

MINUTES of the Green Circle Service Corporation Board Meeting of June 26, 2006

Board members present: Helene V., Annavene B., Rose A., Jerome L., Chester J. and Marqui B.. and 14 residents and 2 guests attended.

Helene called the meeting to order. We began with introductions (name & house #) and reminding all present of our meeting guidelines. Helene indicated that the meeting would be tape recorded.

1. It was moved and seconded to **approve the minutes** of our March 22, 2006 Board meeting. The minutes of the Community meeting of May 11, 2006 were approved with the addition of a correction by Vivian Browne.

It was suggested that corrections can be mentioned or written and given to Marqui after the minutes have been posted. These corrections will be added to our written record of our meetings and read at our next meeting.

2. There was **no business arising from the minutes.**

3. Helene had made a **handout of Talking Points** concerning the **leases** to transfer of the gazebo & trash area and road **deeds** from TTCI to GCSC. These were passed out to all present. A copy of the minutes of our meeting and the Talking Points will be sent to Mr. Strohman and Mr. Johnson.

Annavene reminded everyone that any issues requiring a Board vote will be taken at the next meeting. Jerome added that the Board would need a lawyer's advice prior to Board decisions and votes. Nan Henderson volunteered to read the Talking Point for each section prior to the discussion.

#1. GAZEBO – Discussion:

Annavene said that the Board had agreed to the settlement of the lawsuit when we ran and were elected to serve, and we should accept this and move on.

Chester said we should focus on the solution of the problem of the **deterioration of the roof and termite damage and loose boards.**

It was pointed out that GCSC is leasing this space for just 16 days a year and we need to prioritize the projects we take on.

Jerome said if Ruth owns it, she should pay for fixing it.

Sue said that Ruth had spent enough money and will be giving GCSC \$30,000.00 and no more.

That money can be used for repairs. She said that Ruth would not be attending the meetings and she would be the spokesperson for TTCI.

The lawsuit stated that we must accept the **condition of the gazebo "as is"** which was agreed to by TTCI & TLCA.

Trina said that none foresaw what insurance issues would arise. (Serius America asked that the roof be sprayed with fireproofing in January 2006, but it has not been done yet.)

Fireproofing spray costs \$50. 00. Annavene offered to pay for it.

Helene mentioned the concern that someone could trip on the loose board(s) on the walkway.

A community effort could be used to replace uneven and loose boards on the walkway.

Chester said it would cost about \$400-\$800 to repair the roof. This should be hired out.

Some people in the community feel an attachment to the Gazebo, others do not.

is a nice and convenient meeting place.

Vivian pointed out that if we are paying the insurance it is in our interest to comply.

Caring for and repairing the Gazebo is a benefit to both groups and the community.

Conclusions:

A straw vote was taken: **This issue should not hold up the settlement.**

Sue said she had called Bakersfield, CA to get information about the fireproofing substance and she would e-mail Helene their name and telephone number.

Rose made a motion to nail and/or replace the loose and uneven boards on the path and to nail loose shingles and spray the roof with the fireproofing spray. Annavene seconded it and it passed 5-1.

#2. The Trash: Discussion

Nan read the Talking Points.

Sue said TTCI was interested in moving the trash/recycling area to have **options for the future**. If this property was needed by TTCI, it was their property and their final decision.

The toilet has a permit and permits are hard to get, so they do not want the toilet removed.

One possibility is to move the green waste to the mesa and Sue and Steve Walker can use the chipper, IF the community would cooperate in following the "rules" for appropriate (size and type) green waste.

The fact that **several houses are now empty**, (2 under construction, 2 empty, 1 house and 1 duplex for sale) which will create additional trash and recycling in the future, is a concern.

The continuing problems with **outsiders bringing waste** to our trash area was noted.

Sometimes it is gardeners working on Taormina homes, but outsiders have still been noted, including someone not recognized taking items from recycling- an identity theft concern.

Jerome pointed out that when you co-mingle your trash you lose control over it.

The plan to provide a lock was suggested again.

Chester agreed that it was in the best interest of both groups and the community to have more options and add a clause to this part of the lease.

This is a good issue for GCSC and TTCI to cooperate on for the good of the community.

Conclusion: Sue and Chester will work on appropriate wording to allow more flexibility to meet future needs of the community.

#3. Lights: Discussion

Nan read the talking point.

The **insurance asked for lights to be checked frequently and maintained**. It is important to comply for **safety of our neighborhood**.

Marqui reported that on Sat., June 24, 2006, she checked the lights. **21 were not working**. (Last October 15 were not working.) 10 were not working on the area of the road between #27- #49 which is on a hill where a horse trailer and trucks are often parked.

Annavene pointed out that house #113 never had a light and is not required to have one.

Marqui has ordered 2 packages of the small electric bulbs and will sell these at cost to neighbors who can use them to facilitate compliance. (A handout has been made to inform neighbors that their light is out and includes the main sources of replacement parts.)

Carol recommended a **light committee**, to find out why a light is out and help the neighbors fix it. She said on city roads a light assessment is made to insure maintenance.

Jerome said the lights were ineffective in lighting our road.

Many neighbors like the ambiance of our lantern style lights. They do provide adequate lighting for walks after dark.

Jon pointed out that the **CC&Rs give the responsibility to the property owner** and the **authority of enforcement to TTCI**, and suggested that GCSC be given authority to enforce the light CC&R and add that to Section 3 of the deed.

Annavene said anyone could enforce.

Is it best to have TTCI or GCSC or Both enforce light maintenance for safety of all and to comply with the insurance?

Conclusion:

Helene said GCSC was willing to take on this responsibility. Sue will bring it up with Ruth and Mr. Strohman. She agreed the responsibility should be clearly stated and that the enforcement might be turned over to GCSC.

#3. Road Deed : Discussion

Nan read each section before the discussion of each part.

Section 1: No one commented on the talking point.

Section 2: Helene said it was not fair to threaten to sue over the roads.

Sue handed a statement to Helene saying the TTCI had never had an insurance claim regarding the roads.

Conclusion: Sue will ask the attorney to include a "hold harmless" paragraph.

Later it was suggested the authority of lights maintenance be given to GCSC and added to this section.

Section 3. There were no talking points.

Section 4.

Jon L. said a deed is a transfer of property.

The deeds were not seen during the negotiation.

In the negotiation TLCA agreed to give up some of THEIR rights.

He said this was a **critical issue** to the settlement.

Conclusion:

There was a consensus of the Board that they needed to see a lawyer in a spirit of cooperation to resolve this.

4. Helene reported that **both Ruth Mathews and Jon Lambert have asked the Board to stay in office until this is settled. This may postpone the next election** which was expected to be in September 2006.

Chester felt this was common sense.

It was **decided to ask Ruth and Jon to sign a letter informing the residents and out of town owners of this. Annavene so moved, and Jerome seconded it. This plan passed.**

5. Rose will ask the lawyer she knows about the possibility of **giving the Board some legal advice.**

6. Chester reported looking into the **creation of permanent signs for our trash area.**

He contacted a Ventura Company that he works with frequently. The cost will be \$54-68 a sign. The signs will be 18 x 24 inches. Trina and Linda will help decide on the wording. The total cost will be \$300- \$500. **Annavene moved and Rose seconded the motion to give Chester and his committee the authority to go forward with making permanent signs for the trash area.** These could be moved in the future, if the size or location of the trash area was changed.

The time for the **next quarter assessment** is near. Rose has contacted the **Attitude Adjustment Shoppe** about a **Post Office Box for GCSC**, as it would be convenient for our neighborhood.

Sue felt it was important to keep a consistency for billing until the roads, etc. are actually turned over.

Last time, Katherine Checkie sent out the bills, and Rose and Katherine worked out the check deposits.

Rose and Katherine will discuss the process for this 2nd quarter billing.

8. Security for the 4th of July was discussed next. Helene got two bids.
Gold Coast was accepted (\$125.00) Dial wanted \$245.00.

9. Sue gave GCSC a copy of the lawsuit and a longer response to Jon L.'s response to include in our GCSC records.

No date for a future meeting was set at this time.

Marqui Bury, Secretary, June 28, 2006