

SPRUCE CREEK PROPERTY OWNERS ASSOCIATION, INC.

212-1 Cessna Blvd., Port Orange, FL 32128

SPECIAL BOARD OF DIRECTORS MEETING

Monday, February 25, 2008

1. CALL TO ORDER. President Russ Faller called the meeting to order at 7:00 p.m. Other directors present were Bert Love, Jerry Probst, Michael Hay and Jack Kihm.

2. PROOF OF NOTICE. President Faller affirmed that proper notice of the meeting had been given.

3. COMMUNICATIONS. President Faller noted that Bert Love had submitted a letter from Dawn Sautter, and that copies had been distributed to each of the board members.

4. MINUTES.

Motion by Russ Faller, seconded by Michael Hay, to approve Minutes of January 22, 2008 Special Board of Directors Meeting was approved 3 (Faller, Hay, Probst) to 2 (Kihm, Love). **Motion** by Michael Hay, seconded by Jerry Probst to approve Minutes of January 31, 2008 Special Board of Directors Meeting was approved 3 (Faller, Probst, Hay) to 2 (Kihm, Love).

5. NEW BUSINESS. (Change in Agenda order).

Appointment of Snell Legal to represent Spruce Creek Property Owners Association. Russ Faller noted that Greg Snell of Snell Legal was in attendance. **Motion** by President Faller, seconded by Jerry Probst, to appoint Snell Legal to represent Spruce Creek POA. Discussion followed:

Bert Love suggested that other attorneys be considered for the position.

Michael Hay reported that Snell Legal has the highest possible Martindale-Hubbel rating and Greg Snell is rated in the top 5% of attorneys in the State of Florida. Snell Legal will represent the Association along with its other attorneys, who will continue to serve as needed.

Russ Faller expressed the Association's need for a law firm that is local, that would be available to provide legal assistance at either a special or executive meeting of the Board, even at the last minute. Greg Snell comes highly recommended as an attorney who can serve the Association in a multitude of ways.

Jack Kihm asked why Doug Daniels, at whose office the Executive Meetings of the previous Board had taken place, was not considered. Russ Faller replied that Mr. Daniels had not even been approved to represent the Association to even enter into those kinds of meeting with you.

Motion to approve Snell Legal to represent Spruce Creek POA was approved 3 (Faller, Probst, Hay) to 2 (Kihm, Love).

6. OPEN FORUM. President Faller announced that during the Open Forum, which he had established at the previous Board Meeting, 30 minutes would be allocated, during which Members would be provided 3 minutes each in which they can bring their individual concerns to the attention of the Board.

Linda Graffeo addressed the issue of reflectors at the intersection of Spruce Creek Boulevard and Roscoe Turner Drive. She stated that reflectors were intended to guide traffic by defining the center or edges of the roadway, but that, as used at the approach of the intersection, they were unacceptable

and a waste of money. President Faller stated that he would have her full statement copied and distributed to the Board and to the Public Works Committee.

Bill Gogel requested that opening the South Gate at least 45 minutes earlier, or finding a way to open it 24 hours per day, be considered. He said his wife and others, who go to work early, have to drive all the way around to the North Gate. President Faller stated that he himself had come back late at night and had to drive to the North Gate, and it's a long way around. He said the Board would look into that possibility and get back to Mr. Gogel.

Mr. Gogel stated that if it is decided to put an aluminum gate across the whole thing, and to open it 24 hours a day, "I will build it at cost in my machine shop." President Faller explained for those who do not know him, that Mr. Gogel is probably the largest supplier of red-chip mulch in Florida. Mr. Gogel added that if this is decided, it would make the South gate more accessible to more people. The Members in attendance applauded.

Gordon Millar stated that he wanted to make a "small, maybe picky point" that according to Roberts Rules, the Chairman may not make a motion. You can invite a motion, but only if you turn the chairmanship over to another board member, may you make a motion. President Faller called for previous motions which he had made to be repeated.

Motion to approve the Minutes of 1/22/08 was made by Michael Hay, seconded by Jerry Probst, and approved, with the same 3-2 results as the previous vote taken.

Motion to approve Snell Legal was made by Jerry Probst, seconded by Michael Hay, and approved, with the same 3-2 results as the previous vote taken.

7. OLD BUSINESS.

Keith Jones Contract. President Faller stated, "This is somewhat of a tragic happening. The previous Board had decided to replace our current Manager and offer a contract to Keith Jones. It is a firm belief of myself and some of the Board Members that this whole process was probably done rather poorly and with dubious circumstances. The background is such that earlier in the year, three members of the previous Board got together and decided they were going to replace the current Manager. They did not even inform the other two board members of what took place over the last five to six months. This whole thing was dumped into the new Board's lap. I'm hoping we can unite on whatever happens at the meeting tonight and move forward as a community."

President Faller called for a motion, and a resolution. Michael Hay read the **Resolution**, summary of which states that the process followed by the previous Board of Directors was unethical and possibly illegal, and that the current Board of Directors "hereby exercises its duties and responsibilities under Chapter 720, Florida Statutes, and invokes the Unilateral Termination clause of the Jones contract dated February 1, 2008." A **Motion** was made by Michael Hay, seconded by Jerry Probst, that the contract be terminated, subject to the provisions of the contract. Discussion followed:

Jack Kihm: "You have not given an accurate time line of what happened, so the resolution is not accurate. In late Fall, the President hired a search firm to look for a better Property Manager. There was no question of replacing him if one could not be found. She interviewed seven people as a result of resumes that were submitted. She found two candidates that she felt were good candidates.

"At this point, this gets very personal since we knew that Alan Baltz and Tim Plunkett had hired the present Manager, and we knew that they would go public in an effort to retain him, and cause just what we got going now, and it would go on over 6 months! The feeling at that time was we should look at this guy, or guys, there were two of them, and are they candidates or are they not going to be any better than what we had? And so we did.

"Plunkett and Baltz were not included simply because we knew that it could not be done with them confidentially. We did not want to have the Property Manager subjected to a lot of controversy, and the controversy in the community to go on indefinitely. O.K. We did look at these guys, and they looked pretty good. At that point, I think it was after Christmas sometime, maybe January, Dawn, the President, convened a Special Meeting in the office of an attorney to discuss personnel managers, i.e., whether or not we should renew the contract on the present Manager. That was done with Baltz and Plunkett present. Now that's true, that's the first they knew that this was being looked at. There's no question about that. But they were there, and they were informed, and there was a vote taken and it was a 3-2 vote, O.K., that the Property Manager's contract not be renewed. And the reason it was done that way was because we felt that if he got a bad personnel report in his record, and if we waited until he was going to get fired, he would have a tough, a tougher time getting a job out in the community, and this was done to protect him, and so it was elected to run his contract out, simply not renew it, and see if we could get one of these better guys to take the job. That's what happened. That was done in a meeting with all 5 members present. I've heard rumors that they weren't present. They were present. They were there, and then we followed that up with a public meeting to approve the contract with Keith Jones. And that's when (unintelligible). A lot of you were here that night, there was a lot of acrimony about it, but that was done in an open meeting, and it was a 3-2 vote. Period.

"And things started getting sticky about questions about the Property Manager and the new guy and so forth and so on, which are properly personnel matters, so it went back to a second meeting in the attorney's office, again all 5 people present. Discussion was made and the votes came out 3-2. O.K. At the time, the two people who had not talked to the new property manager were given an opportunity to interview him, and my understanding is that they did. Tim Plunkett said, "I'd vote for this guy, except I don't like the way it was done. O.K. Alan didn't want anything to do with it. So, the meeting was 3-2. We came out here and we had the meeting, and it was voted 3-2.

"The previous Board did it. What was done was done under the scrutiny of the community. Granted, there was a lot of acrimony involved from people who were opposed to it, but it was done with the community's knowledge. There wasn't anything..... The only thing that was done before anybody knew about it in the community was a survey to see who was available or if there was anybody available to fill the job. And it was only after we determined that there was, that the regular legal stuff started grinding away, and we had all these meetings and we had these votes and votes were taken. And the votes were valid votes. There was nothing illegal about it, there was nothing obscure about it, there was nothing.... I forget the word you used, kinky about it...." It was all....."

President Faller: "Dubious."

Jack Kihm: "Dubious, right. O.K. It was all done. It's all in the Minutes, you know, and it's out there. Granted, there was a very small vocal minority that doesn't want the Property Manager replaced. And at the time of the election, it did appear that there were statements from, I think from everybody that ran for the Board that they had no agenda, but it does appear that there really was an agenda because this stuff started surfacing, and the recall of the new Manager, if you will have it, was started out. And that's the time line, folks. And that's just exactly what happened. I was sitting here. I saw it all. I was at all the meetings. All of us were at all the meetings. So, a few of the people didn't like it. The three of us didn't like to have to do it but we thought it was for the best of the community."

Michael Hay: "Can I ask you a question, Jack? If I've heard you correctly, you said that you did not put any negative reports in the personnel file because you didn't want to make it harder to get a job. Is that correct?"

Jack Kihm: "That's correct."

Michael Hay: "So there's nothing negative in....." (Interrupted)

Jack Kihm: "Tim Plunkett asked Dawn... Dawn had one prepared, and it wasn't flattering, but Tim Plunkett asked her, inasmuch as the votes had been done, not to put it in the file because it would hurt his going to another job."

Michael Hay: "And prior to that he had an excellent report, I believe..."

Jack Kihm: "He had a good report in June. I didn't see it."

Michael Hay: "And any shortcomings there might have been, these were all discussed with him and so on....?"

Jack Kihm: "Say that again."

Michael Hay: "And any shortcomings he might have had were discussed with him and he was encouraged to improve...?"

Jack Kihm: "Sure."

Michael Hay: "Any shortcomings he might have had I assume he was counseled about them so he could improve them before you made a decision to not renew his contract."

Jack Kihm: "No, as far... I didn't have anything to do with it as Secretary."

Bert Love: "You would have to ask Dawn. I assume you have spoken with Dawn about that, and she said she never counseled David, she neverat any time. She says that?"

Michael Hay: "That's what she told me."

Bert Love: "Certainly news to me. The only substantive issue that I have heard was the potentially questionable vote at Doug Daniel's office, and John Christensen of Becker-Poliakoff, our attorney, I spoke to him early this morning, and he says that at a closed meeting, not an Executive meeting, but a closed meeting for the purpose of discussing personnel matters, that the Board is able to make decisions, that is the Board is able to vote."

President Faller: "I saw your memo and he used the word 'decisions;' you put in parenthesis the word 'vote.' Decisions are decisions; votes are different. The law provides that in executive session that you can sit down, come to a consensus or a decision, but the actual vote has to be done at a meeting just like this. I'm just pointing out a point of law."

Bert Love: "O.K. He said to me that the Board can make decisions. I asked him, 'That means we can vote?' He said, 'Yes, that means you can vote.' O.K. So, and of course, Doug Daniels also concurs with that opinion. I don't know if Mr. Snell wishes to argue otherwise."

Greg Snell: "I think you can do it either way. Are you asking me what is required?"

Bert Love: "At a closed meeting, according to Chapter 720(303), meeting with a lawyer present for the purpose of discussing personnel matters, is the Board allowed to vote at that meeting?"

Greg Snell: "I don't have the Statute in front of me obviously right now, but I believe it says something like you can take action on personnel issues at one of these meetings that are held in private, so I would say that yes, you could take a vote, but you could also have your vote in an open forum because that would be discretionary."

Bert Love: "O.K., so that's the only substantive complaint that was in the motion as I heard it although people's feathers were ruffled about the exact sequence of events. I have this letter from Dawn in terms of the evaluation, and she says that during this process, the evaluation was prepared for the current Manager. It was available for all directors to review in Doug Daniel's office on January 18, 2008. Mr. Daniels was the only person to read the evaluation. On January 20, 2008, Tim Plunkett asked that the evaluation not be done. I agreed to that since the decision had been made to not renew the current manager's contract. However, the evaluation is still available, should you have

an interest to discuss this with me. This offer was made to Jerry Probst on February 12, 2008. And I'd like to read a statement also into the Minutes. It goes as such:

"I'd like to set the record straight about my role in the decision not to renew David Slayback's contract. I observed David's performance over many months. I worked with him on a number of projects. I spoke with residents who have worked with him. I came to the conclusion that a change was necessary. This decision did not come easily. It was based solely on performance. I take great insult at the insinuation that my motivation was political. I personally find it reprehensible to contract, retain or release an individual for political reasons. That had not been practice in 30 years in management, it is not my practice now, and it never will be my practice.the 2007 Boardcontract for Keith Jones. Everyone who has interviewed Keith Jones and all the directors from the 2007 and 2008 Boards has been very impressed with his knowledge and his qualifications. His reference checks have been nothing less than glowing. His background checks are squeaky clean. Some say his selection is political. Again, I must reiterate. "I find it reprehensible to contract somebody for political reasons.

"Keith Jones is not here for special interests. He is not here to turn back the clock. He is not here to fire everybody. On the contrary, Keith Jones is here to work with the employees and volunteers of SC to help bring a better tomorrow to all residents equally. He is exactly what SC needs to move us forward, to end the strife and to build our sense of community. Unfortunately, we are here to consider renegeing on Keith Jones' contract. I understand how impossible it is for the new directors to make a decision in this matter. I, too, would want to delay if I had to make a decision with less than 20 days experience on the Board. However, it is because of the impossibility of making a good decision that the new directors do not have to make one. The decisions have already been made by the 2007 Board. The 2007 Board held four meetings throughout the month of January so this matter would not be left over for the new Board. Therefore, I must ask this Board to respect the decisions of the previous Board, to acknowledge the integrity of the Board members who made those decisions, to vouch for their own integrity and to not to disgrace Spruce Creek by renegeing on a contract entered in good faith by both parties."

Michael Hay: "Bert, did you say you did a background check, or you did not do a background check?"

Bert Love: "I believe Mr. Baltz did an agonizing background check."

Michael Hay: "Did you do a background check?"

Bert Love: "There was a background check, yes."

Michael Hay: "You did it. O.K."

Bert Love: "Not me personally"

Michael Hay: "Because in the e-mail you sent to me, it says, "The POA has not commissioned a background check."

Bert Love: "We did not commissioned one, but a background check was done through the agency that Mr. Jones....."

Michael Hay: "I think they only do a credit check."

Bert Love: "Yes, they do a credit check, and we've done other reference checks."

Jack Kihm: "I believe Mr. Baltz did a fairly extensive background check and he came out pretty clean."

Jerry Probst: "I need to make some comments. For those who don't know me, I'm Jerry Probst. I'm one of the new board members. From my perspective, this all started on February 2, so I hope you can put this into perspective. I've been on this Board since the 25th, so it's three weeks and two days. And I attended the two meetings relative to Mr. Jones. I was asked to meet with Mr. Jones,

and I did that. He is an impressive candidate. I think he could do a good job for us. But I have to use my 40 years experience in the business world to look at processes and bring that knowledge and experience to my role on the Board.

"What I did, I went back because I have not worked with Mr. Slayback; nor have I worked with Mr. Jones. I went through the processes as I normally would if I were still employed. I spent 34 years as an executive in the hospital business, running hospitals, hospital systems, a lot of personnel issues. My last place of employment had 4,000 employees. We ran 5 hospitals. I asked for and received a copy of the one and only Performance Appraisal that is in Mr. Slayback's file. I have it with me tonight, and it is a well-constructed Performance Appraisal. It has all the factors. You rate the person in 6 different ratings, the top being Exceptional, the one below that Exceeds Standards, then Achieves Standards, Below Standards, Unsatisfactory, and then Not Applicable. Now put this in time frame. May 11, 2007 was when Mr. Slayback was appraised. It was completed by our former President, Dawn Sautter. In each of the – let me count them for you – 12 categories, Mr. Slayback received second to highest assessment on each of the 12 of 13 categories. He "Exceeded Standards" in every single case. I used that in my evaluation of what to do about Mr. Jones and Mr. Slayback.

"I had a 2 – 3-hour discussion with Mr. Love about this very issue, and I challenged him significantly in that conversation, as I would anyone who would perform an appraisal on an individual and then several months later vote to terminate his contract. And I asked him if Mr. Slayback's performance was so unsatisfactory, why would he receive this appraisal on May 11, 2007? Mr. Love's response was, 'That appraisal we did in May was a mistake.' That's exactly his words. 'That's a mistake.' Well, I don't know, it seems like a big mistake if you sit down and perform that kind of appraisal, review it with the employee, and then put it in his file. Now, based on that information, Mr. Slayback felt secure, and had a desire to continue his employment beyond March of 2008, and relying on information contained in that appraisal, he went out and purchased a new residence close to the property here, so he could be close to his job, plan on continued employment.

"Now, I know, having been an employee-at-will at various corporations, there is no guarantee in life. One day you have a job, one day a company comes in, buys the company, and you are out of a job. But I'm telling you that here in Spruce Creek, I think we have a little more control over how we treat someone, and I feel that if you have a problem with an employee, you do another appraisal. Now after revealing this information and discussing this with Mr. Love, I said 7 months go by, his performance supposedly deteriorates to the point where the Board feels they need to replace the individual and hire a new manager. I asked for a follow-up appraisal. Turns out there is none. Now I find out there is one and it's been written up, but the problem with it is it was never shared with the employee, and it's not in his file. Now, in my opinion, if it's not in the file and they didn't review it with the employee, it doesn't exist. That's my position. That's how I ran my businesses. Now again, I cannot assess Mr. Slayback's performance, and I don't know if Mr. Jones would be a better manager for this association or not. I'm basing my decision to rescind the contract with Mr. Jones, based on the facts and the documentation that I find in the file, and that I find after having discussions with Ms. Sautter and Mr. Love.

"I committed to this group when I was running for a position on the Board that I was going to do what I felt was in the best interests of this community. And I am voting to retain Mr. Slayback for another year, so the rest of the Board have an opportunity to assess his performance. Again, I don't what his performance has been, but I will know what it is over the next year. There are a lot of things going back and forth and it seems oftentimes people that don't have all the details take a

position and they don't come off that position. I personally think that Mr. Slayback in this matter was treated unfairly. And I don't want to be part of a Board that's going to treat employees that way. So, I want everyone to know the facts and I will be happy to share this (appraisal). I don't think it's appropriate to make copies, but I think that you ought to be aware of what is in here. Now remember, this was a "mistake," O.K.? But this is what was given to the employee, and this is in his file. It's a pretty glowing appraisal."

Bert Love: "I want to address the issue of the mistake. First of all, it's not me who gave the appraisal. O.K. So, you know, you would have to tell me what did Dawn have to say about the appraisal as to ah.....?"

Jerry Probst: "Bert, she said the same thing: it was a mistake. I don't know how you can make that big a mistake."

Bert Love: "I can explain how you make the mistake. What happens is that you start with an employee who you know is, ah, you know, where you have questions, you know, you see problems, O.K., and you have to do a review, and you say do I want to slam this person or do you want to try and encourage him, O.K.? And decide say I want to encourage him and I say I'll do a good review, try to be positive and ah, you know, try to encourage him rather than slamming him. That's the logic. I've done it myself. That's exactly how this guy works, you know. The thing is that after that, everything was done verbally. And again you would have to talk to Dawn as to where I hope she has notes as to conversations, you know."

President Faller: "I don't mean to cut you off. I really think that we're getting now into the personalities of the evening, discussing certain things. I understand that you want to respond to what Jerry has to say about making a mistake."

Bert Love: "Just a minute. I think we have the 2007 Board on trial here tonight, O.K.? One of the things that Jack had mentioned previously, when Jack and I first came on the Board, many people were expecting us to get rid of many of the employees who came in. We could have, you know, because Karla, you know, was forced out under unfavorable circumstances. We could have come back and re-judged that. We could have said we don't think this is appropriate. We think David should go, Karla should come back in. We did not do that. We don't think it's appropriate to come back and revisit these.... We weren't there. We really don't know. It's all hear-say, all information you're getting from third-party sources. The simple thing is...."

President Faller: "Bert, I'm going to ask you to kindly.... We have to put this to bed. We could be here all night on the discussion."

Motion by Michael Hay, that the contract be terminated, subject to the provisions of the contract, seconded by Jerry Probst, was approved 3 (Faller, Probst, Hay) – 2 (Love, Kihm).

Following loud applause, President Faller stated, "It's not a happy evening for anyone here. I understand the applause. Some of you are here for one purpose and one purpose only and that is to unite the community and make this the best place in Florida to live. And above all, I think the person that's been hurt the most this evening is not even here to defend himself. I've had personal contact with him. I've had to inform him of what's taking place. This gentleman has lost his job. He had resigned from his previous employment. We will follow the terms of his contract which we'll not hide, which unfortunately will cost us a few dollars because we are bound to this legal contract and we will do that.

"Unfortunately, there are no winners here. However, there is probably, over all, when we get through this whole problem, there will be winners for the community. I would hope that we would

unite, stop the -- I shouldn't say the word obnoxious -- but some of the e-mails that have been floating around the community trying to inflame other members of the community with a lot of misinformation. I know we've had a lot of soul-searching in making this decision. It certainly did not come easy for any of us and particularly for David. He's been on a yo-yo string for the past 6 months almost, and it wasn't fair to him because quite frankly as far as I'm concerned, and I think the great majority of the members of this community, he has done a wonderful job under the circumstances that he arrived in. And I applaud him. I'm sure some of the members of the Board also will applaud him for what he has done."

5. NEW BUSINESS (CONTINUED)

David Slayback Manager Contract. President Faller stated, "Early in discussions with David, and feeling that this was going to happen, The Board, I believe, has come to want to extend his contract for a period of 15 months. Let me give you a little background on why we chose 15 months rather than one year or two years. In the 15-month period commencing at the end of March, the opportunity will arise next year for two new board members. They will join the Board in February of next year. They will, therefore, if it were found that Mr. Slayback is not providing the type of work ethic that we want and we have to replace him, they will be involved in that process, rather than leaving it to an outgoing board to make these decisions. The recommendation will come from a board member to extend his contract, subject to a review with the attorneys to modify any of the language that is in the current contract that would be contrary to business law.

Greg Snell: I haven't seen the contract yet, but what you really have to do is make sure that the Association is well protected and you are being fair with Mr. Slayback, and that what you mean to do, you do clearly. The worst thing you can do in a contract is make it unclear. That's what we would be looking at. Certainly, you can commemorate whatever agreement you would like to have in a legal, clear manner.

Motion by Jerry Probst, seconded by Michael Hay, to offer Mr. Slayback a new contract which would be effective April 1, 2008 and run for 15 months, and end on June 30, 2009. Discussion followed:

(In response to a member's question during the Board's discussion on a motion on the floor), Jerry Probst explained that this contract has a 90-day Unilateral Termination Clause. President Faller explained that the only unfavorable comments about Mr. Slayback were only generated recently and after the process which started in October, and therefore, is just a support possibly of the position of the previous Board to support what they were doing.

Bert Love: "Should we not just defer the vote on this until the next Regular Board Meeting, so we could have time to review the contract?"

President Faller: The 15-month contract will be reviewed by the complete Board at a public meeting and the full Board will have adequate time to have influence on the contract so that everything is firm and proper."

Bert Love: "So, do you want to amend the motion to 'subject to board approval?'"

Michael Hay: "The wording of the contract will be approved or disapproved...."

Bert Love: "Well, it's subject to board approval."

President Faller: "The wording of the contract will be subject to board approval."

Bert Love: "I'd like to amend it to a 9-month period."

POINT OF ORDER FROM THE FLOOR (Joan Duftin): According to Roberts Rules, an amendment to a motion on the floor must have a second.

Jack Kihm seconded the amendment.

Amendment failed 3 (Faller, Probst, Hay) – 2 (Kihm, Love).

Motion on the floor by Jerry Probst to offer a 15-month contract to David Slayback, seconded by Michael Hay, was approved 3 (Probst, Faller, Hay) – 2 (Kihm, Love).

President Faller: "As far as I'm concerned and the other board members can speak to that, I'm sorry for all the disruption to Mr. Slayback and to this community. I hope we can put this behind us and move forward. There are still many committees that need volunteer help. We would look forward to having people join these committees. This community, as large as it is -- at the height of the season, there's probably about 5000 people -- that's larger than a lot of the smaller cities in the United States. We have 21 employees, total. That's an incredible savings to this community, and I hope we get this volunteerism moving."

Higley Appeal for Variance.

President Faller explained that the Higleys sustained a great deal of hurricane damage, and had to make significant changes in order to meet current codes and to repair their home properly. These changes required an additional 4.4% coverage over the allowed 30%. ARC has recommended approval.

Motion by Jerry Probst, seconded by Michael Hay, to approve variance for additional 4.5% coverage. Discussion followed:

Michael Hay complimented the Higleys on the positive appearance of their project, and stated there was no objection as they had obtained permission from all their neighbors.

Motion approved unanimously.

ARC Request for change in intent and requirement for a "Bond" for new or modifications to construction.

David Slayback explained that the ARC is requesting a change from the term "bond," required for home construction in case of damage to roads or taxiways, to be changed to "Architectural Review Performance and Damage Deposit," as well as increasing the qualifying range to permit deposit of \$10,000.

Motion by Jerry Probst, seconded by Bert Love, to approve change in nomenclature to "Architectural Review Performance and Damage Deposit," and increase qualifying range to permit deposit of \$10,000, was approved unanimously.

8. ADJOURNMENT. With no additional business on the agenda, the meeting was adjourned at approximately 9:00 p.m.

Mike Hay, Secretary