a continuous issue within the community. The member expressed several concerns regarding "individuals who believe they have the right to enter people's grounds strictly to harass, annoy or just because they believe they have the right to stay on another member's grounds". The member would like clarification of this situation and what should be done to stop members harassing other members without any consequences and/or in accordance to the Mutual Housing Ownership Contract and the Winfield Mutual Housing Corporation Handbook.

A motion was made by Judy Thompson, seconded by Michael Litzenberger and carried to instruct legal counsel to study and review members intentionally disturbing another member's right to peaceful possession in full force. When members continue to harass with the intent of making their living situation dangerous and uncomfortable, action must be taken. A unanimous decision was to move forward by the board to defuse any and all situations. The board has tried on many occasions to solve but was unsuccessful with a mediator. Legal counsel will, in good faith, determine where the corporation goes from here.

NATTEK, LLC: Mr. Kenneth Collazos has submitted a proposal in the amount of \$13,700.00 for a new PA System for the gymnasium. The new PA system integration, comprising: microphones, amplifier, mixer, loudspeakers, and related recording equipment (for Meeting Minutes) including a new transcriber system.

A motion was made by Michael Litzenberger, seconded by Donna Schautz and carried to award the contract to Nattek, LLC. Unanimous decision not to exceed the \$13,700.00. The Manager has made contact with and arranged time and date with Mr. Collazos.

RESOLUTION CARRIED UNANIMOUSLY BY ROLL CALL VOTE.

SHED: A member has written a letter regarding the shed in the yard. During an inspection at another member's dwelling, Armando Manresa, Maintenance Supervisor, noticed that the member's shed was placed on patio bricks, not a cement slab and placed alongside the back porch blocking the living room windows. Armando informed the Manager that the shed was in violation. The member received a letter from the management office stating they were in violation and the shed needs to be placed on a cement slab and placed in the rear of the yard in accordance to the corporation's Shed Agreement (which the member did not obtain) item #3 and item #6 which reads:

3. **PLAN APPROVAL:** *The Property Manager or his designee shall determine location of each shed on a case by case basis. THERE IS A LIMIT OF ONE (1) SHED PER DWELLING. NO SHED SHALL BE ERECTED IN THE FRONT OF THE BUILDING, nor shall any shed exceed the following outside dimensions: FOURTEEN (14) FEET LONG : TEN (10) FEET WIDE AND NO SHED SHALL BE HIGHER THAN 9-1/2 FEET HIGH FROM THE CONCRETE SLAB TO PEAK OF ROOF. "All sheds to be placed at the end of the back yard and free standing."*
6. **BASE:** *A shed shall be erected on a level concrete slab having a minimum thickness of four (4") inches. Furthermore, the shed shall be secured with proper anchors, with no open space between the shed and the concrete slab.*

A motion was made by Michael Litzenberger, seconded by Judy Thompson and carried instructing the member to follow the Rules and Regulations in the Handbook regarding the 4" slab and any shed higher than 6 feet is considered a shed. The guidelines must be followed.

NON-PRIORITY APPLICATION: A Non-Priority Applicant #2-1/2-3103 has written a letter regarding her cancelled application. A letter was sent to her on February 18th to come in within 10 days to update her application. The applicant came in to update her application in March before we closed the office due to the COVID-19 restrictions. While she was there, she explained that she was waiting for a copy of her birth certificate. The Manager told her we could extend her time to renew her application one week. In the meantime, the office closed due to the restrictions. The applicant called the office on March 17, 2020 to let us know that she received the birth certificate and she was told that the office is closed due to restrictions and we would call her to let her know when she could bring in her paperwork. The application was cancelled in May due to failure to respond. The applicant is requesting her application be reinstated.

A motion was made by Susan Alacchi, seconded by Judy Thompson and carried denying the request because of the violations of the 10-day process along with waiting until the end of May to contact the office.

BUCKLE TRANSFER: The bank account for the Buckle Center is dwindling and we need a transfer from the Administration Fund to the Buckle Fund in the amount of \$5,000.00 to cover expenses.

A motion was made by Judy Thompson, seconded by Michael Litzenberger and carried allowing the transfer of funds. Due to the pandemic, the Buckle Center contracts were cancelled with all monies totaling \$2,500 being refunded and a loss of revenue.

Motion to adjourn was made by Donna Schautz seconded by Judy Thompson and carried

Meeting adjourned 8:10 PM.

Michael Litzenberger, Secretary