Ad Hoc Committee Results, 13 Feb

**A**. Fence Issues reviewed:

Predicated upon the considerable research by Phil Harrod, consistent with the 13 Feb committee discussion, we conclude that TP fences may be segregated into two distinct categories:

1. Boundary fences – form a border between TP and adjacent land; this is the Rosemount fence, which is on property owned by the TPDC and platted as a development lot. Refer to “Exhibit A of the Modified Declarations”.
2. Exclusive benefit and use fences – reside on homeowner property and should rightfully be the responsibility of the homeowner to maintain, subject to architectural committee control. This would encompass all other development fences; that, of course, includes lot 42, Tom Morris 1,2 & 3, and Robertson Ct. Important that homeowners be made aware that appearance and uniformity is imperative. Accordingly, failure to comply with fence action requested by the architectural committee will result in repair/replacement by the TPOA and a resulting property lien placed against their property. (includes Robertson & Tom Morris fences)

We believe action on the Rosemount fence is necessary. We will be recommending **three prioritized options** to the Board, the surviving options (including the pool and golf course maintenance options) then being put to a general vote by the TP homeowners.

1. Purchase or lease the TPDC-owned land bordering Rosemount on which the fence is located, up to but not including lot 42; enables TPOA to legally replace or repair the boundary fence. This option preserves development integrity and protects to some degree the property values of all owners. Rebuilding a 20-year lifetime fence is not unreasonable. Option: future repair costs may be assumed by Rosemount owners.
2. Board notifies the TPDC of necessity to replace the fence and our intention to do so should they refuse. Board to then petition the Bankruptcy Administrator for permission to replace or repair the Rosemount fence (considering refusal to do so by the TPDC); lien to be placed against the property IAW Declarations. Understood that this option may not return much, if any, capital.
3. Do nothing. Downside obvious.

**B**. Pool Issues reviewed: (not limited to)

1. Maintenance cost (trash, bathroom & general area cleaning, chemistry, landscaping, etc.)
2. Liability insurance – probably below threshold to cover potential loss. The Committee recommends this be increased whether we own or simply use the pool.
3. Capital costs must be reserved, e.g. pump or filter replacement, resurfacing, (required within next 2-3 years at considerable cost) building repairs, security system, etc.
4. Utility cost: lighting (including parking lot) and pump; approx. $500/month; cost of lighting the parking lot should be filed with the TPDC attorney and the bankruptcy administrator, with the intention of eventually recovering as much cost as possible.
5. Usage control, incl. after-hours; hired or volunteer; may need camera surveillance with video recording; establishing a temporary neighborhood watch in the parking lot to deter unauthorized late night “visitors” is a recommended option to stop trespassers.
6. Safety equipment on hand – probably inadequate; review recommended; potential insurance issue.
7. Membership sales – can we legally charge if we do not own the pool? Should owners be charged? Should non-residents be permitted? Do we control any memberships without ownership?
8. 2018 Budget for pool expenses is $12000. We concluded expenses *could* be measurably higher – perhaps several thousand, considering items 2-6, above. Item 3 (above) costs could necessitate special assessment at some point.

We recognized that assuming responsibility for the pool entails serious cost and risk, as outlined above; it is assumed that the Board will quantify those costs and issues for an eventual vote by the homeowners.

**Three options** will be put to a committee vote on 27 February, enabling a formal recommendation to the Board. We assume the Board will present both fence and pool options to the TPOA for a general vote at some point before summer. Options:

1. Attempt to purchase or lease (25-99-year, determined by the Board) the pool, including land and the building, from the TPDC, enabling full TPOA control, and assuming full expenses & associated risk. Absent ownership, this option is infeasible. Entails significant expense to the homeowners, but may be worth the cost to property values.
2. Continue using the pool by current TPDC agreement, assuming all costs & risk – which include the TPDC excluding the TPOA from the pool at *any* time, regardless of improvements made at our cost. (e.g. resurfacing) The TPDC may sell the pool without prior notice. Conversely, if the current use contract provides, we could always pull out prior to incurring any capital cost.
3. Discontinue any involvement with the pool. Downside: rapid deterioration and further negative impact on property values.

**C**. TPDC Lot Assessments

There are at least 3 lots created/owned by the TPDC that need to be (retroactively) assessed for annual TPOA dues. Katherine has lot details.

**D**. Golf Course Maintenance

Understood that while this is temporarily assumed by the TANFL (Carr) Group owning the 1st note, the 2018 budget may need to be amended with a *reserve*, or *special assessment* for such maintenance later in the year; cost could be considerable; would clearly require a vote by the homeowners. IF the TPOA assumed this responsibility, it would have to be: 1) by permission of the bankruptcy administrator, and 2) billed back to the TPDC - the TPOA becomes a creditor. Failure to maintain the G.C. to some reasonable degree would have a measurable and immediate impact on property values.

**E**. Declarations/CCRs

Need revision to preclude similar issues returning to haunt the TPOA in the future. Suggest a new Ad Hoc Committee be formed to research and edit.

**F**. Miscellaneous

1. The question of property taxes unpaid by the TPDC (3 years?) was raised. If the TPOA were to pay the overdue portion related to specific common areas/common responsibility areas, would we then legally own them? Suggest Board look into the answer, and if feasible, cost to acquire.
2. Increased landscaping costs related to those areas previously maintained by the TPDC should be quantified and billed to the TPDC through their attorney and the bankruptcy administrator. Assume that this makes us another creditor, but it becomes possible to perhaps recover some of the additional cost to maintain their property.
3. We recommend the current $500 annual dues should not be decreased, and any excess be placed into reserve.
4. We probably need a long-range budget plan (5-yr. or >5-yr.). Another Ad Hoc Committee?