

From: **Richard Arnold IV** richardarnold4th@comcast.net

Subject: Re: You promised response to my comments at the June 26th board meeting.

Date: July 16, 2017 at 2:45 PM

To: mpg2000@gmail.com, Kayt & Pat Lambert ptrcklmbt62@gmail.com, aikotabcal@hotmail.com, Ron Boyce ron@boycefinancialgroup.com, martin@elzingre.com, mpresonist@aol.com, Thomas Kelly tomkellyevi@aol.com

Cc: Richard Arnold IV richardarnold4th@comcast.net

RA

2 . TERMINATION OF LICENSE (with or without cause)

The term of this license shall commence on the date signed by both parties and shall terminate with or without cause by ninety (90) days written notice of either party. Upon termination, the existing patio and retaining wall shall remain at the Ontkean's option because they have become integral to and part of the real property, serve to stabilize the land, and are not inconsistent with the character of the area as open space.

Please explain how this underlined text of the Ontkean settlement *DOES NOT* convey ownership of HOA common area property to the Ontkean's.

That past boards had allowed the Ontkean's to maintain the corner lot to match their own landscaping was never the issue. The HOA even repaid the Ontkean's to the extent that the HOA's proportional costs to maintain the lot would have been. Shipler the developer also wrote them a letter to that effect, though he'd already relinquished ownership of the lot to the HOA and had never had the authority to do so. What Shipler and all past boards had insisted is that the Ontkean's respect the boundaries of their lot and to not build any permanent structures on the common areas. The Ontkean's property boundaries have never been adjusted to give them that portion of the common areas that they took for their patio... neither did they ever receive any form of easement to build their patio on the common area property. Explain what gives you the right to ignore state law, our CC&Rs and our easement with the City of Camas.

I am planing to post this. This has all been very well documented. The board has seen the evidence. If you have anything to add, tell me now.

Richard Arnold IV
6223 NW El Rey Drive
Camas, WA 98607
richardarnold4th@comcast.net
360-834-1710

On Jul 2, 2017, at 1:00 AM, board@lacamasshoreshoa.org wrote:

Dear Richard,

The Board heard your statement and took your comments under advisement. We respectfully disagree with your assertion that any property interests were improperly conveyed to anyone.

The Lacamas Shores HOA Board has the duty to determine the proper course of action for any dispute regarding Homeowner compliance with the CC&Rs. In this case, the HOA's legal team prepared settlement documents protecting the HOA's interests in accordance with all legal requirements. Those documents did not convey any HOA property. Based on advice from counsel and other fiduciary considerations, the Board unanimously passed a motion to approve the settlement documents after coming of out Executive Session and during the January 16, 2017 regular Board Meeting. This Board continues to follow the CC&Rs as well as the laws of the land. Your claims that the 2016 Board of Directors acted improperly are unfounded, unproductive, and defamatory.

We appreciate your care for this community and hope you are willing to provide constructive input in the future.

Respectfully,

All Members of the Lacamas Shores HOA Board of Directors

From: Richard Arnold IV <richardarnold4th@comcast.net>

Sent: Thursday, June 29, 2017 6:59 AM

To: Thomas Kelly

Cc: Richard Arnold IV; Kayt & Pat Lambert; aikotabcal@hotmail.com; mpresonist@aol.com; mpg2000@gmail.com; martin@elzingre.com; Ron Boyce

Subject: You promised response to my comments at the June 26th board meeting.

Audience Comment:

Richard Arnold speaks about state law restrictions on HOA board powers and violations by the HOA board:

1. Washington RCW 64.38.025 (2) - "The board of directors shall not act on behalf of the association to amend the articles of incorporation, to take any action that requires the vote or approval of the owners... "
2. CC&Rs 2.1.3 - "The right of the Association to dedicate or transfer all or any part of the Common Areas to any non-profit corporation, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members and subject to the approval of the City of Camas. No such dedication shall be effective unless an instrument signed by sixty percent (60%) of the Association has been recorded; "
3. The requirement for the super majority vote was discussed many times before Matt McCants and Marie Callerame signed away ownership of HOA common area property to the Ontkean's. The Ontkean's used the property for a patio expansion. Both of them knew it. Yet, no vote was taken, no explanation given.
4. So, the Ontkean settlement may be invalid because neither Matt McCants nor Marie Callerame had the power to sign away ownership of any part of the common areas without a vote. The Ontkean property is now on the market and it is unfair for any new owners not be informed of the legal cloud over the ownership of the Ontkean patio.
5. If the Ontkean property is sold without full disclosure on this legal uncertainty, the HOA, the current HOA board, or any involved past member of the HOA board may be liable. This problem will only get worse if ignored by the current board.

I gave printouts of the RCWs and the CC&Rs I referenced above to Tom Kelley... The HOA board Parliamentarian. I asked him for a response and he agreed to respond.

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