

**DUNEDIN PALMS HOMEOWNERS ASSOCIATION INC.
130 Patricia Ave., #19
Dunedin, FL, 34698**

Minutes For

**BOARD OF DIRECTORS' SPECIAL CLOSED MEETING
JULY 12, 2013**

President Maureen Gorton opened the Special Board Meeting, July 12, 2013 at 10:00am in the DPHAI Office.

President Gorton conducted the Roll Call of Officers:

Present: M. Gorton, President, D. Butterfield, Treasurer, Director, J. Carideo and, Director D. Blazick (telephonically)

Absent: A. Daigle, Vice President, T. Tarozzi, Secretary, D. Wallace, Director

Also in Attendance Telephonically: Jason Lambert, Zinzow Law

Notice of Meeting and Agenda: Posted July 10, 9:00am.

Purpose: To discuss Units 7 and 42

After recognizing a quorum had been established, President Gorton started the meeting by turning over discussion of Unit 7 to J. Carideo and Jason Lambert. Carideo gave a brief synopsis of a telephone discussion he had, at the request of M. Gorton, with Jason Lambert regarding Lambert's letter dated June 26 which outlined the various lien/foreclosure options available to the Board. Carideo explained that while there may be several options at our disposal, he and Mr. Lambert felt the most expeditious and least costly method would be a simple (short) lien/foreclosure. Mr. Lambert's letter explained that while the Park may be owed a certain sum of money due to maintenance fees not paid by the owners of #7, the laws in place only allow us to collect those fees which date no further back than 12 months prior to the date the lien is filed. This would result in approximately a \$400-600.00 loss to the Park. The more expensive and time consuming option would be to sue the McCormicks which could result in the Park collecting all its fees however the legal fees would be significantly higher and the time it would take to resolve this matter in court would be considerably longer. Mr. Blazick asked if we would be able to collect legal fees if we did sue the McCormicks. Mr Lambert explained that we may be able to collect legal fees in either scenario. Carideo reminded the Board that we did collect over \$700.00 in maintenance fees from the potential buyer and that this would help offset some of the loss we would incur in the simple lien/foreclosure. Mr. Lambert explained that the law allows us to apply those fees collected from the potential buyer to the oldest amounts owed us, effectively allowing us to recover the total amount due the Park. Mr. Butterfield discussed the fact that McCormicks still owe the Park

\$1800.00 on their outstanding note to the Park. Mr. Lambert asked that we provide a copy of the note which may result in an additional lien amount the Park could recover. Ms. Gorton stated she will look for the note and fax it to Mr. Lambert. President Gorton asked that the Board take a vote.

Mr. Carideo moved that DPHAI and the Board of Directors pursue the short lien foreclosure process as outlined in Mr. Lambert's letter of June 26 and that we include any amount owed DPHAI based on the language of the note to be provided to Mr. Lambert. Mr. Butterfield seconded, and brief discussion followed. Vote was taken. The vote tally was **4 Yes**. Motion carried unanimously.

Next order of business was the discussion regarding Unit 42. Mr. Lambert discussed a letter he has received from K. Esposito's lawyer. Ms. Esposito retained her lawyer after the Board denied her sale due to her and the buyer crossing out and refusing to release and hold harmless DPHAI as stated in the Purchase and Sales Agreement. She felt that the Board was refusing to rectify and pay for those title defects that were caused by DPHAI. Mr. Lambert informed the Board that during a phone conversation with her attorney, it appeared to be understood that DPHAI would be responsible, at the time of sale, for those clouds which DPHAI caused. However, the letter from the attorney appears to be a demand for immediate rectification of any and all clouds which he felt were created by DPHAI. Mr. Carideo stated in discussion that there was no pending sale nor was there any documentation showing a potential Purchase and Sale Agreement. Mr. Blazick felt that in the absence of the request to purchase a share, and no Purchase & Sale Agreement, there should be no agreement to clear clouds until such time documents are completed. Mr. Lambert asked if the current tenant and Ms. Esposito have been conducting annual background checks as outlined in DPHAI By-Laws. Ms. Gorton explained that none had been done for several years and there is no record of one being conducted for quite some time. Mr. Blazick asked if she acquired the property through probate, and Mr. Lambert stated that she had. After a long discussion, no votes were called for nor none taken, however it was agreed that Ms. Esposito needs to go through the process of submitting an Application for Share Purchase, and submitting a Purchase and Sale Agreement showing a pending sale. Mr. Lambert agreed to email the documents he has regarding Unit 42 so that we may review them.

Meeting adjourned at 11:00am, July 12, 2013

Transcribed and Respectfully Submitted By:

Joseph F Carideo Jr, Director