Park East Square Homeowners Association

October MEETING MINUTES

October 13th 2026 (via Zoom)

Call to Order

The monthly Board meeting was called to order at 7:11. A quorum of the Board was present.

1. Call to Order, Attendance, and Quorum

The meeting was called to order at 7:11 p.m. Steve reviewed meeting procedures, including the policy regarding recordings, and addressed technical issues affecting participants' audio and connections.

A quorum was announced. Board members identified as present included Steve Haymes, President; Rene Sotola, Vice President; Roxanne Royce, Secretary; Christiane Board Director; and Mark Treasurer. Attendees included: Karen Fraser; David Longnecker; Bill Hackman; Paula Blum (1179B); Creole 4160A; Scott Ellis; Lois Bennett; Steve; Norman Luwark; Mark Dorsee; Greg Butt; Holly Warren; JP 1169; Ann Tap; Erin Rovich; Janet Rovich (1141); Pat Josle (4150 D); Milton, Terese Spears; Marissa Swola; David Luchetti; Sara Gese; R Milton (4500) Cindy Hose; Erin Revich; Marsha Swoboda; Norman Lowery; Ann Tapp; Bill Hackman; DL; Gesel; Greg Butt; Holly Winton; Candyce Gusafin; Janet's phone (?); JP (1169D); Marty Michel; Mary Newell; Andy Neff; Pat Jeske; Paula Blum (1179B); R Mitton (4150D); Scott Ellis; Steve Honly; M McMillan; Bill Gibxon

2. Acknowledgment of Executive-Session Timing

Steve acknowledged that the Board had made a timing error by conducting an executive session before the open meeting rather than at the end. Steve explained that the order had been changed to accommodate the availability of the Association's attorney, Jessica, and insurance agent, Ella Washington.

The executive-session topics were described generally as involving the special assessment, the meeting, ballots, and proxies. Jessica agreed that this was an appropriate general description.

3. Insurance Presentation by Ella Washington

Ella Washington, the Association's insurance agent, discussed the Association's wind and hail coverage, individual homeowners' loss-assessment coverage, and considerations related to the proposed roofing project.

Association policy and deductible

Ella stated that the Association's policy carried a 5% wind and hail deductible, which she estimated at approximately $3.2 million based on the insured structures. She indicated that the anticipated roof damage was below the deductible and advised that filing a claim that would not produce a payment could affect future premiums or insurance availability.

She discussed the importance of documenting the damage and providing homeowners with accurate information about the proposed special assessment and potential insurance claims.

Individual loss-assessment coverage

Ella explained that individual HO-6 policies differ in their terms, coverage limits, deductibles, exclusions, and requirements for establishing the date of loss. Some policies may use the date of the storm, while others may use the date on which a special assessment is formally approved. She also noted that some policies may impose a one-year claim deadline.

Homeowners were encouraged to consult their individual insurance agents about the specific language of their policies, including wind and hail coverage, loss-assessment limits, deductibles, and any applicable deadlines.

Ella explained that some policies may have separate or lower limits for wind and hail loss assessments than for other types of loss assessments. Whether an insurer pays an entire eligible assessment or only a portion depends on the policy terms and applicable limits.

Wind events and timing

The discussion identified wind events occurring December 17–19, 2025, and March 12–14, 2026, as possible dates relevant to the roof damage. A participant with approximately 18 years of experience in the wind-energy field stated that the December event was when most of the damage occurred.

The Board discussed the importance of determining the applicable date of loss for individual homeowners' insurance claims. No determination was made during this discussion regarding coverage under any individual policy.

Roof replacement and potential insurance benefits

Ella stated that replacing all roofs at the same time could potentially improve the Association's position when negotiating future insurance terms. She mentioned that a deductible reduction from 5% to 3% might be possible, but she did not guarantee that the Association would receive this change or a lower premium.

She cautioned the Board against undertaking additional work solely in anticipation of insurance savings. She emphasized that the priority was to address the roof damage and prevent water intrusion.

Ella also discussed the circumstances of homeowners who had changed insurance carriers or purchased units after the wind events. The applicable coverage would depend on the individual policy and the relevant date of loss.

Overlay versus full roof replacement

The Board discussed whether to overlay the existing roof decking or remove and replace it. Participants clarified that the roofing vendors and engineer had discussed installing new roofing material over the existing decking, with defective sections replaced as necessary. Full replacement would involve removing the existing decking and replacing it throughout.

Ella stated that underwriters generally do not scrutinize the distinction between overlay and full replacement closely. However, new underlayment and shingles might provide an opportunity to negotiate more favorable insurance terms. She reiterated that such benefits were not guaranteed.

No final decision on overlay versus full replacement was reached during this discussion.

Underlying materials and potential loss-assessment claims

Alice asked whether an HO-6 insurer might reject or limit reimbursement for a special assessment if the roofing project included replacement of underlayment or other materials that were not directly damaged by wind.

Ella stated that, in her view, if shingles were removed and underlying materials were found to be rotten, replacement of those materials could be included when necessary to

complete the roof replacement. She explained that wind-damaged shingles could permit water intrusion, potentially contributing to underlying damage. Her comments represented her professional view and were not a guarantee of coverage under individual policies.

Alice also asked whether homeowners whose own buildings did not show visible damage could receive reimbursement for an assessment used to fund work on other buildings. Ella explained that, under her understanding of the Association's declarations, the assessment would be allocated equally among the 220 units regardless of whether each individual building had sustained visible damage. She expressed the view that eligible assessments could be covered under individual policies, subject to their terms and limits.

Structural engineer's report and wear-and-tear findings

Greg asked whether a structural engineer's report posted on the Association website, which characterized certain underlying material issues as wear and tear, could affect insurance coverage.

Ella said that the report could affect a claim and cautioned against including costs that were not covered or misrepresenting the nature of the damage.

Jessica explained that work reasonably and necessarily required to repair storm damage could potentially be included even if some underlying materials also exhibited wear and tear. She recommended using the engineer's report and other documentation to explain truthfully why the work was necessary.

Homeowner questions about partial reimbursement

Casselle asked whether a loss-assessment claim could be paid partially rather than being accepted or rejected in its entirety.

Ella explained that payment depends on the policy language. She cited examples of wind and hail exclusions, lower wind and hail sublimits, and policies that pay eligible amounts up to a stated limit subject to a deductible. She recommended that homeowners ask their individual agents about their wind and hail coverage, loss-assessment limits, and deductibles. Ella noted that her educational letter had been posted on the Association website.

Timing and content of the Association's insurance letter

A participant asked when the letter being prepared by Jessica, with input from Ella as needed, would be available for homeowners to provide to their insurance agents.

Ella and Jessica indicated that the formal loss-assessment letter should not be issued until after the special assessment had been approved. Ella described situations in which preliminary letters had caused confusion and homeowners had filed claims before an assessment was formally approved. She cautioned that a resulting payment could raise concerns about insurance fraud, even where no fraud was intended.

The discussion emphasized the importance of accurate information and documentation. Homeowners could ask their agents general questions before the Association issued the formal letter.

Karen asked whether simply contacting an insurance agent to inquire about a potential loss-assessment claim could increase premiums or jeopardize coverage. Ella said that a homeowner who clearly stated that the call was for general questions and was not intended to open a claim should not experience a rate increase merely from making that inquiry. However, she could not predict whether an actual claim would result in a premium increase, cancellation, or nonrenewal, as insurers have different underwriting practices and claim histories may affect their decisions.

Ella recommended that homeowners ask their agents directly about the potential consequences of filing a loss-assessment claim.

Holly asked whether the attorney could prepare a draft letter, clearly marked as a draft, for preliminary discussions with insurance agents. Participants recalled Jessica's caution against providing a formal loss-assessment letter before the assessment was approved. No decision was made to prepare or distribute a draft loss-assessment letter.

Steve noted that a separate notice concerning the proposed special-assessment vote would provide information that homeowners could share with their agents. The formal loss-assessment letter would follow approval of the assessment by the required vote.

Ella and Jessica then concluded their participation in the meeting.

4. Approval of Previous Board Meeting Minutes

After the insurance presentation, the Board returned to its regular meeting agenda and considered approval of the previous meeting minutes.

Steve asked whether Board members had reviewed the minutes and whether any corrections were needed. No corrections were offered.

A motion was made to approve the September minutes as written. The motion was seconded. All participating Board members voted in favor, and the September minutes were declared approved.

5. Ratification of Architectural Control Decisions

The Board reviewed four architectural control applications:

- Radon fan application for Unit 1160C.
- Air-conditioning application for Unit 4264D.

- Exterior door application for Unit 4274C.
- Radon fan application for Unit 4264C.

Regarding Unit 4264C, Steve initially reported having received no responses by 4:00 p.m. on the day of the deadline. Other Board members stated that they had submitted their responses later in the day. Steve confirmed receiving three responses and indicated that the application had sufficient approval to proceed.

A motion was made to ratify the four architectural control applications. The motion was seconded, and the participating Board members voted in favor. Steve declared the applications ratified and approved.

6. Homeowner Comment Period

Steve invited homeowners to speak, requested that speakers state their names and unit numbers, and indicated that speakers should limit their comments to three minutes. Homeowners were advised that subjects scheduled for later in the agenda could be addressed at that time.

Request to address motions earlier in the meeting

Roxanne proposed moving certain motions to an earlier point in the meeting rather than waiting until the end. Roxanne explained that it is permitted to present a motion at any time during a meeting. Additionally, it is permissible to vote on changing the order of the agenda. She asked Steve to point to the section in the Governing Documents which prohibits such a move. Steve ignored the request and directed the meeting to continue according to the existing agenda. No motion to amend the agenda was formally adopted during this exchange.

Question about roof leaks and decking

Mary McMillan asked for clarification of Ella's earlier explanation of how wind damage could result in a leaking roof.

Participants explained that wind could lift or displace shingles, exposing the decking to the elements and potentially allowing water intrusion. They also stated that the decking needed to be in suitable condition before new shingles were installed and that rotten or delaminated sections needed to be addressed. A participant stated that this work was included in the roofing bids.

Mary thanked the participants for the clarification.

Request for a draft insurance letter

Holly asked whether the attorney could prepare a draft letter for homeowners to take to their insurance agents before the special-assessment vote. Roxanne explained that a loss-assessment letter should not be presented as evidence of an approved assessment before the required vote had occurred. She elaborated - anything submitted to the insurance carrier before an official vote of the community could result in a payout from the insurance company which in turn could be perceived as insurance fraud. Holly questioned whether the earlier homeowner survey should have asked about insurance reimbursement before homeowners had sufficient information to consult their agents. Steve responded that the forthcoming notice would provide additional information.

Questions about notice and voting dates

Greg asked about the timing of the first notice and the voting process. He referred to December 17, 2025, as the date of the first wind event and asked about the 30-day notice period and the possibility of a second vote if quorum was not achieved.

Karen suggested that the questions be addressed under the later agenda item concerning the special-assessment vote. Steve agreed to defer the discussion until that agenda item.

Participants briefly discussed preparing and mailing the notice, but no final mailing date or voting date was established in this exchange.

7. Facilities Manager's Maintenance Report

Brent presented the facilities and maintenance report. Pool and irrigation. Brent reported that the pool had been winterized and covered for the winter. Irrigation maintenance was continuing. He reported that a main water-pressure leak had been repaired the previous week. The Association planned to obtain a compressor and begin blowing out the irrigation system on the following Monday, with the process expected to take several days.

D-unit stairs and deck railings: Brent reported that three D-unit deck railings had been rebuilt during the preceding weeks, at buildings or locations identified as 4300, 1130, and 1189.

The Association was awaiting a permit for a set of stairs at 4140. Once the permit was received, the stairs would be rebuilt. Brent stated that this would complete the planned stair and deck-railing work for the year.

Pressure-reducing valves and main water-gate valves: Brent explained that the Association had been working through the replacement or servicing of pressure-reducing valves. Approximately 12 remained that had not yet been addressed.Three high-pressure locations were scheduled for work, along with main water-gate valves at 1189, 4320, and 4217. The work was scheduled for the following day and Thursday.

Exterior painting

Brent reported that painting at 4227 and 4145 was nearly complete. He described a delay involving the painter but stated that the work was moving forward. The crew was expected to move to 4202 next.

Carports, trash rooms, stairwells, and gutters: Cleaning of carports, trash rooms, and D-unit stairwells was underway. Gutter cleaning had begun in areas with early-falling trees and along bike paths. Brent stated that cleaning across the entire property would begin soon and would be a substantial fall project.

A Board member asked about the customary annual notice concerning removal of garden hoses. Brent responded that the deadline was believed to be October 31 rather than October 1 and confirmed that the notice and process would proceed.

Building 4202 repairs: Brent provided an update on repairs at 4202. During the permitting process, DCS identified cracked jack studs in several carport posts, reportedly resulting from earlier impacts.

The permitting authority required an engineer's drawing and scope of work for the repairs. After examining the structure, the engineer determined that the existing headers had two jack studs each and required an increase to four jack studs per header as part of the modification. Because the headers could not be extended, all four headers would need to be replaced. Brent stated that an engineering scope for shoring and the overall project had been completed and that the necessary permit had been received the previous week. The work was ready to proceed. He estimated that the additional work would cost approximately $13,000, including replacement of the headers and completion of the front of the carport.

8. Administrator's Financial Report

Al presented the financial report as of the end of September.

Cash position and operating expenses: Al reported approximately $109,000 in operating cash and approximately $682,000 in various reserve accounts, for total cash of approximately $791,000. He noted that certain reserve funds were designated for specific purposes, including insurance-related needs. Al stated that year-to-date operating

expenses were approximately $938,000 compared with a budgeted amount of approximately $1.088 million. This placed reported operating expenses approximately $150,000 below budget at that point in the year. He cautioned that timing differences and anticipated expenses during the final quarter could reduce the favorable variance. Brent identified upcoming painting invoices, a substantial plumbing expense, and the additional work at 4202 as costs that would affect the remaining budget.

Interest income and financial review: Al reported year-to-date interest income of approximately $3,750 against an annual budget of $5,000. He expected the final annual interest income to fall below budget, with three months remaining in the year.Al also reported that Dylan Bane, who conducts the Association's financial review, was expected to provide the review shortly. The review had been delayed by other tax, audit, and professional obligations. A participant stated that further analysis was underway to separate operating expenditures from amounts allocated to reserves and to project spending for the final quarter. Those figures were expected to be available the following week.

Discussion of the 2027 budget: Lois asked why discussion of the 2027 budget was not included on the agenda.Steve explained that a preliminary version had been prepared that day and that Al and Mark had begun reviewing projected fourth-quarter expenses and preparing an initial budget draft. The draft would subsequently be circulated to the Board for discussion and refinement. Lois requested that the Board be included in the budget-development process. Participants discussed whether the process should involve the full Board earlier. Karen asked whether the budget would be ready for adoption at the November meeting. Steve confirmed that it would be ready.

9. Roofing Project Website and Communications

Steve directed homeowners to the Association website for information about the roofing project and proposed special assessment. Steve clarified that the website heading should

refer to the roofing “project” rather than “replacement.” The information was accessible through the website’s News section, where a link led to a dedicated page. Additional information would be posted as it became available.

Warning about potential scams: Steve described reports from homeowners who had received emails or text messages from individuals claiming to be attorneys representing the Board or communicating about roofing contractors. Steve expressed concern that the publicly accessible Association website and information about the roofing project could be collected by automated systems and used by scammers to target homeowners. Steve identified the Association’s official email address and communications from Trio as expected sources of official communications, while noting that individual Board members might also respond to inquiries from their personal email accounts. The discussion acknowledged that homeowners, including older residents and owners who did not live on the property, could be vulnerable to fraudulent messages.

10. Roofing Survey Results

Steve reviewed results of a homeowner survey prepared by Christiane and Steve. Steve explained that the survey had been assembled quickly for homeowners who had not attended the September 13 question-and-answer meeting.

Steve thanked homeowners who completed the survey and reported that 90 of the Association’s 220 homeowners had responded, representing approximately 40% of the community.

Overlay versus full replacement. Steve reported that the survey response indicated homeowner support for overlay.

He said that he had initially remained neutral and had waited to submit a survey response until most homeowner responses had been received. After seeing the reported results, he

submitted a response favoring overlay, explaining that the Steve's approach was to consider the community's preferences.

Loss-assessment insurance:

Steve reported that 56 respondents indicated they had loss-assessment insurance and 34 indicated they did not. Steve described this as approximately 62% of respondents having such coverage and stated that the information could help the Board consider payment-plan options.

Steve also stated that the availability of insurance coverage would depend on the terms of individual policies. The survey responses did not establish that every respondent with loss-assessment coverage would be reimbursed.

Upfront payment versus payment plans: Steve reported a split of 39 to 37 between homeowners' preferences concerning upfront payment and payment plans, while acknowledging uncertainty about which figure corresponded to each option. Steve characterized the responses as relatively evenly divided. The discussion also addressed preferences for a 12-month versus an 18-month payment period. Christian noted that one roofing contractor was offering an 18-month interest-free payment option. The availability and terms of any payment plan would depend on the contractor ultimately selected.

Proposed point of contact for the roofing contract

Steve reported that 70 respondents favored Brent serving as the point of contact for the roofing contract, compared with 10 who did not. Steve described this as strong support for Brent acting as the primary contact and stated that the result was consistent with feedback at the September homeowner question-and-answer meeting. Steve said that Brent had more roofing-related knowledge than the Board members and that his professional expertise should be respected.

Christiane expressed the view that Brent's role could appropriately include structural matters and facilities supervision, but questioned whether he should be responsible for the contract and financial matters. Steve responded that the president would sign the contract and emphasized the importance of relying on Brent's technical knowledge.

The discussion reflected differing views about the appropriate scope of the facilities manager's role. The survey results were presented as homeowner preferences; but the survey itself did not formally change or confirm Brent's responsibilities.

11. Roofing Project Delays and Contractor Selection Process

During the discussion of the survey results, participants expressed differing views about the time taken to select a roofing contractor.

A participant raised concerns about delays and asked Brent how long the process had been delayed after his involvement in managing the project had changed. Brent asked whether the question implied that he was responsible for the delays. The participant clarified that the concern related to the overall process. Brent stated that, in his opinion, the contractor-selection process had taken considerably longer than necessary. He also expressed concerns about transparency in recent events and said that certain actions had created the appearance of favoritism toward one contractor. He emphasized that his concern was whether all contractors had been treated fairly and whether their proposals had been evaluated on equal terms.

Brent described the project as a decision involving more than $1 million and all 55 buildings. He stated that the process should be properly documented, should avoid even the appearance of favoritism, and should serve the Association's interests rather than individual Board members' preferences.

12. Overlay Versus Full Replacement: Cost and Homeowner Information

Roxanne highlighted the fact that homeowners were not provided accurate and complete information about the cost difference between overlay and full replacement. She stated that most homeowners do not realize that the cost difference is negligible. Full replacement would cost approximately 1.67% more than overlay which is a small amount compared with the overall assessment.

Mark referred to the three bids displayed on the Association website and stated that the proposals showed approximately $100,000 more for full replacement across the bids. Participants then disputed the per-homeowner difference, with figures of approximately $100 and $500 per homeowner mentioned during the exchange. One conractor would result in approximately $100 more per owner and the other approximately $500 more per homeowner for roof replacement VS overlay.

Roxanne also revealed erroneous statements made by many homeowners claiming that full replacement would somehow provide better protection because it would create two layers. She asserted that there was a lot of misinformation and called for an information packet to explain the differences between overlay and full replacement before homeowners expressed their opinion.

13. Debate About Agenda Order and a Proposed Roofing Vote

Christiane stated a desire to proceed with a vote on the roofing contractors during the meeting. **Steve** disagreed and muted her.

As the discussion continued, participants disagreed about the conduct of the meeting, who had the floor, and again the topic of changing the order of agenda items which Steve denied. **Roxanne** asserted that the Board could vote to move an agenda item and argued that no provision in the governing documents had been identified that prohibited such a change. She asked Steve to point to the section in the Governing Documents which prohib a vote on changing the order. **Steve** walked away from his computer. **Christiane**

objected to how the discussion was being handled and raised concerns about the Board making decisions without appropriate collective deliberation. **Steve** returned to his computer then interrupted **Roxanne** multiple times and eventually muted her. Multiple other participants spoke over one another, and the exchange became contentious.

Steve broached a discussion where he started accusing a director of impropriety regarding the contractor selection. He accused a director of backchanneling.

Christiane responded that he was wrong on many fronts and that he was falsely accusing and that he should think carefully about what he was doing. She continued that Brent had been pushing and Steve had been backchanneling himself on a lot of things. She continued that Steve was accusing others of backchanneling but he himself was doing that and stated that there was an illness there.

David L said if there is some illicit backchanneling by one of the Directors, that director should resign.

Christiane retorted that he has to verify it.

Karen stated that she agreed that that director should resign, but more importantly should recuse them themselves from the roofer vote.

Christiane asked Karen if this was her way of diluting the vote, backchanneling herself and trying to manipulate the vote.

Steve directed the discussion to his slides which he said he kept in his back pocket for a while which will give some clear forensic evidence. He said the HostGator log files will tell the truth. Power Point slides on the screen:

- **HostGator Log and Email Delivery Issues**: Steve utilized a HostGator log to imply that Vice President Rene Sotola received an email request that he stated

he never received. (HostGator is a component of the email hosting service utilized by the Board). In response, it was noted that multiple Board members—including the Vice President—have experienced documented email data loss on several past occasions, and that the President himself had previously circulated explanations regarding these technical server issues.

- **Member Comment on Proper Protocol**: **Karen Fassler** pointed out during the meeting that sensitive procedural or disciplinary matters of this nature are standardly and appropriately resolved within a closed Executive Session, rather than aired in an open session. Karen also stated that given the allegations towards Rene he needs to either resign or recuse himself from the contractor vote.
- **Rene's retort**: Rene strongly denied these accusations on the record, stating that no email authored by him has ever been identified by anybody as violating association policies or standards. Furthermore, it was clarified that the specific communication referenced in the HostGator log was an internal summary intended solely for Board members, and that no contractor was included on the distribution list. Rene contends that the email Steve was referring to did not reach him. It concerned a third contractor who was missing from the information, not the contractor Steve said was involved in back-channeling. Furthermore, the email Steve referenced concerned a third contractor who was missing from the information, not the contractor Steve says was involved in back-channeling. In Rene's earlier email, he said he would add that contractor if someone wanted to see his proposal. When he received the follow-up email, he added the contractor and sent the information to the Board within an hour.
  - **Rene** continued: Board members have not received emails before. The contractor-related emails were copied to the Board. He asked for anything improper to be provided, but nothing was supplied. He also proposed involving Jessica, the HOA attorney, and the board voted against that. Rene states that he has an email from the contractor stating that nothing made him uncomfortable or seemed improper.
  - He rejects the accusations. The email sent was innocent and concerned a different contractor. He supports having Jessica involved so the board can discuss this appropriately.
  - **Steve**: Stated he needs to check the email records, but recalls a thread in which some board members, including Brent, were excluded from communications and then included after discussions with the contractor had taken place.
  - **Rene**: "There was no deal made. That accusation is false."

- **Brent**: States that there was also a phone call to the contractor where one contractor was provided several opportunities to revise or price-match a bid, while another had fewer opportunities. After the call, the contractor reduced the price by $300,000. There was also an email about putting pressure on suppliers. The unequal number of opportunities raises concerns.
- **Rene**: States he offered to provide a signed statement with the attorney involved, and suggested that the attorney contact the contractor independently. States he did not tell the contractor what to do.
- **Steve**: "I have the email in writing. It refers to putting pressure on suppliers, and I'll provide it to Jessica."
- **Rene**:"Please do. I did not pressure the contractor."
- **Steve**:"The original bidding process was supposed to include calls with all three contractors. I arranged additional calls because otherwise they would not have happened."
- **Rene**:"We had planned to call all three contractors."
- **Steve**: "Mark and I repeatedly asked Rene by email to stop certain actions. Those emails are available through records requests. We were trying to address the way one Board member was handling the process."
- **Rene**: "I was being asked to stop publicly emailing questions about bidders. I considered that part of my fiduciary duty. My questions also identified a potential problem with a bid that could have affected the GAF warranty if that contractor had been selected."
- **Karen:** Issues involving board members, employees, or the attorney should be discussed in executive session rather than argued in an open meeting. There is also an important deadline. Homeowners need to be able to file loss-assessment claims, and the GAF offer must be preserved. The board does not have unlimited time to resolve this.

- **Karen**:Given what has been said, there is at least a perception of a conflict of interest or improper preselection. Rene should really consider recusing himself from the decision so that the vote is not clouded by that perception.

Christiane: So Karen, you would like the 3 votes to fail and you call Mark so we can have two and two. I really question all this manipulation for the contractor and to falsely accuse Rene.

- **Karen**: I'm not accusing anybody of anything

- **Karen in anger**: Christiane stop I get my time stop unless you get my time. Somebody mute her, please.
- **Steve**: Al you need to mute Christiane

A homeowner stated that it was not fair for a Board member to be muted. Christiane is unmuted

- **Christiane** asks Steve to stop accusing board members of manipulation and emphasizes that decisions should be based on quality of work and the interests of the entire community, not cost. She alleges that Steve has manipulated the voting process, appointed himself as the board's contact with the attorney without consulting other board members, and excluded them from budget discussions involving the facility manager and Bren. She argues that Steve's own actions contradict his accusations that others are engaging in back-channel discussions.
- **Absence of Findings**: The official record and meeting transcript confirm that no finding of wrongdoing, policy violation, or breach of fiduciary duty was established against any director.

14. Contractor Proposals, Pricing, and Website Information

The Board discussed contractor proposals, pricing, and requests from homeowners to review bid information.

During the insurance presentation, a participant had asked Jessica whether redacted contractor proposals could be posted on the Association website. Jessica stated that, under the statutory provision referenced during the meeting, the Board was not required to share the proposals but could choose to post redacted versions to encourage homeowner support.

It was reported that Jessica cautioned that legal advice and questions about how the Board should act on counsel's advice should be discussed in executive session or through

privileged communications rather than debated in an open meeting. The participant acknowledged the point and apologized.

No decision to publish redacted contractor proposals was recorded.

The Board again discussed information available to homeowners about pricing, proposed roofing methods, warranties, and the differences between overlay and full replacement. The discussion reflected differing views about the appropriate amount of homeowner input and the information needed before a special-assessment vote.

15. Quality of Work and Support for Formula Roofing

Greg voiced his opinion in favor of Formula Roofing for the project. He cited an approximately 11-year relationship with the contractor and the contractor's familiarity with the Association's roofs and structures.

16. Homeowner Input and the Earlier Survey

Roxanne revisited the earlier homeowner survey and stated it was impossible for homeowners to be adequately informed regarding the different contractors because they are not privy to all the massive amounts of information gathered over approximately four months.

Dave, a former Board president, expressed concern that disregarding a strong majority in the earlier survey could jeopardize passage of the special assessment.

Participants also discussed the timing and content of communications to homeowners, the availability of contractor information, and the need to answer questions about insurance reimbursement before owners voted.

17. Board Communications and Conduct

Board members exchanged differing views about contractor meetings and the review of emails and pricing information. Steve criticized the fact that Roxanne provided Yelp reviews to the Board. Roxanne responded that those reviews were one source of information amidst hundreds of pages of email correspondence and hours of meetings. Roxanne highlighted that Steve was very unprofessional and that his unprofessionalism and insults toward fellow Board members caused division and chaos within the Board. Steve repeatedly spoke over Roxanne. Greg agreed that communication should be respectful and Steve publicly apologized to Roxanne.

18. Proposed Special Meeting and Consultation With Former Board Members

Steve discussed plans to consult with Karen, former Board members Dave and Lois, and facilities manager Brent before the next meeting. He also planned to coordinate with Al regarding technical arrangements.

19. Special-Assessment Vote and Required Documentation

The Board discussed preparation of the proposed special-assessment notice, ballot, proxies, and supporting documentation. Christiane was identified as working on draft materials.

November 16 was mentioned as a possible voting date. December 17 was also discussed in connection with the timing of the wind event and the need to complete the process within relevant deadlines. Karen stated that if a December 17 vote were pursued, packets would need to be sent by October 28 and that 10 days' notice would be required. These dates and requirements were discussed during the meeting and were not independently verified in the supplied transcript.

Karen advised against holding a vote that evening before homeowner input and outstanding questions had been addressed. Participants discussed the importance of

sufficient notice, obtaining the required approval, and avoiding premature issuance of the formal loss-assessment letter.

Steve also stated that the Association would provide homeowners with information about the project and the proposed assessment. He said the formal loss-assessment letter would follow approval of the assessment by the required vote.

20. Motions, Votes, and Decisions

The following motions and decisions were recorded in the supplied transcript excerpts:

1. **Approval of September meeting minutes:** Motion made and seconded; all participating Board members voted in favor. The minutes were approved.
2. **Ratification of four architectural control applications:** Motion made and seconded; participating Board members voted in favor. The applications were ratified.
3. **2027 budget:** Initial preparation and a commitment to have the budget ready for consideration at the November meeting were discussed. No budget approval was recorded.
4. **Roofing survey:** Results were presented and discussed. No binding Board decision on the roofing method resulted from the survey presentation alone.
5. **Roofing project:** Discussion continued, but no final contractor selection or authorization to proceed was recorded in the supplied excerpts.
6. **Special-assessment vote:** Dates, notice requirements, and supporting documents were discussed, but no final voting date was established in the supplied excerpts.
7. **Redacted contractor proposals:** The Board discussed whether to post redacted proposals, but no decision to publish them was recorded.
8. **Point of contact for the roofing contract:** The survey showed substantial homeowner support for Brent serving as the point of contact. Board members expressed differing views about the scope of that role; no formal motion establishing or changing the role was recorded in the supplied excerpts.
9. **Proposed change to agenda order:** Participants discussed moving the roofing vote earlier in the meeting. The transcript cuts off before a completed motion or vote can be confirmed.

21. Action Items Discussed

The following items were identified during the meeting. They are listed as discussed follow-up items, not as a claim that every item was formally assigned by motion.

- **Insurance letter:** Prepare the formal loss-assessment letter after the special assessment has received the required approval.
- **Homeowner insurance inquiries:** Encourage homeowners to consult their individual agents about wind and hail coverage, loss-assessment limits, deductibles, deadlines, and the possible effects of filing a claim.
- **Special-assessment materials:** Continue preparing the notice, ballot, proxies, and supporting documentation; confirm the voting and mailing dates.
- **Roofing information:** Continue posting relevant project information on the Association website.
- **Homeowner information packet:** Consider providing additional information explaining overlay versus full replacement, the costs of each approach, and the relevant roofing proposals before the vote.
- **Contractor selection:** Continue evaluating proposals and documenting the process, with attention to fairness and transparency.
- **Building 4202:** Proceed with permitted repairs, including replacement of the four headers and related carport work, at an estimated additional cost of approximately $13,000.
- **Maintenance:** Continue seasonal irrigation shutdown, gutter cleaning, carport and trash-room cleaning, painting, valve work, and permitted stair and railing repairs.
- **Financial reporting:** Complete the financial review and provide a more detailed breakdown of operating expenses and reserve expenditures.
- **2027 budget:** Continue developing the preliminary budget, circulate it for Board discussion and refinement, and prepare it for consideration at the November meeting.

22. Adjournment

In an earlier portion of the supplied meeting transcript, Steve called for a motion to adjourn. A second was made, and Steve announced that the meeting was adjourned. The supplied excerpts do not include a complete roll-call vote on adjournment.