

DRAFT

WINDSOCK VILLAGE PROPERTY OWNERS

ANNUAL MEETING Minutes

JUNE 9, 2012 – 9:00 AM

1. Certification by Secretary of notice given for the meeting
 - The meeting was held at Glenn Mason's hanger.
 - Bob Pustell called the meeting to order at 9:00 am
 - The Secretary certified that notice of the meeting was given and that a quorum had been established.
2. Establishment of quorum
 - 31 members were checked in
3. Review of minutes of '11 Annual Meeting
 - **Motion #1: Approve minutes: Passed.**
4. Report of the President
 - Association is in good shape fiscally and physically.
 - Thanks to Ben & Glenn for hosting meeting.
 - Thanks to Mac & Karen McIver for serving lunch.
 - We need to start planning for capital reserves for roads to address long term pavement refurbishing.
 - We need to assume more property management responsibilities.
5. Report of the Treasurer
 - Budget sheet shows that invoices were paid through 5/31/2012
 - Line "row paving debt service" expended should be 27360.00.
 - \$66550.00 of \$79225.00 was spent.
 - Checking balance: \$975.00
 - Savings total balance:\$55525.00
 - Outstanding assessments:
 - 3 accounts past due.
 - Past due balance: \$3000.00 (approximate)
 - Small claims court will be pursued when appropriate.
 - Paving loan balance:215,700 (original loan: 250700.00, 15 years)
 - **Motion #2: Accept treasurer's report, Passed.**

6. Old Business:

- Legal Action summary (within limits allowed by lawyer).
 - From Bob Dewhurst, our attorney on 6/6/12. Last year, the Windsock Village Property Owners' Corporation was named as a defendant in an equity petition that was filed in the Carroll County Superior Court by L.D. and Kelly Jeffries. Glenn Mori, a Windsock Village II property owner was also named as a defendant. (L.D. and Kelly Jeffries are the owners of two parcels of property in Soaring Heights. The Jeffries are not members of Windsock Village II.)
 - The litigation arose out of a dispute over the manner in which the co-defendant, Glenn Mori, has constructed and maintained his property in the Windsock Village II development. The Jeffries alleged in their petition that Mr. Mori failed to construct and maintain his property in conformity with the provisions of the Windsock Village II declaration of covenants and restrictions. Specifically, it was alleged that Mr. Mori failed to complete the construction of his aircraft hangar, as required by Section 6 of the covenants and restrictions. They also alleged that Mr. Mori failed to maintain his property in a manner consistent with Section 8 of the covenants and restrictions.
 - In addition to the claims asserted against Mr. Mori, the Jeffries alleged that the Windsock Village Property Owners Corporation failed to enforce the covenants and restrictions against Mr. Mori, in accordance with Section 10 of the declaration.
 - The Jeffries sought temporary and permanent injunctive relief against both defendants, requesting that the court order Mr. Mori and the WVPOC to comply with the declaration of covenants and restrictions. They also sought an award of attorney's fees and costs incurred in connection with the litigation.
 - After the petition was filed, the WVPOC's insurance carrier, Cincinnati Insurance, retained the Manchester law firm of Devine, Millimet & Branch, Professional Association to defend the WVPOC. Attorney Robert Dewhurst of that firm has appeared on behalf of the WVPOC and continues to represent its interests in the litigation. Mr. Mori is represented by his own attorney, at his own expense.
 - After the petition was filed, the WVPOC's attorney

successfully moved to dismiss the Jeffries from the litigation, on the ground that they lacked standing to sue (due to the fact that their property is not located in Windsock Village). That motion was granted by the court, and the Jeffries are no longer parties to the litigation.

However, at about the same time that the Jeffries were being dismissed, John Willard intervened in the case. Unlike the Jeffries, Mr. Willard is a Windsock Village II property owner. He has essentially taken over the Jeffries' lawsuit, and is now the only petitioner in the pending litigation.

- At issue in the case is the interpretation of several sections of the Windsock Village II covenants and restrictions, to which Mr. Mori, as a Windsock Village II property owner, is bound. The specific provisions involved in the litigation appear at Sections 6, 8 and 10 of the covenants and restrictions.

- On the 6th of April 2012, all parties to the litigation participated in a mediation that was held in Manchester. The mediation was required by the court, and was an attempt to resolve that matter by agreement, rather than through a formal trial. Although it was not possible to reach a global settlement of the case, the WVPOC did reach an agreement with Mr. Mori, pursuant to which he agreed to order and install a hangar door on his aircraft hangar. The agreement was subsequently reduced to a written stipulation which was approved by both Mr. Mori and his attorney. The stipulation was subsequently signed by the WVPOC President and forwarded to Mr. Mori's attorney for signature by him, and for filing with the court. However, as of today, Mr. Mori's attorney has not filed the stipulation with the court, and it is unknown whether Mr. Mori has actually signed it. Mr. Mori's attorney had failed to respond to numerous attempts to contact her regarding the status of stipulation. At this point, it is unknown whether Mr. Mori intends to honor his prior agreement.

- Finally, it should be noted that shortly before the meditation took place, counsel for Mr. Willard filed a motion for summary judgment against Mr. Mori. (The motion pertains to Mr. Mori only, and does not pertain to the WVPOC.) Mr. Mori's attorney failed to file any objection to the motion, and consequently we are now just waiting for the court to issue an order on that motion. Given that no objection was filed by Mr. Mori, it is likely that the court will treat this as a default. If

that happens, then most, if not all, of the relief sought by Mr. Willard against Mr. Mori will be granted by the court.

-
- Glenn Mori chose not to respond to questions.
- Question: Is Windsock POC out of the lawsuit? No, but Mr. Willard has requested a summary judgment. The trial is scheduled for December.
- Question: Why did the board choose to not enforce C&R's? The board was working through issues when the lawsuit was filed. Our attorney advised us to not pursue additional legal actions.
- Question: Is there a policy to deal with C&R violation issues? Yes. The board will not act as an inspector. The board responds to written complaints.
- Question: Is our lawyer (Cooper, Cargill & Chant) being kept informed? No, we will update them if/when necessary.
- Comment: We all need to read, understand, and follow the C&R's.

7. Presentation and consideration of the budget
(Adoption of budget to follow discussion/action on money items.)

- Total amount: 79990.00
- Assessment: 671.00.
- **Motion #3: Budget approval. Passed.**

8. Election of Trustees: 3 for 3 years

Terms expiring: Bob Pustell, Stan Brothers, Glenn Mori

- Nominations for expiring terms: Bob Pustell, Stan Brothers, Meriel Mingori
- **Motion #4: Approved to cease nominations. Motion passed to have the secretary cast one ballot for the nominations as presented.**

9. New Business:

- Review board decision to plow "Ghetto Lane".
 - Concerns: Equipment is not designed to plow dirt roads. Does insurance cover issues?
 - **Motion #5: Rescind decision to plow "Ghetto Lane". Passed.**
- Review Bylaw change. We added language in collection of

assessments.

- Question: In the past, attorneys have stated the change was not appropriate. Our current attorney recommended the change.
- Recommendation: Tighten policy definition to include the lien process.
- North runway vehicle crossing – Yes/no? Improve or leave grass?
 - Discussion:
 - Soaring Heights has this as a defined as an emergency exit only.
 - Windsock Village has only one exit. Ira's lane is private.
 - A chain or rope can be used block the crossing.
 - **Motion #6: The crossing should be used as the Ossipee planning board originally intended it. Passed.**

10. Final approval of budget

- **Motion #7: Approve final budget. Passed.**

11. Any Other discussion

- NH Electric Coop will not be doing tree trimming around wires.

A motion was passed to adjourn at 11:07 am.

Respectfully submitted:

Tom Gill
Secretary