

**Bay Run Homeowner's Association, Inc.
Organizational Meeting**

MINUTES

Date: July 8, 2008

Time: 7:30pm EST

Location: Gazebo located at common area of S. Deerwood Ave (end of cul-de-sac)

NOTE: HOA meeting notices/signs were posted on the morning of Sunday July 6.

I. Attendance

The following were in attendance for the HOA Organizational Meeting:

- Steve Gayle – President
- Pam Johnson – Vice President
- Eric Ransone – Secretary/Treasurer
- Rich Houskins – Board Member at Large
- Mitch Wilson – for Tina Wilson, Board Member at Large
- Bobby Rojas – HOA member/Bay Run resident, 8932 Shadow Bay

II. Agenda and Call to Order

The current Agenda was presented to everyone in attendance (see attachment). The Bay Run HOA Organizational Meeting was called to order at 7:40pm EST.

III. Order of Business

1. Financial Report

- The Secretary/Treasurer contacted Beth Palmer of Property First to obtain a complete status of the HOA financial standings. Steve Gayle (HOA Board President) has copy of financial information.

2. Pending Lawsuit vs. Greene's

- The group discussed the current status of the lawsuit, Bay Run Homeowners Association, Inc. vs. Albert and Robin Greene. See attachment. There was a pre-trial Monday July 7, 2008. The Greene's attorney showed interest in seeking a settlement. Bay Run residents/HOA members do not seem interested in the outcome, since there is little response to the mailers sent out

addressing the issue. The residence is still maintaining an appearance of no business activity. The HOA Board Members voted on the given options regarding a possible settlement, which will be presented at the trail set for July 16, 2008.

- **UPDATE 7/14/08:** The trail has been postponed until the end of July at the earliest. The next HOA association meeting will be held immediately after the trail.

3. Old and New Business:

- The status of 8822 Bay Vista Ct was discussed. This location has received several HOA violation notices in the past, with little to no response. Currently, the house is vacant most of the time. There are no “Foreclosure” or “For Sale” signs posted. The past residents/owners cannot be reached (phones/cell phones have been disconnected). At one point, it was discovered that the house was completely open and unlocked. The house has fallen into a degree of disrepair and neglect. Neighbors are watching the house, and maintaining front yard for appearance. HOA President informed and will attempt to contact owner or mortgage owners. Actions to be taken TBD.
- Overall, there has not been a lot of response to HOA violation warnings, even after second posted warnings. There are several repeat offenders. People are ignoring the warnings.
- The issue of speeding through the neighborhood was brought up by Bobby. She has children between 5 and 14 years of age that she will not let out in the front yard due to speeders. Motorists are using Bay Run as a means to get to Lake Underhill from the adjacent subdivision Peppertree (since they now have to slow down for their speed bumps). Steve explained county standards regarding speed bumps. We seem to have minimum amount of traffic needed, now we need HOA member interest and funds. Bobby agreed to contact Orange County and make a request as a concerned homeowner, not a member of a HOA.
- Lawn service was addressed. The current service provider does not pick up trash before mowing, instead runs over everything and makes the situation worse. Steve will seek new service providers. Eric will ask a friend who owns a lawn care business for a quote. The resolution of this issue may have to wait until after a new property management service provider has been determined and set under contract.

Bay Run HOA Meeting Minutes

- Due to Beth Palmer of Property First resignation (we are sad!!), which will be in effect as of August 1, 2008, Bay Run HOA will have to find a new property management service provider. Sentry Company is one provider under review. Steve, Pam, and Rich will investigate options. These options will be discussed in the next HOA Organizational Meeting, July 16.
 - i. **UPDATE 7/14/08:** Beth has agreed to remain as property manager!! The search for a replacement has been cancelled until further notice.

4. Next Meeting Date:

- The Board set a continuation meeting date for July 16, 2008, at 7:30pm EST at 8838 Pin Bay Ct (Rich Hopkins' residence). Notification signs have been posted as of July 13, 2008, 7pm EST.
 - i. **UPDATE 7/14/08: Meeting was cancelled.** The trail has been postponed until the end of July at the earliest. The next HOA association meeting will be held immediately after the trail.
 - ii. **All notification signs updated to notify HOA members of cancellation, then removed on 7/17/08.**
 - iii. **Next HOA Board meeting date is TBD.**

IV. Meeting Adjournment.

With no further business before the Bay Run HOA Board, the meeting was adjourned at 8:45pm EST.

I certify that the Minutes presented are an accurate account of the Bay Run Homeowner's Association, Inc., Organizational Meeting held on July 8, 2008.

Signed:



Eric S. Ransone
Secretary
Bay Run Homeowner's Association, Inc.

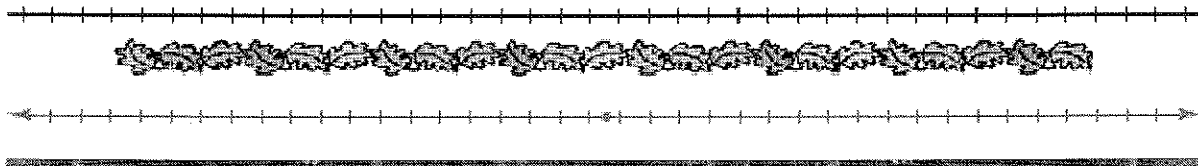
**Bay Run Homeowners
Association, Inc.
Board of Directors Meeting**

Tuesday, July 8th, 2008 at 7:00 PM
Gazebo off Deerwood Ave in Bay Run

Agenda

- A. Call to Order
- B. Reading and Disposal of any Unapproved Minutes
- C. Financial Report
- D. Pending Lawsuit/Greene
- E. Old Business
- F. New Business

Adjournment



October 1, 2007

**SENT VIA FACSIMILE AND
FIRST CLASS U.S. MAIL**

Bill Robinson, Esq.
Gray Robinson, P.A.
301 East Pine Street
Suite 1400
Orlando, Florida 32801-2798

Re: Bay Run Homeowners Association, Inc. vs. Albert and Robin Green;
Settlement Proposal

Dear Mr. Robinson:

My client hereby proposes the following settlement agreement:

- (1) The Defendants agree to terminate use of the Subject Property as an assisted living facility or other group home, and return the home to single family residential use, within two (2) years of the date of the settlement agreement.
- (2) The Defendants agree, during the two (2) year interim, that there would be no more than five (5) patients residing in the home at any given time, and never to use the home as a elderly day care center. Upon request by the Association, the Defendants agree to provide suitable verification as to the number of patients residing at the Subject Property.
- (3) The Defendants agree, during the two (2) year interim, that any sale of the Subject Property would be to persons intending to use the Subject Property purely for single family, residential purposes, and further agree that upon sale of the Subject Property, the assisted living facility would permanently close at that location.
- (4) The Defendants agree to pay to the Association funds totaling \$9,500.00. Said amount could be paid in lump sum or over time. If paid over time, Defendants

agree to execute a standard form of Promissory Note in favor of the Association at 8% interest (containing a prevailing party attorney fee clause), or agree to enter into a settlement stipulation agreeing to pay 24 equal payments of \$396.00 each (made payable on the first of each month to *Peter R. McGrath Trust Account*) by which, if any payment is late, a judgment in the amount of \$19,000.00, less payments made, would automatically be entered against Defendants upon affidavit of such non-payment being filed, without further notice to either of the Defendants.

Bill Robinson, Esq.
October 1, 2007
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Items (1) and (2) herein would be part of a stipulated settlement agreement to be filed with and approved by the Court with the Court retaining jurisdiction to enforce said provisions after dismissal.

Item (3) would either be part of the stipulated settlement agreement to be filed with and approved by the Court (with the case not being dismissed, but being abated, with the notice of lis pendens to be maintained during the interim) or, assuming the case is dismissed, would be appropriately executed and then recorded as a separate agreement in the Public Records of Orange County, Florida.

Item (4) would either be a lump sum payment, or embodied by the promissory note referred to above, or part of the stipulated settlement agreement to be filed with the Court.

If the above agreement is acceptable to your client, please so indicate by executing this letter in the space below, thereby making it possible to advise the Court of settlement. I can then prepare the necessary settlement documents and wind down the case.

The above represents a very fair compromise where your clients are concerned, giving them plenty of time to continue to enjoy operation of, and receipts from, the ongoing enterprise, and allowing them ample time to make arrangements to either sell the Subject Property or otherwise close down the business by the end of the two (2) year period.

This offer will be withdrawn at 5:00 p.m., Wednesday, October 3, 2007.

Thank you for your attention to this matter.

Sincerely,

Peter R. McGrath

PRM/rv

cc: Bay Run Homeowners Association, Inc.

On behalf of the Defendants, I agree to the outline of the proposed settlement set forth above and agree, on behalf of the Defendants, that they shall execute such documents as are necessary and reasonable to consummate such settlement.

William Robinson, Esq.

Date