

**Lynnesfield HOA Annual Meeting Minutes
October 10, 2006**

The meeting was called to order at 7:10 p.m. by president Terra Farrar. Members present (names in parenthesis were not in attendance): Lot 3 – Terra Farrar; Lot 4 – Tom & Ginny Higgins; Lot 6 – M. ? (Dan Huynh); Lot 9 – George (& Tassie) Thomas; Lot 10 – Ken & April Speer; Lot 14 – Lee Maddock & Bill Schmitt; Lot 15 – Steve & Debra Brochin; Lot 16 & 17 – Jerry Johnson; Lot 18 & 19 – Troy Fruitiger; Lot 21 – Robert & Rian Hossack; Lot 24 – Megan (&Eric) Price; Lot 28 – Jon Langdon; Lot 29 – Bob Kampmann & Jean Hessler; Lot 30 & 31 – Charlie and Kathy Hough; Lot 32 – Dyrk and Miriam Lansdon; Lot 60 – Sam (&Heather) Pollock; Lot 61 – Cheri Farara; Lot 62 – Charlie (&Kathy) Aldrich; Lot 65 – Ginny King; MR6 – Kathy (&Philip) Arnold; MF7 – Bus Lahren & Zelda Kennedy; MF8 – Chris Ota (Representing Doug and Gladys Ota); Joe and Lynne Campbell – Developer/Builder.

(Refer to Attachment 1 – Agenda)

1. Introductions:

- New Lynnesfield members were introduced – Eric & Megan Price (Lot 24); Noah & Katelan Harrison (Lot #2 – although not present); Sam & Heather Pollack (Lot #60).
- The previous board was introduced and acknowledged for their service - Dyrk Lansdon, (President), Charlie Aldrich (Vice President), Charlie Hough (Treasurer), and Delores Haugland (Secretary)
- Introductions were then done by each person in attendance

2. Year in Overview – President Terra provided an overview:

- **Playground**
 - Pea gravel added in November 2005. to bring level up to code
 - Several of the cherry poles used as a border around play equipment area being replaced week of October 9th due to rotting and splintering. (The work has since been completed and 33 poles needed to be replaced due to rotting. The benches, wood framing around trash can and portion of the jungle-gym were cleaned and painted).
- **HOA 4 Parking Planters**
 - Mike from Joe Campbell's crew was hired to remove the weeds
 - A volunteer crew joined Mike several days later and landscape cloth was installed over the dirt surface. River rock was spread and large rocks collected from Lynnesfield were added to each planter.
 - The volunteer crew was acknowledged and thanked - Jerry Johnson, Zelda Kennedy, Kenny Speer (and his tractor) and Terra Farrar.
- **Signs (See Attachment 2)**
 - Two pond signs were installed to deter children from throwing rocks at the wildlife and swimming in the pond. In addition, dogs off leash were chasing the wildlife as well. Resident apartment owners of MF #7, Bus Lahren and Zelda Kennedy, have reported the signs have helped a lot
 - Two trail signs were added at the north entrance of the trail by Lot #26 and south entrance of the trail between Lot #14 and Lot #49 (**See Map - Attachment 3**). Several complaints had been submitted to the Board by

property owners regarding horse and dog manure along these trails especially during the summer months. The City Public Works Department provided the wording for the signs and required that they had to install them as well. The HOA was responsible for paying for the signs.

- "Near Miss" accidents

- Trail between Lots # 6 & 7 – It had been reported to the Board by some of the HOA members that bicyclists traveling down the trail from Gise Street were shooting across Holcomb creating "near miss" accidents. The President contacted the Public Works Department and they sent someone out to review the area. They agreed that it was a potentially dangerous situation. The Department ordered a stop sign and it will be the responsibility of the HOA to install it on the existing trail post at the entrance off Holcomb St.
(**Board Insert After the Meeting** – the sign has been installed as of 10/26/06)
- Intersection – Holcomb & 45th – Some concerns were voiced to Board members from HOA members about this particular intersection regarding both bicyclists and cars creating near miss accidents. Board President contacted the City Public Works department who reviewed the situation and likened it to other intersections in the Uptown area saying everyone needed to look out for one another and that signage was not going to be installed. (Board Insert: Homeowners on Gise Street have since spoken to the Board President complaining about the same problem. The Public Works Department number and contact person was provided. Perhaps with additional concerns being voiced signage may be installed).

(**Board Insert After the Meeting:** It is the policy of this Board to communicate non-compliance issues in writing for accurate records of what was communicated and when. The member filing the initial complaint/concern with a Board member receives a blind copy of the letter so they are aware of what action steps are being taken. They are given anonymity to avoid potential neighbor/member bad feelings and retaliation. Written communications to members from the Board are Public Record. In order for the membership at large to better understand how various situations were communicated, copies have been included in the written minutes and are referenced throughout the minutes. These letters were not presented at the Annual Meeting. Behind all of the written communications from the Board is the spirit and intention of upholding a quality of life and to protect the membership's property and investment. Although the letters are signed by the Board President, the letters are the voice of the Board. They are reviewed and modified via email prior to be signed and mailed out).

- Liability Insurance

- Prior to this Board taking office, the owners of – Lot #1, Lynne and Michael Cassella-Blackburn - had brought in a miniature pony as a pet for their daughter and over time added 2 other horses.
- Lynnesfield's HOA Article III – Section 13 only allows "...dogs, cats, caged birds, tanked fish, and other conventional small household pets".
- This situation and all related matters to having livestock in Lynnesfield brought about many complaints

- Upon reviewing the renewal of the HOA liability insurance policy it was discovered that underwriters are no longer insuring HOA when horses are allowed
- The owners of Lot #11, were notified that all horse activity including grooming, grazing, shoeing, etc. could not be permitted on their lot or any HOA property otherwise the liability insurance would be in jeopardy of being dropped according to the insurance company plus the horse activity was in non-compliance with the CC&R's (**See Attachment 4 – June 27th Letter**)
- The owners went into solution mode and moved their horses to paddocks located on neighboring property outside of Lynnesfield HOA property line
- The public trails, although within Lynnesfield HOA property, do allow for horse passage according to the City of Port Townsend. The HOA would have to write up a new Section to the CC&R's and send out for voting if the HOA wanted to restrict the trails to non-horse activity.
- It has taken many conversations and two letters for full compliance. The owners have been notified that any future non-compliance regarding the horses will be turned over to the HOA attorney. (**See Attachment 5 – September 26th Letter**).

(Board Insert After the Meeting – Prior to the Annual Meeting, Board President had spoken with Lynnesfield HOA attorney as to what we would need to do to insure Lynnesfield would not be pulled into a suit should an accident occur with the horses. It was recommended that a Liability Waiver be written up whereby the Cassella-Blackburn's would sign it thus further protecting the HOA. The Underwriters of the Liability Insurance no longer cover a HOA that allows horses. In the last few years a couple of cases occurred where someone died from a horse injury on another HOA property).

- Legal expenses
 - This year a lawyer, Shane Seaman, was recommended to the Board who specializes in real estate law which HOA falls under
 - When a non-compliance CC&R issue has been brought to the Board's attention, a letter is written to the party in question.
 - Particular Article and Section is referenced and the letter assumes the person was unaware of the infraction and they are requested to comply. (**See Attachment 6 - 7/3/06 Letter & Attachment 7 - 9/11/06 Letters**).
 - When nothing has been done in a reasonable amount of time, then a 2nd notice is sent out. The property owner is reminded that the CC&R's are a legal contract and that they are in default of their contract. This letter asks the matter be taken care of to avoid being handed over to the HOA lawyer for resolve, as per Article VI – Section 2. (**See Attachment 8 – 9/18/06 Letter; Attachment 9 & 10 – 7/21/06 Letters**)
 - When the 2nd notice does not have results, then the matter is turned over to Lynnesfield's lawyer. Legal costs were incurred when the 2nd letter from the Board was not getting any results and it became necessary to implement Article VI – Section 2. Those costs are on page 1 of the Treasure's Report under

Legal. (See Knauss & Seaman Letters - Attachments 11 – 8/8/06 Letter; Attachments 12 & 13 - 9/13/06 Letters).

- After a reasonable amount of time, a 2nd letter from Knauss & Seaman is sent. (See Attachments 14 & 15 – 9/13/06 Letters from Knauss & Seaman).
- Some of the members present questioned the need for legal expenses.
- Board member, Bus Lahren, commented that the legal expenses would not have been incurred had the parties in question complied with the CC&R's and not gone into default of their contract.

(Board Insert After the Meeting - All of the above points regarding letters and legal expenses were a Board decision and unanimously agreed to be the right course of action).

3. Guidelines for Meeting and Discussions

President Terra established that each voice was of equal value and requested that while a person is speaking that there be no interruptions or "cross fire" comments. A motion was requested that a timeline be placed on each topic to facilitate a timely meeting. It was agreed by the members present that they would be concise in their communications so that a topic was not dragged out.

4. Quorum, Proxy Votes and Voting Procedure Reviewed

- The CC&R's require a 60% quorum present in order for voting to take place. There are currently 43 sold lots (some members own multiple lots). 60% = 26. There were 22 lot owners present representing 25 total lots – 3 members own 2 lots each – plus 14 proxies = 39 total votes.
- Each lot = 1 vote (those who are with their significant others still have 1 vote)
- President Terra then reviewed who were designated proxies and what total number of votes they represented
- When voting everyone was instructed to raise their hand and # of fingers indicating the total number of votes they represented to facilitate counting

5. Review of October 12, 2005 Minutes & Motion for Acceptance

It was brought up by one member that there was a discrepancy in last years minutes regarding balloting of officers and this was noted. The minutes were then approved.

6. Treasury Report

- President Terra noted that elected treasurer; Lynne Cassella-Blackburn had stepped down from her position in September 2006. In her place, the Board temporarily appointed Tom Higgins from Lot #4.
- Terra thanked Tom for stepping in and converting the HOA's accounting system from Excel to Quicken. (See Attachment 16 – Treasurer Report).
- Questions came up regarding reference to work done on "HOA planters". It was clarified that these are the four planters that extend out into the parking area in front of the Multi-Family units and are owned and maintained by the HOA vs. the Multi-Family unit owners. It was requested the memo descriptions be changed to reflect that.
- Some members questioned what authority the President had to expend money in the amount as indicated for legal.

- Board member Bus Lahren stated that the Board needs to have flexibility in spending certain amounts of money. The legal expenses were a Board decision.
- The report was further reviewed by members and approved.
- One member requested we develop a yearly budget based on past expenditures. It was so noted and suggested that whoever is elected treasurer for 2006-2007 do so.
- The total expenditures for 2003-2004 (\$6293.77) and 2004-2005 (\$5,837.51) were provided and compared to 2005-2006 (\$5,691.02) indicated that 2006 was lower than the two previous years.

(Board Insert After the Meeting: Prior to this mailing going out, September's Bank Statement was reconciled to the report and the memo column portion of the expenditures for planters was corrected. Attachment 16 reflects those changes).

7. Request for Additional New Business from the Floor

1. Parking – Robert and Rian Hossack (New Amendment – See #9 of Agenda Item #10)
2. "Gang" mail boxes – Charlie Hough (To be discussed in Item #12 of the Agenda)

8. Joe Campbell Report

- Final acceptance of Phase 1 by the City of Port Townsend has not been completed as yet. Joe is working on completing this process and finishing other items of business with the City.
- Phase 3 – The roads are in and asphalted as of the day of our meeting, Oct. 10th. The extension of the trail running through the Phase 3 Open Space was completed as well except for the trail between Lots 53 & 54. The asphalt company needs to come back and finish it.
- The trail running along Lot #25 has been resurfaced with gravel leaving the trail along Lot #1 yet to be resurfaced.
- The City is requiring Joe to install trail guards at the opening of each trail. Joe will be installing these in such a way so bicycles and pedestrians can get through them but no vehicles. The City, Joe, and HOA President will have keys. Joe says that the guards can be opened for occasional use i.e. when a property owner needs to access the back side of their property for special needs. Joe will keep construction traffic down to a minimum.
- Removal of Trees – Joe shared that the City is requiring a certain number of trees have to remain in Lynnesfield and if any are removed (other than what has to be taken out for the construction of a home) then Joe has to replace it. He will probably end up planting trees in the Open Space area of Phase 3 to meet the tree quota by the time Phase 3 is completed. Especially since there are so many Madrona trees located on designated lots in Phase 3. President Terra shared that while attending a City Land Development meeting along with Joe and former President, Dyrk Lansdon, the City is making it the Boards responsibility to oversee the trees in the current open space areas and along the trails. If a tree is to be removed for any reason, the City is

requiring a letter be submitted explaining why the tree is to be removed and only those trees they approve may be taken out.

- Emergency Exist Road – The site for the road is between Lot #60 and MF #8. There are plans for a group of homes to be built up the hill from Lynnesfield and if it goes through then there will be additional roads built to take traffic out of the area in which case Joe would not have to build one.

9. Neighborhood Watch

- This is business left over from last years HOA meeting. A sign-up sheet was circulated and those interested in participating in the "Neighborhood Watch" placed an x by their name/names.

10. CC&R's – Amendments and New Additions

- President Terra read the following definition of CC&R's provided by Lynnesfield's lawyer:

"The CC&R's are a covenant between the individual property owners in Lynnesfield and the homeowners as a group, represented through the homeowner's association. A covenant is similar to a contract in the sense that individual property owners have agreed amongst the collective property owner's to do certain things, or refrain from doing certain things.

There are essentially two kinds of covenants; real covenants (at law) and equitable covenants (in equity). A real covenant must have some basic elements: (1) the covenant must be enforceable as a contract between the original parties; (2) the covenant must "touch and concern" real property which burdens one or more parcels and benefits another or more parcels; (3) there must have been an intent to bind successor property owners (4) there must be privities of estate both horizontally and vertically.

Lynnesfield Planned Unit Development's covenants were filed August 2, 1996 in the Jefferson County Auditor's Office, Volume 557, and Page 372. By the mere fact that Joe Campbell filed the covenants in the County Auditor's office, each purchaser is deemed to have notice of the covenants. These covenants are enforceable as real covenants (at law).

The remedy for enforcement of a covenant at law is money damages. The remedy for enforcement of a covenant in equity is an injunction."

- As a Board, part of their job is to oversee and ensure the current CC&R's are complied with
- The Board can not create new ones without bringing them before the membership for discussion and voting
- The submitted amendments and additions were based on complaints/concerns various property owners made to the Board over the course of the last 12 months i.e. what can be done about....can so-and-so do that?
- The Board divided up the issues and each was researched i.e. internet, speaking with various city departments etc.

- The Board, then reviewed the research, wrote them up incorporating as much language as possible to cover all possibilities and then mailed them out ahead of the meeting for the memberships review
- In the past, issues like these were brought up at the meeting where a great deal of heated discussion took place and ended without much resolve
- It was unanimously decided to provide all members with **(1) original language of each current amendment, (2) proposed amendments mailed, and (3) proposed revisions voted on at the association meeting.**
- It was further passed to submit this revised document to the entire membership by mail so all members could vote directly on the issues, rather than the use of proxies.
- Since all amendments or additions were to be voted on by mail, no one amendment or addition could be voted in or out at the meeting

1. Article III – Section 3 – Subsection 14 – Landscaping

This Subsection came up for review based on:

- Complaints submitted to the Board about a particular home that had not been landscaped for over 2 years
- Certain homes in Phase 1 yards had hardly anything done and neighboring home owners felt it brought their property value down
- Certain homes whose back yards face public trails consisted of weeds which have taken over – not only “eye sore” but a fire hazard concern as well
- The reference to 10” in the revision is based on Article 1 – Section 3 which was added 8/27/02 and governs empty lots

Bare units (lots) shall have growth (grass, etc. no higher than 10” above the ground surface. Developed unit yards (lawns and flower beds) shall be maintained with best appearance in conformance with the common standards of the PUD.

(1) Current Landscaping Version

Landscaping shall be of a residential character. Landscaping shall incorporate drought-tolerant native plants to the extent possible.

(2) Proposed Landscaping Revision

Landscaping of the street side of the property owners yard is required. Street side landscaping of each new residence must be completed within nine (9) months of closing date. Ground cover may be bark chips, gravel, grass, or other ground cover plants. Ivy is highly discouraged as it is invasive and any property owner using ivy would be responsible for correcting invasive growth into a neighboring property. Native plants are encouraged when choosing shrubs, trees, and flowers for landscaping. Homeowners are encouraged to landscape all sides of their property, especially land adjacent to the public trails. If back yards are to remain natural, then debris (i.e. fallen trees, branches, construction material etc.) must be cleared from the property and weed growth is not to exceed 10” above the ground surface. Invasive weeds must be kept trimmed down (i.e. but not limited to Thistle) in order to prevent seed dispersal. Failure to maintain yards and landscaping in an acceptable condition will result in the Board choosing to contract to have the work performed and billing the

homeowner for all related costs. Payment of bill is subject to Article VI, Section 2.

(3) HOA Meeting Landscaping Revision for Ballot

Landscaping of the street side of the property owners yard is required. Street side landscaping of each new residence must be completed within twelve (12) months of closing date.

2. Article III – Section 12 – Timeline for Construction

This Subsection came up for review based on:

- Complaints about homes being occupied for almost a year before they were painted
- Current CC&R has 6 months and some felt it needed to be extended to 8 months
- Assessment based on avoiding a project staying in a state of under construction indefinitely – consequences

(1) Current Construction Version

All buildings and structures shall be completely enclosed and exteriors shall have a finished appearance within 6 months time from the date of commencement of construction thereof.

(2) Proposed Construction Revision

All new construction of dwellings shall be completed within eight (8) months of the building permit. This includes exterior paint and trim. (Color is per Article III, Section 3, Subsection 12 and colors are to be submitted to the Paint Committee for approval). If new construction is not completed within the designated time frame, the owner will be assessed at the amount of \$100 per day until the construction is completed. If the property owner neglects to pay the assessed amount, a lien will be placed against the property by the HOA as per Article VI, Section 2.

(3) HOA Meeting Construction Revision for Ballot

All new construction of dwellings shall be completed within twelve (12) months of the building permit. This includes exterior paint and trim. (Color is per Article III, Section 3, Subsection 12 and colors are to be submitted to the Paint Committee for approval).

3. Article VI – Section 2 – Enforcement

- Based on the definition read at the beginning of this section, adding the word "covenant" was for clarity
- Discussion by some of the members present felt the current wording was OK as it is.
- Since it was determined earlier that no amendment or addition could be voted in our out, this one is to remain on the ballot for mail-in voting

(1) Current Enforcement Version

The Association or any Owner shall have the right to enforce, by any legal proceeding, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The City of Port Townsend shall have the right to impose any appropriate liens on properties and/or seek reimbursement against the reserve maintenance account.

(2) Proposed Enforcement Revision

The Homeowner's Association is governed by RCW 64.38 et. seq. (Running Covenant with Land). An Association, it is an independent legal entity and has the powers enumerated in the statute and the bylaws. The CC&R's represent a covenant and a contract between the individual property owners and the Association. Any violation of the CC&R's by an owner is considered a breach of covenant and contract and the association has the ability to sue them for specific performance (i.e. compliance with the CC&R's). If a Judge does not award the Association specific performance against the property owner, the Association has the option of obtaining money damages for a breach of contract. The Association may place a lien against the real property to realize the judgment.

Resolution: When the Association is required to take any legal action to enforce the CC&R's against a property owner (i.e., member), and the Association prevails in its action, all costs/fees associated with that action will be paid by the owner who committed the offense. If they do not pay the fees, a lien for the amount of the action will be placed against their property.

(3) HOA Meeting Enforcement Revision for Ballot – keep as stated above

4. New Article III – Section 18 – ADU Parking

This Subsection came up for review based on:

- Impact that future additional automobiles will have on Lynnesfield parking
- Currently 25% of the homes on Holcomb have ADU's
- ADU's were not a part of the original plan and were not added until July 2004
- As Phase 3 construction begins and additional ADU's are built, this will add to the parking situation and additional space needs to be provided by the property owner
- Discussion by some of the members questioned whether or not the HOA had jurisdiction over this since the City did not require it.
- President Terra read the following paragraph from letters written by Kenneth Clow, Public Works Director for the City of Port Townsend (**See Attachment 17 & 18 – Letters dated 8/23/06**):

“...private agreements (like the ones in the Lynnesfield CCRs) that purport to affect use of property (including public property) are not within the City's authority or jurisdiction to enforce. The City does not enforce private agreements or CCRs....Likewise, since any private agreement or covenant does not bind or affect the City (unless we are a party to the agreement), the

City isn't in a position to question or challenge the private agreement....Any dispute over these restrictions would have to be dealt with directly by the Homeowner's Association and those residents who are subject to the Association's CCRs."

- It was further disputed that once the streets within Lynnesfield are turned over to the City that Lynnesfield's CC&R's pertaining to parking matters are null and void and fall under the City's jurisdiction.
- The proposed Section 18 was not edited by the members present and remains intact as presented.

Board Insert After the Meeting: President Terra telephoned Kenneth Clow, on Friday, October 13th (3 days after the meeting) and specifically asked for clarification regarding, "What happens when the streets are turned over to the City? Who has jurisdiction with regards to parking at that time?" Ken Clow, once again referred to his letters of August 23rd and said, "*It is up to the HOA to enforce the usage of the right-of-ways based on the mechanisms they have in place, even when the streets are turned over.*" It is like a layer cake. The land the asphalt street sits upon belongs to the Lynnesfield HOA including the right-of-way land between the edge of the street and the property owner's lot lines. Once the "streets are turned over" the maintenance of the asphalt street belongs to the City, however, the land does not. It remains Lynnesfield HOA property and therefore the "*use of property (including public property) are not within the City's authority or jurisdiction to enforce*".

(1) No Current ADU Parking

(2) Proposed NEW Article III, Section 18 – ADU Parking (Accessory Dwelling Units)

Property owners whose units contain an Accessory Dwelling Unit must provide parking for the ADU occupant(s) vehicle(s). Provision is to consist of off-street parking on concrete, asphalt surface or in an attached garage.

(3) HOA Meeting ADU Revision for Ballot – keep as stated above #2

5. New Article III – Section 19 – Exterior Home Maintenance

- Several complaints had been received with regards to the previous owners of Lot #60 and the condition of the cedar shingles.
- This served as impetus to create Section 19
- The timelines were provided by the manufacturers of the material and is their recommendations
- Recognize that each home will weather differently depending on exposure, original paint job etc.

(1) No current Exterior Home Maintenance

(2) Proposed NEW Article III – Section 19 - Exterior Home Maintenance

Cedar Siding – Stained units (solid color or transparent) are to be re-stained every 4 years. If Cabot stain is used, re-staining may not be necessary for 10-15 years. NOTE: Cedar siding / trim must be properly prepared prior to staining if mildew/fungus has had an opportunity to start.

Hardy-Plank Siding – Good paint job should last 7-10 years. The amount of sun and weather exposure will affect each home differently.

When a home's siding/trim has become "unsightly" as deemed by the Board and/or Special Committee, then a notice will be sent to the property owner and the unit in question is to be re-painted / re-stained within a timely manner (depending on time of year and current weather conditions).

(3) HOA Meeting Exterior Home Maintenance Revision for Ballot

When a home's siding/trim has become "unsightly" as deemed by the Board and/or Special Committee, then a notice will be sent to the property owner and the unit in question is to be re-painted / re-stained within a timely manner (depending on time of year and current weather conditions).

6. New Article III – Section 20 – Safe Usage of Streets

- There have been several complaints about skateboard noise, building of jump ramps in driveways and on the road
- Skateboarders traveling down Holcomb St. hill sitting down on their boards at very high speeds – and without helmets
- John Watts said the City does not have specific guidelines and went on to say that as a HOA, we can put into effect whatever we want even on city streets
- Joe Campbell, developer, requested the word "trails" be added along with streets
- Membership present agreed. The only change is the addition of the word "trail"

(1) No current Safe Usage of Streets

(2) Proposed NEW Article III – Section 20 – Safe Usage of Streets

To ensure safe usage of all streets within the Lynnesfield HOA, skateboarding, roller-skates, rollerblades, bicycling and other multi-wheeled devices are considered "vehicles of transportation" and as such are governed by the same guidelines as all road vehicles. Jump ramps are not permitted on any streets or driveways; racing at speeds in excess of the posted 25 mph is not allowed; and slowing down for safe passage through intersections is required. Parents / Legal Guardians of Minors are responsible for any damages / injuries incurred by or as a result of said minor not complying.

(3) HOA Meeting Safe Usage of Streets and Trails Revision for Ballot

To ensure safe usage of all streets and trails within the Lynnesfield HOA, skateboarding, roller-skates, rollerblades, bicycling and other multi-wheeled devices are considered "vehicles of transportation" and as such are governed

by the same guidelines as all road vehicles. Jump ramps are not permitted on any streets, trails or driveways; racing at speeds in excess of the posted 25 mph is not allowed; and slowing down for safe passage through intersections is required. Parents / Legal Guardians of Minors are responsible for any damages / injuries incurred by or as a result of said minor not complying.

7. New Article III – Section 21 – Storage

- The wording from this one came from the HOA attorney and was modeled after a provision in Port Ludlow's CC&R's
- Some homeowners were placing their trashcans and recycle bins either by their front door or on their porch
- Needless to say, that brought about several interesting complaints and comments
- Right now, there is a particular situation where the storage of wood, ladders, and trailer are in full view of many home owners
- Members present voted to accept the wording as is

(1) No current Storage

(2) Proposed NEW Article III – Section 21 – Storage

Neighborhood appearance is important to maintain. Therefore (including but not limited to) Boats, RV's, Campers, Trailers (of any size), Trash cans and Recycle bins, Wood, Ladders, etc. shall be screened from view from adjoining street(s) or public trail(s) to the owner's property. In situations where said items cannot be screened from view by placing behind the residence, then it is the responsibility of the homeowner to provide screening in such a manner that is not inconsistent with other provisions of these CC & R's. The materials used for the screening shall be approved by the (Board, Committee etc.) so as to ensure consistency with the general development scheme of the Lynnesfield Homeowner's Association.

(3) HOA Meeting Storage Revision for Ballot – keep as stated above #2

8. New Article III – Section 22 – Tool and Garden Sheds

- Currently, there are two properties with tool and garden sheds and they have been tastefully done
- Board was approached by a homeowner who is wanting to build a shed on their property and noticed that there was no guidelines for it
- Insures continuation of quality and ensures consistency with the development scheme of Lynnesfield
- This proposal follows the same building guidelines as stated in Article III – Section 10:
 - Aluminum, vinyl, T-111, metal, and stucco siding shall be prohibited. The recommended standard shall be cedar shingles, wood siding or Hardy Plank siding.
- It was asked if wood flooring could be used. That served no problem.

- It was also determined that the construction of the tool and garden shed did not need to match the same material as the home as long as it was painted to match.

(1) No Current Tool and Garden Sheds

(2) Proposed NEW Article III – Section 22 – Tool and Garden Sheds

Tool and garden sheds are to be constructed of the same materials as the dwelling of the property they are located on i.e. cedar siding, Hardy-plank or similar material and stained or painted to match the dwelling. Flooring can be a cement pad, block, or gravel. No aluminum, vinyl, T-III, metal or stucco siding is allowed. Sheds can not be nearer than five (5) feet to any side lot line. These are for the usage of storage and are not to be used as a dwelling unit.

(3) HOA Meeting Tool and garden Sheds Revision for Ballot

Tool and garden sheds are to be constructed of cedar shingles, wood siding, or Hardy Plank siding and stained or painted to match the dwelling of the property they are located on. Flooring can be a cement pad, block, gravel, or wood. No aluminum, vinyl, T-III, metal or stucco siding is allowed. Sheds can not be nearer than five (5) feet to any side lot line. These are for the usage of storage and are not to be used as a dwelling unit.

9. Amendments and Additions from the Floor – Parking

- A proposed revision to Article III – Section 11 – Vehicle Parking was submitted by Charlie Hough and Robert and Rian Hossack (see below).
- There was discussion about the usage of the right-a-way along Holcomb St. for parking.
- Charlie Hough said the current CC&R parking guidelines would not be in effect once the streets were turned over to the City
- (Please refer to item #4, page 9, above – ADU Parking – where this topic has already been explained in full). To review:

Board Insert After the Meeting: President Terra telephoned Kenneth Clow, on Friday, October 13th (3 days after the meeting) and specifically asked for clarification regarding, “What happens when the streets are turned over to the City? Who has jurisdiction with regards to parking at that time?” Ken Clow, once again referred to his letters of August 23rd and said, *“It is up to the HOA to enforce the usage of the right-of-ways based on the mechanisms they have in place, even when the streets are turned over.”* It is like a layer cake. The land the asphalt street sits upon belongs to the Lynnesfield HOA including the right-of-way land between the edge of the street and the property owner’s lot lines. Once the “streets are turned over” the maintenance of the asphalt street belongs to the City, however, the land does not. It remains Lynnesfield HOA property and therefore the *“use of property (including public property) are not within the City’s authority or jurisdiction to enforce”*.

- It was determined at the meeting that the proposed revision would go to committee and be re-submitted to the Board.
- The committee consisted of Troy Fruitiger, Robert and Rian Hossack, and M. ?.
- It was further agreed that the mailing of the ballot would wait until the committee had an opportunity to re-submit
- A motion was passed to stop any fines over parking until this is settled.

(1) Current – Article III – Section 11 – Vehicle Parking

Vehicles (except automobiles), boats, trailers, etc. shall be garaged or parked behind single-family residences on a driveway or in a suitable paved or gravel surface. Automobiles shall be parked on a lot in a driveway or garage. No automobiles or other vehicles of any type shall be parked or stored nearer than 5' to any side lot line.

Board Insert: The below is the revised proposed parking amendment submitted by parking committee members, Troy Fruitiger, Robert and Rian Hossack, and M. ?*. It has been typed exactly as submitted. Where there are typo's the initials – sic – have been inserted which is an editing term used to designate the text is intact as submitted.

(2) Proposed Parking Revision

“Vehicles, boats, trailers, ect. (sic) Shall be garaged or parked on a driveway or in a suitable paved or gravel surface. Automobiles shall be parked (sic) a suitable paved or gravel surface. This includes the driveway, garage, or the public Right-of-way in front of the residence.”

After submission, the Board met to review the proposed revision and felt there were several issues the HOA membership needs to take into consideration on this matter:

1. The parking options for Holcomb, Jackman, and Hill in Phase 1 & 2 are totally different from one another. Phase 3 of Hill and Jackman will be different from Phase 1 & 2.
2. There is insufficient # of parking spaces in front of the Multi-Family units and there are times when the overflow parking of automobiles from visitors and guests has to park on the grassy area across the street (shoulder area of park). Based on the above proposal, this would not be allowed as currently stated.
3. Neither Jackman nor Holcomb have sidewalks (whereas Hill St. does). Pedestrians are forced to walk on the street. When vehicles approach, they have to step into the right-of-way area for safety. By providing on-going parking, it limits where pedestrians including children can go for safety. This especially becomes a problem during the shorter day-light hours of the autumn and winter.

4. Since it has been established from prior information provided by Ken Clow that City parking regulations do not apply to Lynnesfield, a time limit needs to be included before an automobile needs to be moved to avoid an automobile not being moved for months.
5. What about automobiles that are someone's "work in progress" project?
6. Requirement that parked automobiles be legally licensed
7. Define automobile. Can a trucker be allowed to park their Rig in front of a residence?
8. The proposed revision above allows for boats, trailers, vehicles etc. to be parked in a driveway of any residence.
9. Some members residing on the south end of Holcomb have cited several "near miss" accidents when traveling up 40th street off Jackman and turning left onto Holcomb. Automobiles parked in front of Lot #19 create a blind spot.

The Board is submitting the following for the ballot. The purpose of the added wording is to provide clarification.

(3) Proposed Parking Amendment to Article III – Section 11.

Vehicles (except automobiles), boats, trailers, etc. shall be garaged or parked behind single-family residences on a driveway or in a suitable paved or gravel surface. Automobiles shall be parked on a lot in a driveway or garage. No automobiles or other vehicles of any type shall be parked or stored nearer than 5' to any side lot line.

(Adding):

Right-of-way land provided in front of homes located on Holcomb St. and Phase 3 of Jackman and Hill Streets can be used by residents for parallel parking of automobiles* during the day. For safe passage, all automobiles* must be clear of the asphalt street. Resident automobiles* are to be parked overnight on the lot owner's driveway or in the garage. Guests may park in this area at any time.

Apartment overflow parking is allowed on the right-of-way portion of Hill Street in Phase 1.

At no time is parking on the asphalt street permitted anywhere in Lynnesfield.

(*Automobiles are defined as passenger carrying vehicles and does not include commercial or City and County owned vehicles. They are to be in operable condition with current licensing.)

10. New Business – Gang Mail Boxes

- o Charlie Hough suggested we consider "gang boxes" for mail, to replace existing mail boxes in order to provide greater security from mail theft.
- o A motion was made to table this item until additional research can be done by Charlie as to actual costs, and how costs would be allocated to individual members.

Board Insert After the Meeting - Updates

(Reference **Attachments Letters 6, 7, 8, 9, 10 12, 13, 14, 15, 19, 20, 21**)

- Lockwood's (Attachment #7) communicated to their tenants about the parking and the tenants said they totally understood and would inform their guests not to park on the street. They were going to look into using space at the fairgrounds for their parties.
- Dan Huynh (Attachment #8) moved his police car after receiving the 2nd letter and parks it up by his garage.
- The Price's (Attachment #6) made immediate changes and park either in their garage or driveway.
- Campbell (Attachment #6) – his driveway was asphalted on October 10th and he now parks on his driveway. (Attachment #10) – Lot #1 – the weeds have been cut down and the lot cleaned up. (Attachment #10) – Lot #25 – Front yard was cleaned up and is currently being prepared for landscaping.
- Hossack's (Attachments 6, 9, 12, 14, 19) – after speaking with Lynnesfield's lawyer on September 13th, they moved their automobile to their driveway. Since the HOA meeting, their overnight parking is back in front of their home.
- Fruitiger (Attachments 6, 13, 19) – complied and since HOA meeting now parks back in front of his home.
- Cassella-Blackburn's (Attachments 4 & 5, 21) – the City has come out to review the usage of public and city land for any infractions and will be in contact with them directly. The Board has not heard of any recent infractions regarding the horses on Lynnesfield property until Saturday, October 21, 2006 when one of their horses was seen grazing on their property.
- Since concerns were raised at the HOA meeting about additional legal fees the current Board is opting to wait until after the elections to determine what further course of action to take. The question remains, when a member is clearly in breach of their contract what course of action is the Board to take to assure the CC&R's are complied with and protect the entire HOA's membership interests? What message is being delivered to either ignore or look away when there is a reoccurring infraction after sufficient communication has taken place - regarding any of the CC&R's?

12. Election of Officers...The following names were read and approved at the meeting.

	<u>Incumbent</u>	<u>Nominations</u>
President	Terra Farrar	Charlie Hough
Vice President		Bob Kampmann
Treasurer	Tom Higgins	Rian Hossack
Secretary		Ginny King
Members at Large (up to 3)	Jerry Johnson Bus & Zelda (Apt. Reps) (count as 1 seat on the board)	Kenny Speer

- The election of officers are to be included on the mail-in ballot
- A volunteer committee was formed: Charlie Aldrich, Lee Maddock, and Bob Kampmann.

Board Insert After the Meeting: Since Bob Kampmann is a board candidate, he was contacted after the meeting and replaced with Megan Price. Ballots are to be mailed to Lee Maddock, who will contact the committee members and make arrangements for counting the ballots. The mail-in address information is on the ballots along with the due date. Once the votes are tabulated, the elected President will mail out the results of the elections and the amendments/additions to the CC&R's to the HOA membership.

The meeting was adjourned at 10:00 p.m.

Respectfully,

Zelda Kennedy* Temporary Secretary

cc: Shane Seaman, Attorney at Law
Joe Campbell, Developer
US Bank – Lynnesfield HOA File (requirement)

* The minutes were constructed from Zelda's notes and those notes of other Board members