

Minutes from a special meeting on January 22, 2015, with lawyer, William S. Tetterton, at his office on 608 Lafayette Ave. seeking legal advice. Debra Lybrand, president, Larry Mason, vice president, and Nikki Thomas, secretary were present for the meeting with Mr. Tetterton.

This meeting was to address unpaid assessments, the HOA's legal recourse, unkept vehicles and yards, and skateboarders, ATV's and unlicensed drivers of golf carts.

On the first point of unpaid assessments, the board wanted to know if they had the legal right to place a lien on delinquent accounts based on the covenants. Mr. Tetterton informed us that based on the covenants, all versions, did not allow for the HOA to place a lien. The architectural committee had the right to collect for fees associated with the upkeep of the common areas, taxes on the common areas, insurance, and electric and water needed for the upkeep of the common area. The proceedings would have to be executed in the magistrate court. Mr. Tetterton has agreed to issue letters to the delinquent homeowners. The board must provide to Mr. Tetterton the names, address, lot number along with phase of construction, and the amount of delinquency per year. He will issue a letter to the homeowner putting them on notice that they have thirty days to become current or the HOA will take them to court. The homeowner would be responsible for all the incurred court costs, fees and lawyer fees as laid out by the permission of the covenants.

The second and third point discussed addressed vehicles in non-working condition and unkept yards. After review of the covenants, Mr. Tetterton concluded the restrictive covenants of Haigs Creek address these points. Again, he will issue a letter to the homeowner placing them on notice to rectify the situation or the board will take legal action in magistrate court for which they will be responsible for all of the incurred legal fees, both in the court and lawyer fees. The board will need to take pictures for use in court if needed.

The fourth issue of skateboards displaying dangerous behavior, ATV's and unlicensed drivers of golf carts. After reviewing the restrictive covenants, Mr. Tetterton agreed the covenants did not specifically address these actions or unlawful actions; they do address "noxious or offensive activities". The covenants disallow anything that may be "an annoyance or nuisance to the neighborhood".

Mr. Tetterton encouraged the board to look into the language of the covenants. Based on review, the covenants give authority to the Haigs Creek Development Corporation, not the Haigs Creek Homeowners Association. Upon further investigation, Haigs Creek Development Corporation is still in existence and in good standings with the Secretary of State. Since the HC Development Corporation is still a viable entity, the board is encouraged to have the Development Corporation to amend the current covenants to relinquish authority to the Haigs Creek Homeowners Association.

The final issue addressed was whether the HOA could close the purposed road to what would have been the phase iiiv of Haigs Creek. This property recently sold and the homeowners would like to know who owns the land. Mr. Tetterton agreed that if HOA owns the property we could put up a gate, but otherwise need to find out who owns it from the county assessor's office and proceed from there. A copy of the deed of land from the Haigs Creek Development Corporation to the HCHOA need to be obtained to determine if the property has already been deeded over.

No motion

Mr. Tetterton agreed to a flat fee of \$300 to include the initial meeting and the letters of notice to delinquent homeowners, non-working vehicles and/or unkept yards. This amount does not include any court cost or amendments to the covenants. It was agreed that the board would have these materials needed to Mr. Tetterton within two weeks. Meeting adjourned at 6:40pm.