

**Central Park Homeowners' Association
Interim Meeting Minutes
November 29, 2016**

Board Members in attendance: Leslie Boettcher, Kevin Lamb, Susan Nordstrom, Cindy Shaffer, Rudy Mijo

From Community Association Partners: David Hummel

Also in attendance: Jason Grosz, Attorney

Homeowners in attendance: Linda Hayes 5314, Wayne Hess 5316, Rae Marie Matelich 12928, Dave & Val Giblin 5166, Jolene Heitmann 12968, Bonnie Whitacre 12952, Donna Cook 12984, Maryalice Lidberg 12932, Mary Lou Prosser 12980, Fran Jones 12960, Skip & Fama Bressie 5162, Joanne Bratsch 5306, Barbara Thomas 5132, Diane McClelland 5318, Suzanne Lackman 12992, Char McCreight 12976, Howard Gandler 5164.

Meeting called to order at 6:30pm. This special meeting was called so that Jason Grosz could share information regarding Phase 2 siding. There are two issues: 1) defective product, and 2) incorrect installation. For the defective product, we have filed a claim as part of a class action suit; that claim is being processed. There is no guarantee that we will recover any money from that settlement. For the incorrect installation, there is possible litigation due to the work performed by Chad Weisenfels through the business names Superior Exteriors and Legatum Ventures.

A 'notice of defect' was sent to the contractor, allowing 90 days to reply. That 90 day period expires on December 5, 2016. There has been no response from Chad Weisenfels. Jason has heard from more than one insurance company who had provided coverage for Chad's businesses. At this time it is unknown if Chad is still in business, what business name(s) he may be working under, or where his current business is located.

Filing a lawsuit will affect the sale or refinancing of any units in Central Park and will need to be declared to any lending institution or realtor. While a lawsuit is pending, mortgage loans will not be available from governmental institutions (Fannie Mae, Freddie Mac), but may be obtained from non-governmental institutions (ie. Umpqua Bank, etc.).

The estimates to re-side Phase 2 range from \$450,000 to \$600,000. We need to decide whether or not to pursue a lawsuit to try to recover damages from the work performed. What may work against us is the statute of limitations – 2 years from the date of discovery. Filing a lawsuit will allow Jason access to more information, more specifically, which insurance company was covering the business at the time.

Discussion: Filing a lawsuit allows our attorney to obtain more information; at that point it is possible to drop the lawsuit if desired. Question regarding whether homeowners in all phases should have to pay for Phase 2's siding. Our covenants explain that all homeowners cover expenses for all phases.

It was moved and seconded to provide Mary Lou Prosser (12980) a check for \$1000 as resolution to carpet issue due to leakage. Carpet will be cleaned and padding replaced; in lieu of replacing the carpeting. The motion carried. The gutter/downspout issue has been corrected.

It was moved and seconded to proceed with the lawsuit against the Phase 2 siding contractor. Motion carried.

After some discussion of the 2017 budget, it was moved and seconded to accept the budget as presented. Motion carried. The new budget will increase monthly fees to \$310 beginning January 1, 2017.

It was moved and seconded to approve a bid from River City to clean the drains in the driveways. Motion carried.

Gutter cleaning is scheduled to begin on December 5th. Courtyards need to be accessible to workers to allow them to get to the roof. Roofs are to be swept, debris collected, gutters hand-cleaned, debris collected again.

David H has requested authorization to have CAS address roof leaks immediately, and to secure quickly, even if only temporarily, to avoid further water damage. It was moved and seconded to give authorization, but this is only in emergency situations. Motion carried. A \$40 fee is imposed when CAS makes emergency calls to Central Park.

Our property/liability insurance policy expires in December. It was moved and seconded to accept the quote from our current carrier, American Family. Rudy suggested we review our policy limits and coverages prior to our next policy renewal.

Meeting adjourned at 7:54pm.