

Meeting Summary
Bentley Woods Board of Director's Meeting
December 21, 2018

Location: Community Management Specialists, 71 S. Central Ave., Oviedo 32765

Board Members in Attendance: Philip Bass, Harold Buhl, Autumn Huff Garick, Elisabeth Essary, Paul Knight

Management Staff in Attendance: Kevin Davis, LCAM

Quorum of the Board was verified. Meeting was properly noticed.

Four members of the Homeowners Association were in attendance (~2%).

Minutes:

Prior to the meeting being formally called to order, some complaints were raised.

First, a homeowner from the floor made the statement "this meeting is an unauthorized meeting...because not all of the homeowners have been adequately notified. He stated that although 3 of the 4 notification signs were correct, there was a mistake on the 4th - it had not been updated from the previously scheduled meeting.

Secondly, concern was expressed that it was possibly inappropriate to be meeting at the facility of a management company that we were not yet under contract with.

Also, during this time a homeowner upon the floor was asked to stop live streaming the meeting. Kevin Davis stated, "you may not live stream this meeting at this private facility". He stated that the homeowner was welcome to record the meeting, however, "you must disclose that you are recording". This homeowner was asked to discontinue live streaming the meeting or to please leave the premises.

Concern was expressed regarding lack of access for homeowners that could not attend a meeting in the afternoon of a work day. Kevin stated that in the future, if CMS became our management company a service was offered enabling us to conference call homeowners that were not able to attend the meeting, if needed.

1. Call to Order- 2:29 pm

The first item for discussion was to address the concerns of Harold Buhl regarding having the meeting at the place of business of a management company that we were not in a contractual relationship with. Kevin Davis called his legal counsel to verify the legality of moving forward given this

concern and that expressed by the homeowner who felt that the meeting was not properly noticed. "Sarah" stated she was confident that as long as there was at least one sign posted in a conspicuous location, the statute requirement had been met. Regarding the location of the meeting, she stated that it did not matter. As long as the meeting is noticed, it can be held anywhere. In fact, in her opinion, it was an advantage to hold a meeting focusing on contract negotiations on the premises of a management company we were planning to hire. Sarah stated that (worst case) if a formal complaint were to be filed, the most likely outcome would be that the HOA would have to re-notice the meeting and ratify any motions that were voted upon.

Harry Buhl noted that all directors were not given 72 hours notice as per statute for the December 6th meeting, with CMS, therefore the meeting was not legitimate.

After discussion, the BOD decided to carry on with the meeting.

2. Approval of Previous Minutes – tabled until the next meeting

3. New Business

The primary purpose of this meeting was to address the concerns of a board member who was not present at the original presentation, and to complete contract negotiations for the hiring of Community Management Specialists.

Several clauses of the contract were discussed, with Kevin clarifying the provisions therein. Specifically, it was explained that CMS would not spend any association money in excess of \$1000 without explicit approval from the BOD. This provision exists so that immediate action can be taken in the event that unexpected circumstances require CMS to do so.

It was clarified that CMS had the contract option of increasing their fee 3% per year. However, if we signed a 3-year contract the current rate of \$1000 per month would not increase during the course of those 3 years. However, Harold Buhl expressed concern at a clause that stated that if CMS was fired without just cause due to delinquency of duties, the remainder of the contract balance would be owed. As a compromise, the terms will be changed to read that If CMS is fired within the first year without just cause, the remainder of that year's fees would be due. However, after that first year, the contract could be dissolved without cause with 60 days' notice.

4. Open Forum

At this point the homeowners present were asked if they had any additional concerns or questions. Kevin responded to several questions from the floor. At 3:30 pm, for the record, the homeowners present had no additional concerns that had not be resolved their answered questions.

Elisabeth Essary made the motion that the HOA should proceed with signing the contract with CMS following the amendment above and the striking out of the \$350 signing fee that Kevin had previously

offered to waive. Autumn Huff Garick seconded the motion. The motion carried with a 5-1 vote; 5 “yes” votes and one “no” vote by Harold Buhl.

One homeowner stated a desire to appeal a decision by the ACC regarding painting the exterior of his home. The colors submitted at the November meeting were initially denied. However, this homeowner stated that he would be out of the country until after January 14th. The BOD & homeowner agreed that there would be an ACC meeting scheduled offering him the chance to appeal this decision after the 14th when he would again be available.

5. Next Meeting

The next meeting is scheduled for January 3rd at 6:30 pm at the CMS office. At this meeting we hope to complete the requisite work that needs to be done prior to the annual meeting. However, this depends on the Bentley Woods records being forwarded to CMS in a timely fashion. The annual meeting is tentatively scheduled for January 29th at the Library.

6. Adjournment

The meeting was adjourned at 4:15 pm.