

Woodbridge Inn Condo Association

January 6, 2007 3:00PM MST

Attendees: Dan Ulmer, Lanelle Barnett, Jim Schneider, Paul Sakiewicz, Nicole Vamvakias

Agenda:

1. Review the 2007 Proposed Budget
2. Set Agenda for 2007 HOA Meeting on Jan 20, 2007
3. Discuss open items

Budget Review:

Reduced Legal and Accounting from 10,000 to 7500

Reword line 28 of Excel spreadsheet to make sure HOA and Property Maintenance is on the same line for \$21600

Line 32, building repairs should show Gross Building repairs less the Insurance Reimbursement.

Snow Removal – Up it from 4500 to 6000

Taxes – Lower from 1100 to 370.88

Open Items:

- (a) Property Taxes on Clubroom due to the way the Declarations were written
- (b) The reserves need to be brought up to date.
- (c) Violations of Decs and Bylaws
 - Window trim of unit #307
 - Window trim of unit #
 - Sliding Glass door of unit #
 - Speakers on the deck of unit
- (d) Discuss option of getting a Line of Credit from the bank to tackle 2007 Repairs required
- (e) Definition of residential and commercial elements at Woodbridge Inn

Capital Improvements:

- (a) The garage ceiling under the restaurant needs to be repaired and a long term solution needs to be found. THIS IS DEPENDENT ON (b).
- (b) Before the garage ceiling can be repaired, the leak in common elements under the restaurant kitchen can be repaired. This will potentially require fixing a crack in the slab. Another option is to keep the pipes exposed in the garage ceiling which will help us avoid further sheetrock repairs in the event we have more leaks. \$10,000
- (c) There are currently a few minor leaks now that could turn into larger leaks if not properly addressed. Summer would be a good time to tackle this task.
- (d) Replace parking lot lights - \$2000

Roof Repairs:

- (e) Roof over the clubhouse - \$15000 for both roof repairs – (h) + (i)
- (f) Small portion of the Roof on the 2nd floor of restaurant building that was patched in 2006 but needs to be repaired

- (g) Minor roof repair over stairwell near restaurant
- (h) 2nd water tank in the big building - \$4500
- (i) Non-urgent: Garbage and Grease Bin/Barrel enclosure should be constructed.
- (j) Non-urgent: The ski lockers could be constructed bigger.
- (k) Non-urgent: A barrier in the garages could be placed over the open gaps such that debris or snow from outside could not be blown into them easily. - \$4000

We agreed to meet on Saturday Jan 13th at 9am MST to continue the discussion on Reserves, Violations, Agenda for the meeting.

**Minutes of the Woodbridge Inn Board Meeting with Carberry LLC (unit 111)
1/26/07**

Present at the meeting/teleconference: Paul Sakiewicz, Nathan Richey, Brad Redman, Nicole Vamvakias, Jim Schneider, and Dan Ulmer

1. Definition of Common Elements (Residential vs. Commercial):
Several Declarations/Bylaws, Rules and Regulations were discussed with respect to the current disagreement between the association and the owners of unit 111. A catalyst in the issue at hand was that during the 1/06 HOA meeting the association decided to proceed with repairing the hot tub, and to repair the damage to the sub floor under the hot tub (located in unit 108). During 4/06 a vote was held and the special assessment for \$74,000 dollars to repair the hot tub (\$60,000) and a few additional miscellaneous charges (\$14,000) were approved by a majority (90%) of the voting homeowners. The special assessment notification for each homeowner's share based on a pro rated square footage formula was sent to homeowners and was paid by virtually all of the homeowners except for unit 111 and another unit (which has recently paid the full amount). Discussions and letters between the association and the owners of unit 111 ensued in the following months and a teleconference on 9/27/06 was held as to the arguments regarding why the owners of unit 111 believed they were not required to pay a portion of the assessment; however a solution was not achieved at that conference, but several issues were raised by both the association and the owners of unit 111. Around 12/06 telephone contact was again established between Nathan Richey (the managing member of the LLC that owns unit 111 (Carberry Place LLC)) and Paul Sakiewicz (HOA president) to discuss the historical and current issues between Carberry Place LLC and the association. After a few conversations, Carberry Place LLC agreed to pay its pro-rata share of the non-hot tub related part of the special assessment was paid within a few days (prior to that point Carberry was unaware that a portion of the \$74,000 special assessment was for non-hot tub related expenses). In addition to Carberry's agreement to immediately fund its pro-rata share of the non-hot tub related expenses, an agreement was made to further discuss the hot-tub/clubhouse issues and the special assessment related thereto. These minutes are a reflection of this meeting:

Nathan wants to establish clarity as needed and an agreement between all involved parties with respect to what our declarations and bi-laws state; as, in Carberry's view, past actions of the association board's last president and past property management team conflicted with the belief's of the current board members. In the past Nathan believed, based on communications he states he, and the employees of the commercial unit (111), received, from a prior HOA board president outlining that they were not allowed access to the clubhouse and that they were not allowed access to any portion of the property, with the exception of their own unit and the areas to and from the garbage dumpsters and the grease bin. Furthermore, Nathan states that he has not received a key to the clubhouse, both when he purchased the property and when the property manager changed the locks in the past. As a result of these aforementioned items, Nathan was taken aback when he received an invoice to pay

for the special assessment, which in large part was for the repair of a unit he thought he, and his tenants, had no access to. This was the main reason for his refusal to pay the special assessment. Nathan has discussed this issue at length with his LLC's lawyer and two other independent lawyers (his tenant's lawyer and a local lawyer that would be retained should the assessment issue be taken to court). As a result of these conversations coupled with the lawyers' independent reviews of the related governing documents (the declarations, maps, etc.) they have all agreed that inconsistencies exist within property's governing documentation with respect to defining elements of the property (Commercial Common Elements, Residential Common Elements, etc.) and that unit 111 should have to pay the hot tub related portion of the special assessment (based on the holes in the legal documents that govern the historical actions of the past president of the association and the past property management team).

Maps and Declarations were reviewed at the meeting and unit 108 is marked as GCE (General Common Element). The Declarations discuss different elements including limited common elements, residential common elements, commercial common elements, general common elements, but the maps do not show or reflect what is meant by those individual types of elements.

After further discussion, Nathan agreed to pay the outstanding amount of the hot tub related special assessment (approximately \$8,500 dollars) in return for the following:

- the HOA will not charge and will waive the 18% interest or legal fees pertaining to this assessment, since the time period between due date of the assessment and the clarification date, will be deemed a timeframe of discovery of arguments, and therefore will not be subject to the 18% interest charge.
- the association board will work with the collective owners that are represented by the board to come to an agreement with respect to who will have access to the hot tub and clubhouse in the future.
- The board agreed to clarify the issues as follows: A vote shall be held and a "straw poll" [what's a straw poll?] letter shall be sent to homeowners, around the end of February, 2007, asking the homeowners if would like to (1) define the clubhouse – unit 108 as a general common element with access allowed to all owners (residential and commercial just the same, including their respective tenant (Fiesta Jalisco) and its employees in the case of Carberry) or (2) whether the owners would like to view unit 108 as a residential element, in which case the declarations must be rewritten to document the change and furthermore this change must be approved by 75% of homeowners and 67% of first mortgagees. Should the hot tub/clubhouse area be converted to residential common element, the owners of commercial unit (111), and its tenants and employees, will not have access to the hot tub/clubhouse area, nor will they pay for its operation, maintenance, improvements, etc. Furthermore, should additional items be added to the premises (tennis courts, etc.), unit 111 will be able to opt out of those obligations and benefits as well.

Nathan stated that he would be comfortable either way, but would like to clarify and address the issue once and for all. If the clubhouse were redefined as a residential element than the commercial owners, tenants and employees will have no further access to the amenities of the clubhouse, and shall be exempt of charges and maintenance relating to the clubhouse from the time of the change on; in practical terms this would mean a decrease of the prorated share of the commercial unit 111 from roughly 14% to roughly 13.5% as it relates to common shared expenses.

[Editorial comment: The “straw poll” letter will also poll homeowners if they would agree to a change of rules in that the restaurant may have during the summer months of operating the restaurant, speakers on the deck, and play music during the hours of 11AM – 8PM at a reasonable and not intrusive loudness. Rather than making this a board decision the board feels it would be fair to ask owners for their input on this issue.]

Expenses: It was discussed and agreed that unit 111 is a separately metered unit as it relates to gas/ water/ sewer/cable and therefore according to the declarations is responsible for paying their metered utilities directly. Unit 111 shall therefore be exempt from the other collective and residential utilities charges as stated in the declarations.

Furthermore since Unit 111 pays for half the waste removal already, it shall not be responsible for paying a pro rated share of the other half of waste removal. The second half shall be the sole responsibility of the residential owners. This change will be made retroactive to 1/2006, since Nathan brought this issue to our attention back then, but has foregone pursuing it at that time (as the more important issues were being addressed). Furthermore, snowplowing was discussed and it was agreed that this expense is included in the common expenses and that the contractor we use for plowing shall continue plowing the upper lot, where restaurant guests frequently park, since part, if not all, of that lot is clearly on Woodbridge Inn property, and it is required that we provide safe passage and conditions to residents/guests of Woodbridge Inn.

Water heater: Last year Fiesta Jalisco paid for the replacement of its water heater, using the association’s preferred plumbing vendor (Premier). It was discussed and agreed upon that the association should have paid for this expenditure, in accordance with the governing documents of the property. As a result, it was agreed upon that Fiesta Jalisco will be reimbursed for this expense once proof of payment is provided to the association. For simplicity, once proof of payment is received, unit 111’s account with the association will receive a credit for the expenditure.

Garage Ceiling Repair: It was discussed and agreed that the garage ceiling in the restaurant building is in poor shape and the culprit for that may lie in the kitchen floor, the sub floor structure, or both(located inside and underneath unit 111). It was agreed upon that the garage ceiling will be paid for by the association, in accordance with the related settlement agreement between the association and Carberry.

We will have to approach this problem in concert with the restaurant and will have the kitchen floor and the related sub floor evaluated before any repairs are started. We agreed that repairing the garage ceiling without repairing leaks under the kitchen and possible plumbing problems will not be a good approach and therefore the kitchen floor has to be looked at and repaired first. (Prior to even that repair we will have to repair the deck on top of the restaurant in order to avoid leaks from and through the ceiling into the restaurant). We shall plan in the “down season” for the restaurant to close the restaurant, take out the kitchen/floor, repair the damage to the sub floor, repair the plumbing lines and drains, and place a water impermeable floor (like epoxy or heavy duty linoleum or other) in the kitchen area in order to avoid future water leaks into the garage underneath, even if there were water spills in the kitchen area. This repair is targeted to be done in one week, but might take longer depending on the damage encountered.

It was further agreed that the flooring project would be paid for by the responsible party (or parties), which will be derived from the evaluation(s) provided by the contractor(s).

[I deleted this paragraph as it’s not something I agreed to – it will be very subjective for either party to place blame on what damaged the sub-floor – was it the common element leak that lasted for months? Was it occasional water leak from the restaurant during the last two years? Was it from the sprinklers that were kicked on during the restaurant’s smoke fire, which could be covered by insurance? As you can see, this could be very subjective and I don’t want to set up something, or agree to something in advance, that may create something we will fight about. I believe the restaurant should pay if it’s a kitchen floor problem and that the association should pay for it if it’s a sub-floor issue (a limited common element). Therefore, at this stage, I think we should just agree that the responsible party (or parties) will pay for their portion(s) of the damage.]

Respectfully submitted by

Paul Sakiewicz
2/1/07

Please submit comments and corrections
Final version 2/28/07 and confirmed on 3/12/07

Minutes of the Woodbridge Inn HOA Board Members Meeting

Meeting held on 2/27/07 via phone conference from 5-7PM

Present: Chris Burns, Brad Redman, Jim Schneider, Paul Sakiewicz

Not Present due to scheduling conflict: Dan Ulmer

1. Officers of the board were appointed at the HOA meeting in 1/07 and at this board meeting unanimously voted for as follows: Paul Sakiewicz – President, Jim Schneider – Vice President, Chris Burns – Secretary and Treasurer, Brad Redman – Member at Large.
2. HOA dues are being invoiced to every owner and seem to be clearly understandable. It is the practice of BPM (Basic Property Management) to send monthly invoices with itemized dues, and checks received.
3. The Account balances of our Operating account, our Reserve Account and our Assessment savings/checking account were reviewed. Since there is still one assessment payment due (from unit 111) we will keep the assessment account open until this is paid, and Chris Burns will call/contact Nicole Vamvakias (former Treasurer) and discuss and consult with her how we should handle this account in the future. At the HOA meeting it was agreed that the money in that account should eventually get transferred to the reserves account.
4. Bank Loan: the application paperwork is at the bank and Paul Sakiewicz has given his personal information and SSN to the bank to initiate the process. With respect to how future withdrawals should be handled we agreed and voted that we would require all 4 board members to be on the signature card, and for the purpose of authorizing withdrawals from the account at least 2 signatures would be required. This was done with the consideration that one particular board member may not at all times be accessible for authorizing withdrawals, and furthermore the board thought that 2 sets of eyes for major withdrawals would be prudent.
5. Dan Ulmer was not present at the meeting but had separate discussions with Chris and Paul prior to the meeting, where the agenda was reviewed and important input from him was received.
6. Maintenance issues were discussed at length, and the issues were addressed one by one: ice build up in front of the garages and on the parking lot will be aggressively tackled this winter, and Chris suggested asking the roofing company (not yet determined but likely Turner Morris) to put snow guard rails at three different spots – above the restaurant buildings garage, at the roof where last year the avalanche came down, and on the roof above the stairway leading from the restaurant to the lower parking lot. Light bulbs: Chris will evaluate and appropriately implement a change to warm light, high efficiency light bulbs, and may confer with Mr. Mike Kerrigan to find a workable and economic solution for our complex. The garage ceiling in the restaurant building is sufficiently fixed for now, and a permanent fix is a target for spring/summer 2007. The restaurant patio lattice is in poor shape and Mr. Mike Kerrigan has kindly agreed to offer his help in finding an esthetic and economic solution to fix this – Chris or Paul will follow up with Mr. Kerrigan on this. Master Key issue – tabled due to time constraints, but we learned from Jim, who talked with Charles our property maintenance person that yearly unit inspections are required. This is going to be hard if no master key is available. There are only a few units who are absolutely inaccessible and those owners will need to be notified that in case of emergency the door would have to be destroyed to get access to the unit. We will let owners know in our letter to them that we recommend a single master key system, but realize there are arguments for and against such a system. Roof repair –

- we have a bid on the needed work (clubhouse roof, roof on top of the restaurant, and a few other places) from Turner Morris, and they are strongly recommended by Dan, but we need one additional bid for comparison, especially since this will be a costly repair. Clubhouse spruce up will be planned for spring /summer and likely after the garage ceiling/ sub floor repair is done in the restaurant building. Wireless internet – Dan spoke with Comcast and will get firmer estimated cost sometime in the next few weeks. The owner of unit 201 – Robin Gustafson has in private conversations offered his help with this undertaking. Hot tub – possible leak – this is most likely from spill over from the hot tub, and it is minor and not a concern. It is regularly addressed by the cleaning crew. Avalanche precautions – Dan will have saw horses made and place them were needed and appropriate in order to avoid damage to persons or property from avalanches. The snow guard rails (with or without heat tape) may help in the future, but for now if there is danger of avalanches coming down the snow will be physically removed by hired contractors if needed.
7. Carberry straw poll letter will be drafted by Paul Sakiewicz and will be addressing the issue whether unit 108 (clubhouse) should be viewed by the owners mostly as a residential or a general common element. The plan is to send this communication out with a general update on current active issues and plans at WBI and at which time Nate Richey (Carberry LLC) has agreed to pay the final amount due on the special assessment (as soon as the vote letter goes out to owners). We discussed pros and cons of the clubhouse being a residential versus a common element and those discussions and arguments will be reflected when we ask owners to give their opinion on this issue. We also discussed that we would need a concerted effort to address the garage ceiling in the restaurant building. The garage ceiling is the HOA's responsibility, the sub floor will be evaluated, but hopefully won't need repair, and the plumbing and drain lines will be a HOA expense most likely given that they are general common elements. The kitchen floor is unit 111's responsibility, and preferably it should be a water impermeable floor.
 8. Plumbing – leaks are repaired in the mechanical rooms, but a new water tank is needed in the east building to accommodate the water needs and better address the occasionally fluctuating hot water temperatures.
 9. Kayak Park – the HOA was approached by the Town of Frisco to consider an easement for allowing a wave pool in the creek, which can only be created when our property is included. Pro's and con's were discussed. It appears that the infrastructure still is not in place to deal with a potentially large influx of kayakers. The issue of potential liability also has not yet been addressed. We are planning a formal meeting with the Town of Frisco in early April to discuss if we want to approach homeowners again and have them vote on granting the easement. We will also ask Mr. Mike Kerrigan to assist us with that issue due to his prior experience with this situation. Brad Redman and Chris will review the roundabout plans and improvement plans on West Main Street.
 10. Garbage dumpster enclosure – we will get a bid for that and address this in spring/summer. Plexiglas enclosure of east building – this will be put on hold until after the garage ceiling repair in the restaurant building. Reserve study – will be put on hold for now, not essential now to do that. The board also is keeping in the back of our minds that the complex will likely have to undergo another paintjob in 2 years. We also discussed additionally that the garage ceiling in the East building requires some work, and we will consider lumping repairing both garage ceilings into one project. There are currently several unsightly patches, but also issues with freezing drain lines and a freezing cold water line of unit 107, which runs in the ceiling and is an indicator of its poor quality. Chris pointed out that the material used for the garage ceiling was indoor drywall. Discussion ensued as to how this could be remedied, and the board will have to review this periodically.

Submitted by
Paul Sakiewicz

Minutes of the Woodbridge Inn HOA Board Members Meeting

Meeting held on 4/18/07 via phone conference from 5-7.30PM

Present: Paul Sakiewicz, Jim Schneider, Brad Redman, Chris Burns, Dan Ulmer, Lanelle Barnett, Charles Johnson

1. Financials: Chris went over the financials provided by BPM over several days preceding the meeting and has worked together and will continue to work closely with Lanelle Barnett to review account balances and financial activity. We have several accounts and Chris recommended having those consolidated in order to make them more easily understandable. We have a "Bank of the West" savings and checking account, which was intended to be used specifically for the purpose of dealing with the special assessment money from last year (74 thousand dollars). We also have an "Alpine Bank" savings and checking account, which was/is basically our operating account. Our reserve account is a money market account at "Brookstreet Bank". We have a balance of approximately 14 thousand dollars in our reserve account and it is up to date with the deposits that need to be placed in the reserves account upon unit sales. We have at the time of meeting roughly total account balances of 28 thousand dollars and the motion passed 4/0/0 (in favor/opposed/abstain) in favor of consolidating our accounts in order to being more manageable. One unit (313) was not paying the dues on time and 1078.91 dollars are being owed to the association. We will proceed with warning letters and if needed collection through an attorney if needed.
2. Roofing repairs: We have one bid from Turner Morris, and another (G/G) did not respond back to repeated phone calls. Chris will meet with another roofing company to get another formal bid. He will update the board on what the offer looks like and which company we should pick to repair our roofs.
3. Loan – Line of Credit: Paperwork is in the final stages and Chris will review details and perhaps contact other lenders to see if we can get a better deal on another loan in the amount of 75 thousand dollars. We agreed that there should be no prepayment penalty in case the HOA decides to have an assessment in the future to pay off the loan. We will discuss this at the next HOA meeting and give the owners the option to pay the loan off early.
4. Garage Ceiling approach: we discussed how we should approach the needed repairs of leaks underneath the restaurant. We will look at the garage ceiling from underneath and possibly demolish the garage ceiling, then evaluate the extent of the damage to concrete and pipes. We then will have to evaluate the the kitchen/ restaurant floor for leaks and this will be done in concert with the restaurant in the down season. We anticipate we won't have to have the restaurant closed for longer than a week. Chris pointed out that the restaruant deck may be funneling water into the garage ceiling and that it is in general in poor shape. Discussion ensued regarding the deck being a tenant improvement or being a common element. Most likely it is a tenant responsibility since the deck is used for business being conducted by the restaurant, and not there for potential use by all the owners. Paul S. will discuss this with Nate and update the board on what we need to do to improve the deck, and to potentially having to have it replaced/repared. In general we agreed that we would get 3 bids for any major Demolition work and we are aware that we may have to consult County records if conflict should arise on the responsibility issue for the deck.
5. Master Key – we decided to have all the units on a master key for reasons of practicality and safety: we need yearly sprinkler and fire inspections, which have not been done in over 5 years. This is a liability and needs to be remedied as soon as possible. We deicded to send owners a letter outlining a plan on when we will proceed by using A/M Locksmith and we will also notify owners out of courtesy of when the inspections will take place. We discussed that at the same time we should inspect the units if all are in compliance with the previously mandated switch from wood burning to gas burning fireplaces. We will send the letter to owners registered mail and at least 2 weeks ahead of time before we will change the locks. We will obviously send the owners 4 replacement keys and our management and maintenance staff will stand by around the time of the

- switch to let owners/renters into the units and provide keys in emergency/urgency situations.
6. Wireless internet: Dan will contact Comcast for the cost of this.
 7. Update letter to owners was discussed and Peter Wessels comments were discussed (unit 102): he proposed an idea to turn the clubhouse into a residential unit and to place the hot tub outside. This idea was previously turned down by the Town because there is not enough parking space per City code. Furthermore any undertaking like that would require 75 % agreement by the owners, since it would require a change of the declarations.
 8. Kayak Park: The board and Mike Kerrigan have met several times with the Town of Frisco (Jocelyn Mills) and we decided to table the discussion if WBI should grant an easement to the Town to allow the second phase of the Kayak Park including a small portion to be on WBI property. We will first see the impact of the first phase of the Kayak Park and then decide in the next few years if it is in WBI interest to grant the easement. This was also thought to be a financially prudent approach by the Town, since it would allow a stepwise approach and spending on the town's part.
 9. Miscellaneous:
 - a. Restaurant warning issues – boxes not being broken down; debris on the stairs etc was discussed. Verbal warnings have been given several times but problems are still occasionally happening. We may have to resort to fining the restaurant if they do not show consideration and understanding of the issues.
 - b. Unit 105 requests: Gas line to patio – up to owners discretion since it is inside the individual unit; Vent in bathroom – the studio units all seem to share the same issue that there is no separate vent for the bathroom and we should notify the owners of this issue and allow the respective owners to have a vent to the outside which should however be not intrusive and of standard format. Brad Redman will get in contact with Sandy Hawkins (unit 105) and discuss this with her.
 - c. Fireplace inspections will be conducted at the same time when we will conduct the sprinkler and fire inspections.
 - d. At some point we will need to look at the roof of the east building to make sure we have enough insulation there, and to make sure there is no risk for pipefreezing.
 - e. The garage ceiling in the East building will need to be reviewed as well since there are Pee traps that are freezing and those will need to be insulated/heattaped.
 - f. We will notify owners at the next HOA meeting that some thermostats may need repairs in order to not waste energy.
 - g. We will also remind owners to be knowledgeable about their units in terms of knowing where the gas/water shutoff valves are and where the electricity box is in their respective units.
 - h. The clubhouse overhaul will be tackled once the roofing repairs are done and once we know if there is sufficient funds left to being able to perform the spruce up.
 - i. We decided to change our light bulbs to high efficiency bulbs and will look into buying those in bulk and cost efficient either at Costco or through Mike Kerrigan who works with BigHorn Companies.
 - j. Current Maintenance service is sufficient and we felt we don't need to go to daily maintenance.
 - k. Chris has noticed that the light bulbs at the bridge are powered by us via an electricity cable running potentially unsafely above ground. Charles will check into that.

Minutes submitted by Paul Sakiewicz

Minutes of the Woodbridge Inn HOA Board Members Meeting

Meeting held on 8/1/07 via phone conference from 4-5.30PM

Present: Paul Sakiewicz, Jim Schneider, Brad Redman, Chris Burns, Dan Ulmer (for first part of the meeting)

1. Maintenance and Property Management Issues (Dan Ulmer present):
 - (a) The minutes of the Board Meeting from 4/18/07 were approved 3-0-1 (Y/N/abstain).
 - (b) The Loan/ Line of Credit is so far one vote short of approval. 75 % of homeowners need to approve the loan in writing in addition to the approval from the Homeowners Meeting from 1/07. We will call and ask the owners to send in their votes so we can formalize the loan.
 - (c) The Master Key System is in place and the keys to the clubhouse were changed as well. 4 owners opted out of being on the master key system. The new keys were sent to the owners ahead of time and our management company was standing by for opening doors when needed. The Fire inspections and Sprinkler system inspections will commence soon, and owners will be notified of when this will happen. If an owner did opt out of the master key system and after notification of when the inspections will take place did not make their unit available for inspection, the cost of the inspector will be charged to that unit owner, since additional inspections may be needed to complete the inspection of the whole condo complex. We will also inspect the units and see if all the fireplaces were changed to gas fireplaces as decided several years ago.
 - (d) Turner Morris – unfinished work was discussed and the project will be paid once the work is completed. Chris Burns complained that some parts of the project did not go as he expected and in his opinion the project was not well managed (nails and other building materials were lying around and the workers left glue on other surfaces). The project may have lacked cleanliness. Once these issues are addressed by Turner Morris the work will be paid for as agreed.
 - (e) Outdoor carpet – pros/cons discussed; other surface possibilities were discussed.
 - (f) Unit 111 Deck was discussed. Dan Ulmer will look into the issue of the deck possibly damaging our garage ceiling in that building, will get a professional opinion, and have the issue repaired if needed. The cost for this repair will have to be unit 111's responsibility.
 - (g) Security inspections were discussed and it was decided that we would discuss this at the next HOA meeting in 1/08 and see if Owners are interested in having regular security inspections done in their units. The cost will depend on how many units will want to get inspected.
 - (h) Power Cable from Bridge – Dan will contact the Utility company to bury the cable
 - (i) The lights at the outdoor parking lot were burnt out and replaced.
 - (j) The Comcast Wireless internet Proposal will be brought up at the next HOA Meeting. We understand that Comcast will provide the service for all or none at the discounted rate. The additional monthly cost for this would be about 20 dollars per unit per month (not sure about this amount exactly – correct me if I am wrong, Dan)
2. Communication amongst Board Members: We discussed and agreed to communicate in a professional and mature manner. There were complaints about one board member using inappropriate language towards several people at our management company and this was discussed. As a board we will decide to what extent financial information will be requested from our management company, rather than one person requesting superfluous information, which could put unnecessary and undue stress on our management company. Furthermore we will try to have our next board meeting in person up at the condo complex rather than by phone conference.
3. BPM – issues: Financials were discussed and PS reviewed those, which included account balances (checkings/savings) and the 2 delinquencies were discussed as well. We agreed that we need to have a better way of keeping an eye on dues delinquencies. BPM's performance was discussed and the majority of the Board agreed that the

- performance was excellent and that critical issues are swiftly taken care of. We will review the contract with BPM again to go over reimbursement and duties.
4. Unit 111 issues – the deck was discussed as per 1.(f) and we are aware that unit 111 is getting bids for a new epoxy floor in the kitchen. We voted 4-0-0 on the need to have the Exhaust Vent from the restaurant to be cleaned monthly and we decided to let the restaurant know of this need and if this rule is not followed we would have the vent cleaned and billed to unit 111. This situation is a potential fire code violation. We also discussed that we needed to repair the garage ceiling as soon as possible and this will be started within 7-10 days. Drain pipe leaks will be repaired and the garage ceiling closed up as soon as possible. We decided to use Durock for the garage repair if possible for longevity and quality reasons. We also discussed the approach to the boiler repair and after reviewing our attorney's (Dan Wolf) opinion on this it looks like individually metered units are responsible for repairs of the respective utilities (electrical, water, gas). The opposite is also true in that unit 111 should not need to be responsible for repairs to the utilities of the residential units except for their portion of unit 108. The cost of prior repairs will eventually need to be reconciled. It was also brought up that for over a year unit 111 underpaid HOA dues because of an error in how the dues were calculated at that time. This error was detected and corrected such that since approximately 2/06 unit 111 has been paying the correct amount of dues according to our declarations and squarefoot percentages detailed in Exhibit B of our condo declaration.
 5. WBI procedure issues: Dan Wolf is our legal counsel for general issues, however in the event that there should be a legal dispute in the future between unit 111's owner Nathan Richey and the HOA Dan Wolf will represent unit 111 because of his prior obligations. We also discussed minor violations like exterior window trim paint and discussed enforcement of those.
 6. Timeline for the next few months: review of contract with BPM, deck repair unit 111, deck repair unit 107 (which got damaged by a common element structure), west building garage ceiling repair, enclosure of garbage dumpster.
 7. Clubhouse: Brad pointed out that 3 out of 4 windows were repaired by Harry Wilson (unit 104) and that the windows replacement can probably wait for now. The clubhouse overhaul can also wait for now since this is non-urgent at this point. We will recommend to have a sign at the clubhouse door to encourage that people close the windows when leaving since otherwise the windows will get damaged by the wind.
 8. We want to thank all the owners who have put a lot of work into the complex throughout this season gardening, maintaining its nice appeal, painting and helping out otherwise. We especially want to thank Robin and Brad Redman, but also Jim Schneider and Harry Wilson for their work.

Submitted by Paul Sakiewicz 8/27/07

Woodbridge Inn Condo Association
9-1-2007

A Walk Around (review) of Turner Morris clean up West Building roof/deck and other projects.

HOA; Jim Schneider, Paul Sakiewicz, BPM; Dan Ulmer, Charles

West Building, roof/deck clean up

Tan paint on swamp cooler enclosure is light and does not match. (Jim's comment: I used the left over tan paint in the store room for the stair well and it was also lighter. It appears that the weathering and aging of the paint has changed the color.) proposed solution is to have Charles paint the entire enclosure with the left over paint so it at least is all the same or take a board off so the color can be matched. The lighter color on the building is not very noticeable and the building will be repainted in a year or two.

The responsibility of the broken board on the hand rail can not be determined so Charles or a carpenter will replace it.

The swamp coolers look much better since they were painted. The source of the roughness on top cannot be determined. Chris thinks it is glue from the roofing job. Jim's comment: I looked at the top of a fire extinguisher which had glue on it and it has been cleaned up very well so I would expect that the swamp coolers were also cleaned of glue and the roughness on these very old units is not from the glue.

Paul and Jim were satisfied that TM had done a reasonable job on the clean up and advised Dan that they could be paid. (They had not even received payment for materials on this several month project.)

To finish the deck/roof Charles said he had located a suitable carpet at KLM in Frisco. Cost of the carpet is about \$1900. BPM will remove the rubber mats but we all agreed that KLM should do the cleaning even though it is \$60.00/hr. so that they take responsibility for the entire job in case of warranty issues. (The carpet may require that the screen door on unit 214 be removed. This is unfortunate however it is the only unit with a screen door.) Jim's note: We put new carpet in our unit #101 , 3 or 4 years ago and we bought the carpet from KLM. They also installed it. We have been very satisfied. Paul came and looked at it and said it looked like a good job.

West Building:

The restaurant vent stack leaks a little grease. Dan will put a pan under it to catch the grease so the grease does not deteriorate the membrane.

Restaurant Issues:

Garage ceiling. The two open areas are still dripping. Dan said they are from the drains in the restaurant kitchen and not pipes in the garage.

Enclosure for the air compressor. A new box is needed as the existing box is badly deteriorated.

Deck: Unit 111 per Dan owns the deck. It has sagged into the building and water goes into the garage ceiling. Some suggestions were: Extend the roof over the deck past the deck then no water will drain from the building on to it. Tear down the deck and replace it with one that will let water go through to the ground. Perhaps a deck is not really needed by the restaurant or a potential new tenant.

Paul will speak to Nate about these issues this week.

Misc. Issues:

Unit 213: The owner remodeled and did some sawing on the front deck leaving it a mess of saw dust. He should have been sawing on the rear deck not the front deck and he certainly should have cleaned it up. He also needs to paint the white screens on the south side to match the building. The tenant came out and complained about the rubber mats. He was pleased when we advised him carpet was going to be installed.

Wire from the building to the light on the Ten Mile Creek Bridge. Harry Wilson a former board member said the board had decided to allow the city to use our power for the light many years ago. They have never responded to our request to bury this unsafe wire which is not in conduit. We decided to no longer subsidize them and have it removed. A solar panel and battery are available today.

To complete in 2007: Both bldgs.

Cap or install a light in the box over the E. stair well west bldg.

Support gas pipe garage of E. bldg. S/W corner

Thin boards need fixed/replaced over garage of west building just above south side drive in.

Club house roof trim on west side. Brad said he'd get up on the roof and do that. Dan said ok as long as he wore soft shoes so as not to cause any damage to the roof. It is 50 mil and very tough.

-Nails sticking out of siding and roofing - (at least the west building - east (too?))

Trim on western most chimney of east building

Hide/remove cable to unit 205? Why does it run along the back of the building and not internally? Paul will call the owner

-Sidewalk outside restaurant - still under warranty???

2008 Projects

The south side of the West Bldg. has deteriorated to the point where painting will not hold or protect the building. Charles said he was recently involved with this type of a project and the boards are very expensive also a cherry picker is required and is about \$2600.00 a week.. He estimates \$30,000.00 to \$40,000.00 plus painting. This is a high priority project to ensure the continued integrity of the building. Perhaps because this side is so exposed to sun and wind it should be painted more often than the rest of the property. Painting the entire property may have to wait until 2009.

2008-New dumpster enclosure - possibly moved across parking lot and placed into hill. Paul likes the storage shed idea.

Other:

Jim expressed concern about some of the pine trees that are starting to turn brown. Should they be sprayed or removed?

Paul suggested buying a shop vac for the complex.

Owners info. List It was agreed that Board members should have all of the owners phone numbers.

Note on Vinyl paint: I forgot to mention that Sherman Williams told me that vinyl paint is not available in dark colors because it gets hot and can warp the vinyl. However I did get a dark brown from them for a project at my house in Westminster.

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