

Glastonbury Landowners Association, Inc.
GovDoc Committee Meeting Minutes
May 23, 2016
CONFIDENTIAL – DO NOT COPY

The meeting was called to order by Dan at 7:00pm.

Board Members Present: Dan Kehoe, Charlotte Mizzi, and Dennis Riley

Lanowners Present: Wendy Riley, Tim Brockett, Dorothy and Leo Keeler, Donna Andersen, Ia and Chris Williams, Michael Laverty, Debbie Blais, Regina Wunsch, Daniel and Val O’Connell, and Claudette Dirkers.

The meeting captured the following Pro and Con statements for the presentation of the items to be put up for a membership vote:

11.06 Cons

- At 12%, the GLA loses out on the difference between 12% and 15%
- Some landowners have capacity to pay, but have chosen not to, some for decades, so they should pay full amount allowable by law unless there is a financial hardship
- Naming a concrete percentage is poor governance
- “12% or” creates a question who is charged 12% and who is charged 15%, causing problems of potential not applying evenly
- Does it need collecting legal fees, cost of collection in this section?
- What dates does the 12% apply to? Is it retroactive? Doesn’t that have to be specifically stated? Should be clarified. Not stating if retroactive will leave this open to court challenge.
- Not including detail data of money lost is an obvious intent to hide information from voters
- No inclusion of reasons why not just have “max amount by law”

Comment: Payment plans are a de facto changing of covenants interest rate if applied to everyone.

Section 3. Cons

Comment: New 3.24 Site Preparation - should it use “may include”? or take it out for “which includes any”. **Con** would be that the use of “may” could lead to misinterpretation in that if there is a “may”, there might also be an inferred “may not”.

Section 3. Pro. Should prevent excavations without building

Section 5. Con.

- These could be left in since 12.04 lets the board off from needing to enforce any part of the covenants

- By having these left in, they allow landowners to enforce the covenants and the state or county laws or regulations through lawsuits

Section 6.00 Cons

Comment: 6.02 add “and/or the easement holder” for further clarification

Comment: 6.03 “In any event” is nebulous could be dropped off or changed to “In all cases”

- 6.05 In removing this section permanently decrease some property values and other property owners can’t enforce it. Board hasn’t been enforced in past, but landowners could.
- 6.07 Current wording should be retained since they are specifically cited as primary concerns landowners may have. Taking them out increases the chances of these specific items not being maintained.
- “Good condition” should be better defined since it is too general or arbitrary.

Section 12.00 Cons

- This is too broad allows too much relief for non-land use hardship.
- Section 12.01 is in direct conflict with 2.05. If the Board acts for the Association under this, they are acting in conflict with the members desires.
- There is no limit to the variances
- Change “necessary” means “essential, must have” and “unreasonable” is defined as “unfair, not sensible” therefore the stronger language should remain
- The Master Plan became the covenants, so this area of the covenants also covers the Master Plan and allows for changes of the Master Plan
- If you take out the word “necessary” and put in a weaker word, it means the board can remove any of the covenants and master plan.
- Makes it easy for the board to grant waivers and variances

PRO: It limits what the Board can be sued for

MP 4.2

- The changes in the Master Plan throws out all the criteria for making a variance
- Only considering of the criteria means, doesn’t mean you have to abide by it. Board would only have to consider and would not be required to do neighborhood reviews
- This seriously weakens board authority, creates disorder and chaos, unreasonable expectations from landowners, rather need direction and clarity
- There is no definition or requirement that the facts considered are discussed or displayed to the membership, thus this change will greatly increase member mistrust of board actions. Having a requirement based on finding of facts is more defensible to the membership or in a court case if one is file. How or what consideration of facts is given can easily be a challengeable process. Benefits to members at large and costs to the

builder should never be justification for a variance, but may justify a variance if these things can only be considered.

- The density standards of 3.5 would only need to be considered before they are thrown out.

Bylaws

Article VI Section I

- It is illegal and won't stand. Landowners have threatened to sue over this change.
- Paragraph 2, "others" should be deleted. Only landowners and Board members should be on the committees.
- Committee of the Board and General Committee are almost identical. The General Committee is not allowed by state law. Board members need not be on a General Committee since it has a comma and "or".
- Confusion if the General Committee acts as the board since conflict between General Committee being able to "conduct the affairs of the board" is in conflict with "not authority of the Board"
- May say "as it deems necessary as it deems necessary to assist in conducting the affairs"
- Regarding charters, changing "shall" to "may" not having a charter complete with an annual review and confirmation of priorities prevents the board from changing or setting direction, goals and operating procedures for the committee that can assure landowners concerns and desires are addressed in priorities
- Landowners can never hold reasonable expectations of what or when a committee may do something
- Without a charter, no member of the committee is held responsible. The designation as of chairperson should also delineate responsibilities and expectations
- There is no way to require letters sent from committees to landowners be signed or to designate a person to follow up with if more information is needed.
- Sec 1. "Shall have and exercise the authority of the Board" This is a blanket authorization that may compete with Board authorities unless specifically described and limited in the charter.
- Without a charter it is harder for orienting new committee members

Definition of meeting:

- Need to define length of term that new Board serve for

Technical VI P 6 stays as is.

- "as far as practicable" means that the Board can cut out landowner input.

The meeting ended shortly after 9:00pm.