

## Minutes from June 13 Meeting with Craven Law firm

### Attendees:

Al Berzett        President  
Dan Sheffer      Vice President  
Kelli Whitehall   Secretary  
Dan Craven       Craven and Perry Law Daniel@CravenPerry.com

1. Can The Retreat Neighborhood remove the social membership from their neighborhood declaration, based on a signed petition?

Reference Retreat: Supplemental Declaration, page 1

Reference Master Assoc: Second Amendment to the First Amended and Restated Master Declaration of Covenants and Restrictions For The Peninsula Planned Community Page 2.

Article III Membership and Voting Rights, 3.01: Every owner shall be deemed to have a membership in the Master Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

All Master Association CCRs override Neighborhood CCRs. A neighborhood can't vote to remove social membership without the approval of the Master Association. This would be a Master Association CCR change, requiring a 75% majority vote of the Master Association voting members.

2. Is the Racquet Club HOA exempt from Peninsula Master Association Declaration?

Reference Racquet Club: Declaration For The Racquet Club, A Condominium  
Section 11.12 page 38

Upon review of The Racquet Club Condominium Declaration and the Master Declaration, Mr. Craven concluded that The Racquet Club is subject to the Master Declaration CCRs. The Condominium is a lot within the Peninsula Master Association, and is subject to all Master Association CCRs like every other lot owner. Mr. Craven believes Section 11.12 in the Use Restrictions section, is referring to the exception of social membership requirements only, as this is a "use" item.

Mr. Craven went on to explain that The Racquet Club condominium is a separately owned parcel of land, separate from the rest of the Peninsula community parcel of land. However, The Racquet Club condominium requires the use of Peninsula community-owned easements for ingress and egress to the condominium. Therefore, there is an agreement in The Racquet Club Declaration, between The Racquet Club Condominium and the Peninsula Master Association, granting the condominium access to the easements in order to get to and from the property. This agreement includes paying dues for the maintenance of these easements. If the condo refuses to participate as a lot owner, which includes compliance with all CCRs, the Master Association has authority to deny use of Master Association easements to and from The Racquet Club condominium.

3. Other Notes from the discussion

a. Haven Sidewalk issue

Article IV 4.01 Responsibility of Owner

Each Owner shall maintain its Lot and all structures, parking areas, and other improvement comprising the Lot in a manner consistent with the Community-Wide Standard.

Article IV 4.02 (c) and (d) The Master Association has authority to assume maintenance responsibilities of a Neighborhood. All costs associated will be paid by the Lot owner.

Mr. Craven said that having a good paper trail is key to enforcing CCRs, as well as fighting laws suits. He reviewed Landmark compliance and warning letters and said they were reasonable and provided a good paper trail.

b. What is a material change to a condo?

Changing the exterior of the building

c. Are the Land Use and Restrictions considered covenants?

Mr. Craven needs to review the Land use Restrictions/Guidelines to determine if the Master Association Board can change them without a vote. Master Association Boards can promulgate rules under covenants.

d. Every item in a Declaration is a Covenant, regardless of the term used in CCR.

e. Landmark can file liens against lot owners at the Board's direction. It consists of filling out a form and usually costs around \$75 to file the lien. The form is signed by the officers of the Master Association Board.