

CCHOA Executive Board of Directors' Meeting
August 13, 2009

Marianne Van Wagner-Jones called the meeting to order at 7:38 p.m.

Present were: Marianne Van Wagner-Jones, president, Bert Grote, vice-president, Denise Jeffreys, treasurer, Diane Platt, secretary, and Joe Waddell, member-at-large.

Diane Platt made a motion to ratify the verbal agreement to rekey the post office box. Bert Grote seconded the motion. The motion carried. [Note: Marianne phoned each of the Board members to obtain their agreement before rekeying. At this time there were keys to the post office box that could not be found and the simplest solution was to rekey the box for security purposes. This motion is to confirm that agreement and to document it in the minutes.]

Marianne will make a final check at the post office for any assessment checks/payments postmarked Aug. 13 or before to confirm the voting rights of the members with C.I.A. Services for the annual election.

Marianne will announce at the annual meeting that the Rule 11 Agreement and Mutual Release from the 2007 lawsuit have been filed with the Bandera court. A copy of each executed document has been delivered to all parties. The Final Take Nothing Judgment has been signed by four of the five defendants. Marianne spoke with Elizabeth Stoneking regarding signing the document. Elizabeth requested additional time to speak with her attorney before signing. After Elizabeth's signature the original document will be sent to the attorney, William Crist, for signature and filing with the court. A copy will be mailed to all participants. [NOTE: The "Final Take Nothing Judgment" was filed in the Bandera Court on August 24, 2009, and a copy was mailed/delivered to each of the parties on August 28, 2009.]

The consensus of the Board was to settle the CCHOA debts without raising assessments to pay legal fees and in a manner that would not constitute a hardship on the community members. The Board recognized that we are in economic hard times and that some members of the community are facing difficult financial situations, especially those who have lost jobs or are on fixed incomes.

As per the decisions of the August 6, 2009 Executive Board meeting, Marianne contacted the CCHOA attorney (Weber) regarding wording of a legal agreement to refund the overpayment of attorney's fees. Marianne informed the Board that in reading the Promissory Note that it would ensure that the parties would receive their refund; however, it did nothing to protect the CCHOA from further claims of reimbursement or refund from the individuals involved. Therefore, she also obtained a "Mutual Release Agreement" which protects the CCHOA from further claims from the individuals receiving refunds. Marianne distributed the documents to each individual for signature in order to avoid incurring any legal fees. In summary, the Promissory Notes would insure payment for refunds for Salvatierra, Platt and Grote and payment to the CCHOA from Waddell as outlined below. In regard to the refunds, CCHOA will pay \$100.00 per month beginning Oct. 1, 2009, until the balance is paid off for each individual. These documents supersede the April 16, 2009, Board decision to indemnify some of the individuals in the lawsuit.

Henry Salvatierra:	Paid \$2,500.00 - fees owed \$1,195.35 = \$1304.65 refund from CCHOA
Diane Platt:	Paid \$2,000.00 - fees owed \$1,195.35 = \$804.35 refund from CCHOA
Deborah Grote:	Paid \$2,000.00 - fees owed \$1,195.35 = \$804.35 refund from CCHOA
Joe Waddell:	Paid \$0.00 - fees owed \$1,195.35 = \$1,195.35 owed to CCHOA

The final bill from the CCHOA's attorney, Christopher L Weber, LLC, is \$6,339.20. The promissory note that was drawn up by the attorney's office is payable in monthly installments to the attorney in the amount of \$250.00 per month, including 8% interest, until paid in full. Marianne made a motion to accept the terms of the promissory note from the attorney. Bert Grote seconded the motion. The motion carried.

Bert Grote and Diane Platt completed applications and requested quotes for general liability and directors and officers insurance from Wortham (our previous insurance company), Cohn Insurance-Lakehills, Willis HRH (specialize in HOA policies) and Frost Bank. The following quotes were received:

Wortham - general liability	\$1419.00
Willis HRH - general liability	\$2059.00
Willis HRH - D & O	\$1140.00

Robert Cohn, Cohn Insurance, explained to Marianne that Willis HRH was an "admitted" insurance company meaning that the company has been admitted to sell insurance in the state of Texas. Because we had a quote from an "admitted" insurance company, the state board of insurance requires those quotes from "non-admitted" companies to withdraw their quotes. Consequently, Cohn Insurance withdrew their quotes. Robert Cohn agreed to review all the quotes to make certain we were getting the best policy for our money. His recommendation was to go with the Willis HRH as there are definite advantages to having the general liability and D&O with the same company. He also stated that the general liability policy from Willis HRH was designed specifically for HOA's. Wortham also appeared to be a "non admitted" insurance company and did not provide a D&O quote after several requests and a completed application.

Marianne made a motion to obtain general liability and D&O insurance from the Willis HRH Company. The cost will be \$2059.00 for general liability and \$1140.00 for the D&O. We will ask Willis HRH to finance the policies so that we can make monthly payments. Denise Jeffreys seconded the motion. The motion carried. [Note: The policies were financed through AICCO, Inc. Terms: Total premiums \$3199; down payment \$639.80; amount financed \$2559.20 plus finance charge \$142.70; 10 monthly payments of \$270.19. Policies went into effect 8/15/09.]

Marianne informed the Board that the CCHOA now had an email address to be used for mail from its members. The address is board@comanchecliffs.com. This generic address can be transferred to future boards and used on official correspondence from the CCHOA instead of our personal addresses. There was no extra cost for this email and Marianne, as president, is the current recipient of email sent to this address.

Denise Jeffreys made a motion to adjourn. Joe Waddell seconded the motion. The meeting adjourned at 8:36p.m.