

**STEEPLECHASE**  
**2020 SPECIAL BOARD MEETING**  
**DATE: 3/4/2020**  
**TIME: 6:00 PM**  
**LOCATION: Clubhouse**

- I. CALL TO ORDER: The meeting was called to order at 6:00 pm
- II. ATTENDANCE W/ ROLL CALL: Steve Phelps – President, David Shibilina – VP, Neil Lageman – Secretary, Darleen Poe – At large member, Chris Groh – ARB Chair, Jason Noble – At Large, Jay Shelton – Treasurer. There are 25 residents present.  
Representing Stonegate Property Management – Kevin Malburg
- III. OWNER OPEN FORUM:
  - a. Steven opened the floor to questions about the changes to the community.
  - b. There was one question regarding 9.1.13 and why the ARB was not enforcing review of all plans. Based on the current declaration it didn't force the plans to be reviewed by the ARB. This now put a timeline in place that if the house had not been approved for a lot the ARB would have to approve starting January 1, 2023.
  - c. There was some discussion about 3.3 and voting rights. The board went about allowing voting rights for those of a completed lot. This would prevent a builder coming in and having a lot of votes if they owned a lot of lots in the development.
  - d. Under 12.2.1 would allow a super majority board vote to allow more homes to become a part of the association. This was put into place to avoid a night like to tonight where you have to get the community together. The community made it vocalized that they would want their voices heard before a vote by the board would be held on something like this and the board has in place that it needs to be over  $\frac{3}{4}$  of the board needs to approve it.
  - e. One member asked if the developers/builders have to maintain their lots. Yes, there are guideless regarding grass length and maintain a lot that looks appropriate.
  - f. The board and the community went through the rest of the amendment changes one by one. The first few were read from what the new amendment stated to what the current declaration stated. All members were asked if they had any questions before going on to the next section.
  - g. There is also a contractual agreement with the developer that is outside of the declaration. Jeffry Casazza went through that document with the membership. Some of the issues that were give the most attention were:
    - i. Through negotiations with the developer the association is going to maintain a detention basin in that portion of the community. There will be an easement for the association to get into that portion of the property.
    - ii. The developer will comply with everything in the declaration.
    - iii. The developer/ builder does not owe fees as long as the property has not transferred more than twice. After 36 months if no home is built there is \$200 in assessments. After 72 months the owner will owe the full assessment amount.
    - iv. At the transfer of the second owner, there is a \$600 capital fee owed to the association.

- v. There is language about the developer and association working through issues in good faith before any legal action is taken.
  - vi. An owner asked about if it could have been possible to get more amenities for the community from the developer or what other methods of negotiation the board had taken. The board indicated they did pursue the developer providing some amenities for the community but were unable to come to any terms on extra amenities. All of this that the board went over is months of conversations and negotiations to come to terms that the board and developer felt were fair.
- IV. OLD BUSINESS:
- a. No old business to discuss.
- V. NEW BUSINESS:
- a. Vote for amendment changes to declaration
  - b. The votes were tallied and approved unanimously.
- VI. SCHEDULING OF NEXT MEETING: A regular meeting will occur after this meeting. Some paperwork needs to be addressed first by the board.
- VII. ADJOURNMENT: Seeing no further business the meeting was adjourned at 6:50 pm

*Regular Meeting following Special meeting for all that would like to attend*