

To all Indigo on the Ashley Homeowners,

Since our meeting on last Wednesday, the Board has been consolidating notes from the long meeting and attempting to summarize them into coherent minutes. Fortunately, we have been the beneficiary of an addition to our workforce, that of a wonderful homeowner who volunteered to be our Secretary until the end of this year's term. Unfortunately the completion of the minutes has taken much more time than we anticipated. Some Board members have been hosting house guests over the weekend and were not readily available. So, in an effort to get some of the salient information out to you, we have summarized the resolution for the most contentious part of the meeting's dialogue. Here is that summary, which we will post on the web site and will also mail to all homeowners.

At our Indigo on the Ashley (IOA) Homeowners meeting held September 16, 2020, the topic of the Front Entrance elicited a very energetic conversation. Neighbors debated on both sides of the issue, bringing up valid and salient points. Finally it was argued that our Homeowners Association (HOA) Board was authorized to both enter the HOA into a 3-year joint Limited Liability Company (L.L.C.) agreement with the other Indigo HOAs and make an \$8,000 back payment without requiring a homeowner vote.

This authority is based on the IOA HOA Declaration of Covenants, Conditions and Restrictions (CC&R) Article IV, Section 2 as well as By-laws Article II, Section 2 & 3, Article IV, Section 1, Article VI, Section 3, Article VII, Section 1.a and Section 2.g and Article VIII, Section 8.a and 8.d.

Despite the HOA Board's confirmed authority, there were a few homeowners who still had concerns that a large amount of dues reserves were paid out without a vote. We then discussed that the \$8,000 did NOT come out of Homeowner dues but instead was paid using a windfall of funds. This windfall was received from a lien payoff placed on a delinquent household. The HOA deposited a \$9139.25 cash infusion that was largely comprised of interest and penalties. The deposit was unexpected and the Board considered it to be independent of the HOA budget. These funds were not allocated to any project and had been earmarked simply as reserves. While the HOA Board was determined to act fully within its written authority, a motion was made and seconded. The motion put forth was this.

Motion: The actions that the Board of Directors took to resolve the front entrance issues including paying \$8,000 and working to improve relations with the other HOAs stands.

The motion passed by a margin of one vote, further validating both the actions taken by the board, while also confirming the 3-year Front Entrance L.L.C. contract. Votes were collected from the members in attendance and participating via Zoom. These votes included all documented proxy votes. While this motion was passed we acknowledge that some homeowners do not agree with the actions taken by the

Board to resolve the front entrance maintenance issues. However, the Board acted in the best interest of the Association and within the authority stated in the Bylaws.

The Board appreciates all of the feedback on this topic. We hope that we can now move forward and focus on other neighborhood concerns.

IOA BOD