

## Governing Documents ???

The stage is set. The directors well coached, have rehearsed, and memorized their lines. They have met secretly, minds made up, and now they are ready to pass sentence on their intended victim. The pre-determined sentence is "Execution," they will call it "Removal Without Cause," and remove Director McDaniel they did by a "Majority Acclamation." When asked by the residents to present a valid reason for her removal, the directors were hard put to explain with any validity. After much posturing, and some delay, Freshley and Meunnichow attempted an answer. Meunnichow, stated that Director McDaniel wanted the Third Board to look for a new management company, and that Katie was quoted in the media causing bad publicity about the water bottle incident. It boggles the sane mind that Meunnichow never addressed the fact that the thrown water bottle and the bruise might have been the real cause for the bad publicity!!!

Freshley's comments were that Katie, does not have the temperament to be on the board, and that Katie will not see the other side of issues! I find these statements mind boggling, by someone who has absolutely refused to hold PCM's feet to the fire, on accountability, transparency, taking control of Thirds bank accounts, allowing the management company carte blanche by paying for any and all costs incurred by PCM, and most of all for being their protector, and apologist.

You want to make accusations about closed minds, look no further than Freshley and Meunnichow. Moore, Paulus, Connors, Souza were silent, however determined in their actions, **Because They Could!**

An assassination is the targeted killing of a public figure, the killing of someone in the public view.

An Execution is, The carrying out of some act or course of conduct to it's completion. A putting to death as a legal penalty.

The Taliban could not have carried out this execution of Katie McDaniel with more determination.

Pamela Grundke

I would like to know exactly what our governing documents are! There was a Declaration of establishment of Covenants and Restrictions dated February 28, 1964 recorded with the Orange County Recorder and given to us by the Escrow Company at the time we purchased our Coop. Are these not the CC&Rs for United??

At Escrow we also signed an Occupancy Agreement which we were told was a lease agreement. We as Coop manor owners must abide by the Occupancy Agreement which would be renewed every three years. The Memorandum of Occupancy Agreement filed with the County Recorder for each individual manor in the next to last paragraph states: "This Memorandum of Occupancy Agreement is subject to the conditions, covenants, and provisions, including those pertaining to the carrying charge, limitation of use, construction of improvements, and transfer of any interest in the leasehold estate or portions thereof provided in the Occupancy Agreement". Doesn't this Occupancy Agreement state it is subject to the CC&Rs??

The Declaration of Establishment of Covenants and Restrictions (CC&R's) recorded February 28, 1964 run with the land and have been amended in 1971 and 1988.

The Occupancy Agreement, is an unrecorded document. The Memorandum of Occupancy Agreement, is a recorded document subject to the CC&R's. A Common Interest Development (CID) must have a Declaration of their governing Documents that are recorded with the county. A United President has stated, "We don't have CC&R's instead there's an Occupancy Agreement." It can't be the Occupancy Agreement as he has stated because that is only a Lease Agreement, and that is an unrecorded document as per the Memorandum Agreement.

United Board, please tell the community what exactly are our governing documents.

Bob Zuzak