

CCHOA Board Meeting 01/10/12

Meeting Location: Public Library

Board Members in Attendance: John Cooner, Tina Lane, Robert Corless (via Skype/phone), Amanda King

Meeting Called to Order at 6:19pm by John Cooner.

This meeting was open to community to observe the board.

Mr. Cooner started the meeting by reviewing last month's open action items from our December meeting.

- Verifying that we had sent out the flyer to the homeowners. It had.
- Asked if the template for violation letters had been completed. This was still an open action item. Robert confirmed it was still open.
- Mr. Cooner stated that he had completed the Architectural Form and placed it on the web site.
- Verified with Mr. Corless had received this and he had.
- Ms. Lane verified with Mrs. King that she had seen the community website and she confirmed she had.
- Verified with Mr. Corless that he had returned signed meeting minutes, which he had.
- Ms. Lane had finished typing up meeting minutes and sent out for review. This had been completed.
- Mrs. King was supposed to provide Architectural paperwork. This was never completed to Mr. Cooner completed this item and placed form on website.
- Ms. Lane completed Access database to log incoming mail, documents, etc...
- Mr. Cooner has the website up and running at this time.

Mr. Cooner then addressed Mrs. King if she had gotten a chance to look at the updated website. She said she had not. Mr. Cooner had made a few changes.

- Put up a picture of Mr. Corless and Ms. Lane
- Added copies of covenants, bylaws and articles of incorporation
- Placed fall meeting minutes on website
- Placed Architectural Request Form online

Mr. King attended the board meeting and was observed walking behind the two homeowners, who attended with the Kings, conversing with them in a whisper. He had a handwritten page of notes. He was coaxing them as to what questions to ask the board. All questions were address to Ms. Lane, Mr. Cooner and Mr. Corless only. Nobody addressed their questions to Mrs. King, nor did she attempt to answer any. He did this several times throughout the meeting. The questions that were being asked were asked with the sole purpose to cast the other board members in a bad light and to try and get us to say something that would help them corroborate their false claims against the board. The board had addressed these issues in the past on multiple occasions and had been brought up repeatedly by Mrs. King even though they were closed action items.

After such an incident homeowner asked Mr. Cooner and Ms. Lane why Mr. Corless was Skyping and they were told it was because he was temporarily out of town. They asked why he was on the board if he wasn't living here. Mr. Cooner informed them that he is still a homeowner in the community and he would be returning in a couple of months.

Homeowner was then told to ask who was running this meeting asking if it was Mr. Cooner. Mr. Cooner asked Mrs. King if she had a meeting agenda, she stated that Ms. Lane had sent it out to her via email and that she had seen it. She did not bring it to the meeting so at that time John pulled up his copy on his computer and Ms. Lane provided him with the hard copy of last month's meeting minutes, which Amanda had not reviewed and did not bring to the meeting. Since Mrs. King did not bring a copy of the meeting last week's meeting minutes or a copy of the agenda Mr. Cooner led the meeting.

First agenda item up for discussion was the Vandalism of the Entrance Sign off Carthage Street.

See Doc# 012

- Mr. Cooner purchased paint and had two neighbors help him repaired sign. Copies were made of receipts (DOC#012) and will be included with meeting minutes.
- Mrs. King was unsure as to if they vandals out of jail yet. Stated that they each had a \$15,000 bail set and were facing some 30 charges apiece in connection with the break-ins in the neighborhood. She felt they were also the same people who damaged our entrance sign, egged cars and houses, and breaking into cars. Her source told her he would keep her posted and let her know if they got out on bail.
- Homeowners, after being prompted by Mr. King stated unaware of break-ins and this was the first they had heard of this. Mr. Cooner stated that there were two break-ins that he was aware of (referring to Ms. XXX car and a house on Golden Horseshoe by James River court) Mrs. King corrected him that there had been SEVERAL break-ins.
- Mr. Cooner and Ms. Lane stated that they only knew of the two incidents mentioned above. They spread the word to neighboring homeowners and several took it upon themselves to drive through the neighborhood as extra precaution.
- Mrs. King was aware of several more and failed to mention these to the rest of the board. Had the entire board been made aware that there were far more acts we could have better assessed the situation.
- Mr. Cooner explained that every time we send out a memo it costs the homeowners money. Explained that we were only able to budget approximately \$500 for all of our mailings for the year. This includes annual meeting notices, dues notices and with break-ins he would be more than happy to post this information online as an additional means to get the word out to the community. This mater was discussed amongst the board previously.
- Homeowner stated that if the board can send out a quarterly newsletter reminding them to keep their place neat and pick up their trash etc... We should be able to send out a memo for this.
- Mr. King then asked what we would be doing to notify all the Spanish speaking residents in the neighborhood. Asked Mr. Cooner and myself if we speak Spanish. We replied that

we did not. He asked how then if we had an English website, how would they be able to use it. Mrs. King added that we have Vietmees, Pilipino, you know the other people, the Jamaicans, Africans as well.

- Mr. Cooner told them that his neighbor worked as an interpreter and he would get with him to see if he could be of assistance translating some of our documents. Mr. Cooner then pointed out that during the last three years she had never provided any of these items in Spanish. He didn't know that it was a requirement.
- Mrs. King stated that it was the "boards" job to reach out to these homeowners. Mr. Cooner stated that this was the first time she had ever brought this up to him.
- Mrs. King stated that he Vietemise also needed to be addressed.
- Ms. Lane was told to make this an action item for Mrs. King, she accepted this action item.

Mr. Cooner addressed Mrs. King inquiring as to the status of the landscaping contract she was supposed to have followed up on. Mrs. King had not contacted the company and could not provide any resolution to the following issues: 30 day contract clause

- Tree clarification
 - Ms. King didn't feel this would be an issue ever because it was done this past year and the materials applied to the tree is supposed to keep the limbs from ever growing back.
- Mulch for playground and Glouster
- Maintenance around the pond
 - Ms. Lane asked Mrs. King who the responsible party was for maintenance around the pond. Mrs. King explained that that was the responsibility of the landscaping company as well.
 - Mrs. King told Mr. Cooner and Ms. Lane that we would have to call them.

Following prompting from Mr. King, homeowner inquired the budget, where we stand, are we in the black or the red.

- Mrs. King stated that back in October Misty, Tina and I went over the budget and had it all finalized and she wasn't really for messing with it because if there was a short fall we could move funds from the Reserves to cover it.
 - Mrs. King failed to mention that after it had been approved she had Misty change several figures. This is one of the things that prompted the "new" board to take a second look at it and approve it a second time.
- The Reserves are there for us in case of emergency. Like for instance if a hurricane rolls through here to pay for clean-up.
 - Mrs. Lane pointed out that our reserves have already been cut in half due to Mrs. King's expenditures on the park. We don't really have anything left in there to take out.
 - Mrs. King stated that it was her plan to replenish the reserves in January.
- Mrs. Lane explained that some of the items that had changed on the budget were a large increase in attorney fees due the new attorney that Mrs. King obtained. We also had to increase

our landscaping budget due to Mrs. King firing our current landscapers. We had to lower our special projects monies to accommodate these without raising the dues.

- Mr. Cooner stated that we are just under our budget for 2012.
- Mrs. King asked if anyone had had a chance to post the Budget Explanation to the website.
 - Mr. Cooner said he had not posted it yet and requested a copy from Ms. Lane so that he could post.

- Ms. Lane informed the board that the new signature card for the checks was sent Mr. Corless on 12/30/11 who forwarded it onto Matthew at William Douglass on 12/30/11.
 - Ms. Lane verified that Matthew had received card and was informed that he had forwarded it on to the bank. He will be sending checks for us to review and sign within the week.
- Mrs. Kings asked who was signing the checks. Mrs. Lane stated that none had been received to date but that they would be here within the week.
 - Homeowner asked if Mr. Corless was going to be signing the checks.
 - Mrs. Lane explained that Mr. Cooner, Mr. Corless, and she were going to be authorized to sign the checks.
 - Mrs. King stated that it was never made clear to her that she wasn't going to be signing the checks. Reference DOC#026.
 - Mr. Cooner explained that the checks and that it would require two signatures to add an additional layer of accountability for the homeowners. Homeowners expressed concern over this at election meeting largely over the park expenditures.
 - Homeowner inquired to the cost of the park. Mrs. King stated that William Douglas had all the paperwork for the park expenditures. She could only give an approximate guess. There were three checks to cover the costs of the park. The equipment, which was heavy duty, the swings. So approximately \$22,000 for everything.
 - Mr. Cooner inquired if that was in the budget last year he was not aware if it was. Mrs. King stated that \$7000.00 was in special projects. The rest was pulled out of reserves.

- Homeowner had a question, we are sending out a signature card to Mr. Corless who can't sign off on any checks. Mrs. Lane stated that he could sign. Homeowner asked if it would have to be forwarded to him. Mrs. Lane answered yes. She didn't understand this. Mrs. Lane informed her that Mrs. King didn't want to sign the checks any longer so we needed him to have signature authorization because at such a time that a board member needed to be reimbursed it requires two signatures. And the member requesting the reimbursement could not sign their own check.
 - Mrs. King interjected that the reason that she didn't want to sign checks anymore was because she had been accused by Mr. Corless of stealing money from the HOA. She

stated she doesn't handle any money and that the checks she signs are to pay the vendors. Reference 2011 invoice /check logs from William Douglas.

- Mrs. King asked who the two signing parties were now. Mr. Cooner stated that the other three members. Mr. Corless explained that we would mail the check to him and he would return it in an expedited manor just like we did with the signature card. Its turnaround time was three days from time it was received by CC to the time it was back with William Douglas. This would only be for instance when a board member was being reimbursed any other time Mr. Cooner and Ms. Lane could handle things.

Mr. King stated that he had some questions he wanted addressed.

- He asked the board why we made Mrs. King the HOA President. Why didn't one of us rest of us make ourselves president?
 - Mr. Cooner stated that after the election that Mrs. King said she wanted to be the president. That is what he based his information on. He didn't have an opportunity before that to talk to her.
- Mr. King asked if the rest of the board agreed on that.
 - Ms. Lane and Mr. Cooner said that yes we had.
- Mr. King asked why Mr. Corless didn't make himself President?
 - Mr. Corless responded that he knew that he was being temporarily reassigned out of town and he knew that the President was going to have a bigger role than Vice President. He also heard Mrs. King voice after the election that she wanted to be President. We wanted to try and make it so all four of us could work together as a team. One of us made a motion to make Mrs. King President and the others seconded and approved the motion.
- Mr. King asked: So when we all decided to make her President why does she not have right to make decisions on the board? Stated that he was told somewhere that President didn't have right to vote.
 - Mr. Corless responded that we never mentioned about her not voting. He had heard of that like when there is even number of votes on the board.
 - Mrs. Lane stated that we all vote, not just the President.
 - Mrs. King stated that that wasn't correct that President has right to vote.
 - Mrs. Lane stated that the President has to be at the meetings so she can vote.
 - When you decided not to attend meeting you gave up right to vote.
- Mr. King stated that the meeting should have been held at another time.
 - Mrs. Lane stated that she missed two meetings.
 - Mr. Corless stated that that meeting where positions were established that Mrs. King was at the meeting in the right location at the designated time and so was Mr. Cooner and Ms. Lane. Because of circumstances and her understanding of when new board took over she decided not to participate in that meeting.

- Mrs. King stated that she had a right to decline that meeting because it was illegally called.
 - RC stated that every board had same amount of notice.
 - Mrs. King goes on to argue she didn't get a three days notice. Stated we couldn't demand her attendance.
 - Mr. Corless stated that she told the board that we could have the meeting at her residence. So that would make it assumable that if she was offering that, that she was able to attend a meeting.
 - Mrs. King accused the board of meeting prior to that day.
 - Ms. Lane and Mr. Corless and Mr. Cooner stated that we had not had a meeting prior to the one we called on that night.
 - Mr. Corless didn't understand what confusion was. The entire board was all there. She declined to stay for the meeting and left.
 - Mrs. Lane told her to stop complaining about the meeting she missed because she walked out of meeting.
 - The board thought it would be a good idea to meet once face to face to introduce ourselves and get few things straight before Mr. Corless left town. The intention was to enable us to work better together as a board. The board had only best of intentions.

REFERENCE Attachment 1

Due to excessive interruptions by homeowners during board meeting the board was unable to discuss the attorney that was acquired by Mrs. King. Mr. Justin Hampton was retained by Mrs. King on Dec.1, 2011. Reference DOC#024 and 013. Board voted via email to continue using Mr. Hampton as the HOA attorney.

Action Items for next meeting

- Ms. Lane to send Mr. Cooner copy of budget explanation sheet.
- Mr. Cooner to place Budget explanation sheet on website.
- Mr. Corless to draft a template of violation letter and send to board for review.
- Mr. Cooner to draft Architectural Approval form.
- Mrs. King to provide Mr. Cooner with email roster.

- Mrs. King to meet with Mr. Ortiz and get him to translate documents into Spanish.
- Mrs. King to provide Mr. Cooner with architectural forms from last three years.
- Ms. Lane to contact Ms. Lane to follow up with another possible company called Fresh Cuts. Owner's name is Jason Hinshaw 910-574-1314.
- Ms. Lane to contact Misty @WD to verify paper mailing request was sent to homeowners.
- Ms. Lane to send sign repair paperwork and web page purchase paperwork to Misty at William Douglas.
- Ms. Lane to follow up on CCHOA Attorney.
- Mr. Cooner and Ms. Lane to contact landscaping company to obtain quote clarification.

Attachment 1

The following is taken from the governing By-Laws:

MEETINGS OF DIRECTORS

6.1. Regular Meetings. A regular meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of Members. In addition, the Board of Directors may provide, by resolution, the time and place, either within or without the State of North Carolina, for the holding of additional regular meetings.

6.2, Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. Such a meeting may be held either within or without the State of North Carolina, as fixed by the person or persons calling the meeting.

6.3, Notice of Meetings. Regular meetings of the Board of Directors may be held without notice, The person or persons calling a special meeting of the Board of Directors shall, at least three (3) days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called.

6.4, Waiver of Notice. Any director may waive notice of any meeting. The attendance by a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

6.5, Quorum. A majority of the number of directors fixed by these by-Laws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors,

6.6, Manner of Acting. Except as otherwise provided in these by-laws, the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

6.7, Presumption of Assent. A director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his contrary vote is recorded or his dissent is otherwise entered in the minutes or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

6.3. Informal Action by Directors, Action taken by a majority of the directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all the directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Mrs. King has expressed, on numerous occasions, in a very accusatory manor to the board and to homeowners in the community that the board of directors acted outside of our authority per the by-laws. The areas highlighted above are what Mr. Cooner, Ms. Lane, and Mr. Corless are using to justify our actions on the night of 11/09/11.

The new board of directors was elected on 11/08/11. Mr. Corless, a new member to our board, had leave town the following day. Mr. Corless and Ms. Lane thought it would be a good idea to get together and have one face to face meeting as a board prior to him leaving. Ms. Lane contacted Mr. Cooner and Mr. Corless contacted Mrs. King to see if they would be available. Mr. Cooner thought this was a good idea and offered to have the meeting at his residence. Mr. Corless and Ms. Lane accepted this offer. The meeting was set up for 8:30pm at Mr. Cooner's house. Mr. Corless contacted Mrs. King and told her about the informal meeting at 130 pm on the phone. She said she would attend.

So when meeting was initially scheduled all board members agreed to have the meeting. Mrs. King changed her mind several times during the course of the day after that point and she did show up for the meeting but refused to stay. But the board was well within their rights to hold an informal meeting at that point. Everything we discussed at that meeting was documented in meeting minutes which were hand delivered to Mrs. King by Ms. Lane and Mr. Cooner. These minutes were signed by every board member.

ANDERSON JONES, PLLC

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RALEIGH, NC 27609
TELEPHONE (919) 277-2544

PO BOX 26048
RALEIGH, NC 27618
FACSIMILE (919) 277-2584

November 28, 2011

jamjones@anderson-jones.com

MAE-2141-101.Y (mae2141@mae.com)

Ms. Amanda King
Carriage Colonies Owners Association, Inc.
681 Bolton Court
Sanford, NC 27330

**RE: Carriage Colonies Owners Association, Inc.
Proposal of Anderson Jones, PLLC**

Dear Ms. King:

As a follow-up to our conversation yesterday, Anderson Jones, PLLC ("Anderson Jones") submits this proposal to serve as general counsel for Carriage Colonies Owners Association, Inc. ("CCOA"). As general counsel to CCOA, Anderson Jones shall provide general legal advice to CCOA and assist in the collection of HOA fees from homeowners in the form of: (1) drafting letters to homeowners' demanding payment; (2) preparing and filing liens against homeowners who have failed to pay HOA fees, and, if necessary, (3) filing suits to enforce such liens. In exchange for the aforementioned legal services, Anderson Jones proposes the following:


1. CCOA agrees to pay to Anderson Jones a monthly rate of \$200.00 for the purpose of obtaining Anderson Jones' legal services;
2. CCOA agrees that Anderson Jones shall have immediate access to monthly funds paid by CCOA, and that Anderson Jones is not obligated to hold such funds in trust;
3. CCOA agrees that for a rate of \$400.00 per month, Anderson Jones will provide legal advice pertaining to HOA law, draft letters to homeowners' demanding payment of HOA fees, and file claims of lien against the property of homeowners who have failed to pay their HOA fees;
4. CCOA agrees to pay all filing fees, expenses, and certified mail charges incurred by Anderson Jones for sending demands, filing claims of liens and serving liens against homeowners within the Carriage Colonies Community. The approximate amount of said fees, expenses, and mail charges is \$20.00 per demand letter or lien.

Construction	Contracts	Environmental	Real Estate	Litigation	Collection
CRMA Defense	Contract Defense	Administrative	Traffic	Business Law	

5. The rate of \$450.00 per month does not include Anderson Jones' fee for filing suit to enforce previously filed liens, as requested by CCOA. Furthermore, the Parties shall negotiate and agree upon a fee to be paid to Anderson Jones, on a case by case basis, prior to the performance of such services;
6. The rate of \$450.00 per month does not include any travel expenses incurred by Anderson Jones in attending CCOA meetings. In the event CCOA requests the presence of Anderson Jones at an association or related meeting, the Parties shall negotiate and agree upon travel expenses and/or fees to be paid to Anderson Jones, prior to Anderson Jones' attendance;
7. This Agreement shall be in effect for a period of one (1) year, beginning January 1, 2012 and ending December 31, 2012. At the expiration of this Agreement, CCOA and Anderson Jones shall have the option of renewing said Agreement for a period of an additional year should they mutually agree to such; and
8. CCOA and Anderson Jones agree that services may be terminated, by either party, prior to the expiration of the above stated term for one year by providing the other with written notice at least thirty (30) days prior to terminating the Agreement.

As I mentioned previously, I believe Anderson Jones is well suited to provide the representation CCOA is in need of. Please feel free to contact me should you have any questions, or if you wish to discuss the proposed terms. If you find the terms stated above to be acceptable, please let me know such at your earliest convenience and I will get an official retainer agreement to you. I look forward to working with you.

Sincerely,



Justin M. Hampton
Anderson Jones, PLLC
1305 Navaho Drive, Suite 303
Raleigh, NC 27619
919-277-2541 (o)
919-277-2544 (f)

ANDERSON JONES, PLLC

10000 Springdale Avenue SE
Burke, VA 22015
Telephone 703.751.1000

One Springdale Way
Burke, VA 22015
Telephone 703.751.1000

November 21, 2011

MEMORANDUM

To: General Counsel
Fidelity Investments (Trust Services) Inc.
Re: Investment
Date: 11/21/11

RE: Fidelity Investments (Trust Services) Inc. Request for Information - Investment
Trust R.I.C.

Dear Sirs:

Enclosed for your review are the responses to the Request for Information
from Fidelity Investments (Trust Services) Inc.

As requested, the responses are provided in the following format:

1. FIC's response to the Request for Information (RFI) is provided in the enclosed
format (see attached).
2. FIC's response to the Request for Information (RFI) is provided in the enclosed
format (see attached).
3. FIC's response to the Request for Information (RFI) is provided in the enclosed
format (see attached).
4. FIC's response to the Request for Information (RFI) is provided in the enclosed
format (see attached).
5. FIC's response to the Request for Information (RFI) is provided in the enclosed
format (see attached).

Very truly yours,
[Signature] [Name] [Title]

Letter to Amanda King
11/29/11
Page 3 of 3

we hereby notify you, pursuant to the Rule 1.5 of the North Carolina State Bar's Revised Rules of Professional Conduct, of the State Bar's Fee Dispute Resolution program. Additional information about this program may be obtained from the State Bar in Raleigh, North Carolina. Under Rule 1.5, the Firm must notify you of any dispute regarding fees at least 30 days prior to initiating a legal proceeding to collect the disputed fee.

If you agree to the above-mentioned terms of representation, please indicate by your signature below and return the original copy to us. Our mailing address is Post Office Box 20248, Raleigh, NC 27619. Once we receive the signed agreement, we will sign a copy and return one to you for your files. If my understanding of the agreement is not correct, please contact Justin Hampton immediately at (919) 277-2541 or by email, JHampton@andersonandjones.com.

We know you have many options for legal services and truly appreciate the trust you are placing with us. If you have any questions or concerns during our representation, please do not hesitate to contact us. Our relationship with you and your association is important to us and we hope to keep you as a client for many years to come!

Sincerely,

Alicia Lewis

Alicia Lewis
Office Administrator

Cc: Todd Jones

<p>CARTHAGE COLONIES OWNERS ASSOCIATION, INC.</p> <p>Agreed By: <u><i>Amanda King</i></u> Amanda King</p> <p>Title: <u>President</u></p>	<p>APPROVED AND ACCEPTED:</p> <p>Anderson Jones, PLLC</p> <p>By: <u><i>Todd A. Jones</i></u> Todd A. Jones, Esq.</p> <p>Date: <u>December 2, 2011</u></p>
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DOC#024

On Jan 13, 2012 11:01 AM, "Tina Lane" wrote:

>
> Robert and John,
> We didn't have time during our last board meeting to have a discussion
> on what attorney the board wants to use. I had, Mr.Hampton send you both the
> contract that Mrs. Amanda King entered into back in December of 2011.
> Since there was never a board vote on using this attorney I was
> wanting to make a proposal / motion.
>The attorney has contacted me stating the following:
>
> **This section omitted to protect homeowner confidentiality**

> He is unable to proceed until he hears back from the board as to
> weather we are going to honor said contract.
>
> There is currently only a 30 day notice to terminate the contract Mrs.
> King entered into. I was wanting to propose that we stay with this
> attorney and honor said contract. If the need arises in the future we
> can look at a different alternative at that time.
>
> I would like to officially make the motion to retain Justin M.
> Hampton, Attorney at Law with Anderson Jones, PLLC as the Carthage
> Colonies legal representative.
>
> Please reply with your motions and I will act from there and place
> this correspondence in with our meeting minutes.
>

> Thanks,
> Tina Lane

From: Robert Corless <robert.corless@gmail.com>
Date: Sat, Jan 14, 2012 at 12:55 AM
Subject: Re: Carthage Colonies Attorney
To: Tina Lane <tmlane77@gmail.com>

I'm ok with using the new attorney, just need to make sure we figure out how we are going to pay for the additional unbudgeted cost.

Rob

To: Tina Lane
From: John Cooner
Date: Jan 13, 2012

I agree

John Cooner

From: Tina Lane [mailto:tmlane77@gmail.com]
Sent: Thursday, January 19, 2012 10:18 AM
To: Misty Bernot; Matthew Keepes
Subject: Fwd: Carthage Colonies Attorney

Misty,

The board has voted to keep the attorney that Amanda hired at the end of last year. Please see emails below. If you could please make sure that Mr. Hampton receives the payment that is due him ASAP. Thanks!

Tina Lane

From: Tina Lane <tmlane77@gmail.com>

Date: Sat, Jan 14, 2012 at 10:44 AM

Subject: Fwd: Carthage Colonies Attorney

To: Justin Hampton <JHampton@andersonandjones.com>, Misty Bernot <mbernot@wmdouglas.com>, Matthew Keepes <mkeepes@wmdouglas.com>
Cc: CCHOA <cchoa620@gmail.com>, John Cooner <cchoaarc@gmail.com>, Rob Corless <robert.corless@gmail.com>

Mr. Hampton,

The Board of Directors has voted to honor the current contract that Mrs. King has set up with you. Thank you for your patience with this matter. We look forward to working with you. I will contact William Douglas first thing Monday morning regarding the payment that is due you.

Regards,
Carthage Colonies Board of Directors

DOC#27

On Tue, Dec 20, 2011 at 11:49 AM, Misty Bernot wrote:

Hello BOD,

Recently we have been receiving conflicting instructions from the BOD at Carthage Colonies. Please confirm that Amanda King is our point of contact and that you do not require a second signature. If you do require a second signature please mail in the information Matthew requested.

To reduce confusion in the future please discuss all HOA matters with the entire BOD if possible and have any action items needed on William Douglas' end relayed to us via one point of contact.

Thank you,

Misty Bernot
Property Manager
William Douglas Management

On Tue, Dec 20, 2011 at 4:13 PM, Tina Lane wrote:

Misty,

Matthew has sent me the signature page so that we can require two signature for every check. This was a decision made by the board. I will have John and Amanda sign it tonight or tomorrow and get it in the mail ASAP. Sorry for any confusion, but we will be requiring two signatures once said paperwork is returned to Matthew. In the mean time if you could please just send an email to John, Robert and myself of all checks that Amanda is signing so that we are at least aware of what is being paid. Thank you. Hope you have a Merry Christmas!

From: John Cooner [mailto:cchoaarc@gmail.com]
Sent: Tuesday, December 20, 2011 3:19 PM
To: Tina Lane
Cc: Misty Bernot; Rob Corless; CCHOA
Subject: Re: Conflicting Instructions

Per the board meeting and a vote it was decided that there will be a requirement for 2 signatures on all checks.

The main point of contact will be Tina Lane. She is the Association Administrator and will be documenting all incoming and outgoing documents so the board will be able to track anything in between our monthly board meetings.

I have established a webpage and a board email address it is Board@carthagecolonies.com and that will send an email to everyone on the board. This should minimize confusion and the need to track any changes to the board. I will make updates to the list as boards members are added or removed.

If it requires any clarification I will see if Robert Corless will send an email stating the same thing and that would be 3 of 4 board members stating this for Clarification.

If there are any issues or questions please feel free to contact me.

Thanks
John Cooner II
Carthage Colonies Home owners association
Communications and ARC director
John.Cooner@carthagecolonies.com

Rob Corless
12/21/11

Misty,

John and Tina are correct in stating that there will be a requirement for 2 signatures on all checks from now on (once the signature card is turned in), and that Tina Lane is the primary point of contact between the Carthage Colonies Board of Directors and William Douglas. Additionally, any board member seeking reimbursement from the HOA will not be one of the required two signatures.

This is to ensure that the entire board knows where the money is being spent before it is spent and to whom is receiving the checks. The POC for William Douglas is the Association Administrator, Tina Lane. This is to ensure that all documentation coming into the HOA is properly logged/documentated in order to keep all other board members informed.

If you have any questions regarding the changes above to the Carthage Colonies HOA Board operating procedures, please reply to all or reply to Board@carthagecolonies.com

Respectfully,
Rob Corless
Carthage Colonies HOA
Vice President

DOC#026

From: Tina Lane

Sent: Thursday, December 08, 2011 1:07 PM

To: Matthew Keepes; Misty Bernot

Cc: Rob Corless; John Cooner

Subject: Carthage Colonies Sanford: Changes to Authorized Check Signature Requirements

Matthew,

As per the board's decision back in November I am attaching a signed request from the Board of Directors here at Carthage Colonies. From this point forward we are going to require two board members signatures on every check for it to be valid. We are doing this in an attempt to control expenditures and to make sure that the board is aware of where everything is being spent. As per our conversation a couple weeks ago I believe you were going to be sending us a new signature card. Please let me know if there is anything else you need from us to make this happen. It would be great if we could have everything in place by the first of the year.

Thank You

Tina Lane

On Thu, Dec 15, 2011 at 5:16 PM, Matthew Keepes wrote:

Hello all,

I have the signature card ready to be filled out, but I am not able to find Tina Lane in our system. Please let me know the mailing address of where I should send the paperwork. Once everyone has filled out all the highlighted areas and signed where indicated, please mail back to the return back to me in the postage paid envelope I will provide. Thank you.

Matthew Keepes

Accounting Department

William Douglas Management

From: Tina Lane

Sent: Thursday, December 15, 2011 8:27 PM

To: Matthew Keepes

Subject: Re: Carthage Colonies Sanford: Changes to Authorized Check Signature Requirements

My address: Tina Lane

XXX Carthage Colonies

Sanford, NC 27330

Subject: RE: Signer on HOA Checks

On Tue, Dec 20, 2011 at 12:16 PM, Carthage Colonies <cchoa620@gmail.com> wrote:

Hi Team,

Just wanted to let you all know that there will only be one signer on the HOA checks, and that will be me, the President of the Board. Vendors need to be paid on time, and they do charge late fees. I have been signing the checks for the HOA for 2 years now. They are mailed directly to me at my home so that turn around time is quick, and some vendors come and pick their checks up from me. I have a hard enough time trying to finding Tina, or getting in touch with her as it is, and I am not running all over the place looking for the second person to sign vendors checks.

As it stands right now, there will be one point of contact with William Douglas, and that is me, the President. It causes too much confusion when more than one person is calling and giving instructions to our liaison person, Misty Bernot. I have instructed her to deal with me, and me only on board matters. It is my job as the president of the board to handle corporate matters, and the VP job can do so in my absence. Every member of the board should not be calling Misty giving her instructions. This is not everybody's job to do on the board. Everyone needs to do the job they are hired to the board to do.

Misty you may feel free to speak with Robert Corless, but only in my absence.

Any questions, please feel free to contact me.

Amanda King, President

Carthage Colonies Owners Association, Inc

Sent: Tuesday, December 20, 2011 4:20 PM

To: Carthage Colonies

Cc: John Cooner; Rob Corless; Misty Bernot

Subject: Re: Signer on HOA Checks

Amanda,

The board agreed to a two signature policy for all checks being paid. If you wish to have another meeting to discuss changing this please let the rest of the board know. As it stands two signatures will be required for all checks once the proper paperwork has been returned to WD. The entire board needs to be aware when money is being spent. I can assure you it will be easy for you to obtain the second signature you will need in the future. I will call you and set up a time that I can come by and get your signature for the request. And it was also agreed upon at our board meeting that I would be the point of contact for the HOA with WD. If you would like to discuss further please set up a meeting with the board and we can review our decision.

Respectfully

Tina Lane

On Wed, Dec 21, 2011 at 6:28 PM, Matthew Keepes wrote:

Ms. Lane,

Per Amanda King, I have requested an updated signature card for Carthage Colonies from the bank which leaves off her name. I just received this updated signature card today and I have highlighted everything that needs to be filled out again. This new signature card is going to supercede the one I sent you just recently. If you still have the old signature card I sent you please do nothing further with it except send it back to me when you have the new signature card completely filled out and return them both to me at the same time. I will simply destroy the old signature card. Please let me know if you still have the pre-addressed, postage-paid envelope I previously provided you so I can mail out this new signature card to you and send another pre-addressed, postage-paid envelope if necessary. Once you let me know about the envelope I will get this new signature card mailed to you. Please be advised, time will be of the essence to get this new signature card filled out, signed and returned to me so we can have the new signers on file with the bank. You cannot legally sign the association checks until the signature card is on file with the bank and Amanda King has said she intends to no longer sign association checks effective immediately. So to mitigate a time delay for your vendors please work to get everything finalized and mailed back to me asap. Once you have the signature card, if you have any questions please feel free to call or e-mail me. Thank you.

Regards,

Matthew Keepes

Accounting Department

William Douglas Management

From: Tina Lane
Sent: Wednesday, December 21, 2011 7:16 PM
To: Matthew Keepes
Cc: Rob Corless; John Cooner; CCHOA; Misty Bernot
Subject: Re: Carthage Colonies Sanford: Changes to Authorized Check Signature Requirements

Matthew,

I still have the pre-addressed, postage-paid envelope so no need to send another. I will hold on to the signature we have been working on. Please send out the new one ASAP so we can get it back to you before the end of the year. Thank you for informing us of this change.

Regards,

Tina Lane

From: Misty Bernot
Sent: Thursday, December 22, 2011
To: Tina Lane
Cc: Rob Corless; John Cooner; CCHOA; Mathew Keepes
Subject: Re: Carthage Colonies Sanford: Changes to Authorized Check Signature Requirements

I talked with Amanda yesterday and she said she didn't want to sign the checks anymore. I believe everything should be set once you return the newest signature card to Matthew!

Misty Bernot
Property Manager
William Douglas

From: Tina Lane
Sent: Friday, January 06, 2012 6:30 PM
To: Matthew Keepes; Misty Bernot
Subject: Signature Card

Matthew and Misty,

Just wanted to follow up and verify that you received the signature paperwork from Robert. He mailed it back to you last week.

Thanks

Tina

From: "Matthew Keepes
Date: Mon, Jan 9, 2012 9:03 am
Subject: Signature Card
To: Tina Lane;Misty Bernot

Hi Tina,

Yes I did receive the signature cards last Friday I believe. I then mailed them out to the bank that same day so they should be on file for this week's check run. I just want to confirm that you are now the main contact for check signing until told otherwise, correct? If so, you should receive this week's checks within a few days time. Thank you and let me know if you have any questions.

Regards,

Matthew Keepes

Accounting Department

William Douglas Management

From: Tina Lane
To: Matthew Keepes
Date: Monday, Jan 9, 2012
Subject: Signature Card

Yes I am the main contact point from here on out.

Thanks

Tina