

I'On Assembly
Board of Trustees Meeting
Thursday, October 24, 2013
6:00 P.M.
Executive Session 5:30 P.M.
Conference Room
159 Civitas Street, Second Floor
Mt. Pleasant, SC

A G E N D A

- I. Call to Order
- II. Approval of Minutes
 - September Board Meeting Minutes
- III. I'On Trust
 - Upcoming Events and 2013 Final Meeting
- IV. Landscape/Infrastructure Report
 - Phase 7, 9, and 10 Handover
- V. Treasurer Report
- VI. IDC Committee Report – No Report
- VII. Amenities Report – No Report
- VIII. Communications Report
 - Website Bulletin Board
 - Website Terms of Use
- IX. Secretary Report
 - Common Area Policies
- X. Compliance
- XI. President's Report
 - IDC Turnover
 - December Board Elections
 - Annual Meeting
- XII. Community Manager
 - Office Lease Renewal
- XIII. Adjournment

I'ON
Board of Trustees Meeting Minutes & Homeowner Forum
September 26, 2013

Members Present: Deborah Bedell, Tony Woody, Martin Hansen, Frederick Winther and Martha Morgan

Members Absent: Jay Thompson and David Countryman

SCS: Trisha Elrod, Courtney Yannitelli

Guests: Angie Ping, Sandy Farkas, Mark Maguire, Amy Sage, Melinda Armstrong-Wrenn and Pam Gabriel

Homeowner Forum:

Angie Ping is under contract to purchase 19 John Galt Way.

Sandy Farkas expressed his issue with the I'On Design Committee and his unapproved fence at 19 John Galt Way. He would like to appeal the decision of the IDC. Deborah Bedell explained that all appeals from IDC decisions go to the I'On Company for so long as it controls the IDC and that the Homeowners Forum is not an appropriate forum for personal issues.

Mark Maguire requested information concerning the Boat Docks and Creek Club litigation. He has recently moved back to I'On and is happy to be back. He was referred to the Board presentations and statements on the I'On website.

Call to Order: 6:16PM

Previous meeting minutes approved:

Motion to approve August minutes as stated. All in favor. Motion carried.

Motion for Preliminary Approval of the I'On Assembly Mid-Year Meeting Minutes All in favor. Motion carried. The draft minutes will be posted as "Preliminary Approval of the I'On Assembly Mid-Year Meeting Minutes" on the website.

I'On Trust: There are several events from now until the end of the year. These events include a String Quartet Concert, Halloween in the Hood, Screen on the Green, and Giving Lights of I'On.

The Halloween Screen on the Green will be *Hocus Pocus* not *Ghostbusters* as listed in the report. Halloween in the Hood will be on a Sunday this year. The proceeds from Giving Lights of I'On will go to East Cooper Community Outreach.

The Trust agreed to the Assembly's request to waive third quarter financial funding to help cover the HOA budget overrun this year. It was agreed this was a one time waiver

which the Trust was able to cover due to extra funds they had from a cancelled event earlier this year as well as greater-than-expected revenue from transfer fees.

Landscape/Infrastructure Report:

Landscape: The landscape budget is set to increase next year due to the Phase 7, 9, and 10 handover. The Landscape committee has come in under budget by \$5,100 for the 2013 fiscal year.

The relocation, removal, and root repair of the Sycamore trees at Perseverance Park will be a significant project in next year's landscape budget. It is a \$9,000 project that includes the removal of the wire root baskets, soil remediation, and selective removal of a few trees. The Landscape Committee will contact the I'On Company regarding possible financial support for the project. The wire baskets should have been removed by the I'On Company before the turnover of Perseverance Park.

Infrastructure: The canals are in good working order with the exception of Lafayette Canal. The infrastructure committee is working with the Greenery, I'On's new Lake Management contractor, to resolve this stagnant water issue.

The lakes were stocked with Tilapia to aid in algae removal. For recreational purposes, the Bass and Brim population were checked and found to be healthy. The Infrastructure Committee is studying the addition of fish feeders to increase the Bass and Brim populations and fish size. This will go into the budget for next year to be approved by the Board.

The flagpole repair/replacement at Maybank Green has been put in the budget for next year.

The handover for Phases 7, 9, and 10 are close but not quite there yet. Tony has requested a plat that shows the easement for the Marsh Walk at Robert Mills Circle. The items from the walkthrough have been completed, but Tony would like some time to study the deeds before moving forward with the handover.

The I'On Company will be starting Jefferson Park next week, a tiny pocket park along the south side of the Jefferson canal.

In 2014 the Town of Mount Pleasant will allocate funding for road improvements. It is Tony's hope that some road enhancements will be provided to I'On.

Treasurer Report: He explained that \$42,000 will be written off the books this year as uncollectable debt.

The budget for next year must be approved at the meeting before Thanksgiving. Annual assessments may increase for each household. They may be made in two installments to help homeowners but the final figure needs to be approved with next year's budget.

I'On Design Committee: Deborah Bedell introduced Pamela Gabriel as the new Neighborhood Design Coordinator. She will take over managing the IDC when the I'On Company turns it over to the Assembly. She will be available 20 hours per week and begin on October 1st or on the IDC turnover date that is to be specified.

Motion to engage Pamela Gabriel as the Neighborhood Design Coordinator. Tony Woody motions and Martha Morgan seconds the motion. All in favor. Motion carried.

Amenities Report: Tony Woody briefly went over the Boat Dock Committee minutes. He explained that the maintenance fees for the docks are planned to be covered in the annual assessments as it will be a community amenity.

Deborah went over the letter concerning the Eastlake athletic field from Steven and Gayle Woodward. It is important for homeowners to voice their thoughts and opinions to the Board and the letter from the Woodwards is much appreciated. However, the board agreed that the athletic fields are open to the community and therefore where children and adults can play sports. It is important, however, that the athletic field be used appropriately through the reservation process. SCS will verify that the groups mentioned in this letter have done so.

Communications Report: The "20 is Plenty" stickers are now available in the SCS office. They will also be placed in welcome baskets and distributed at the annual meeting.

The 2014 I'On Directory will be handed out at the annual meeting in December. The ad sales for the back cover reached \$1,600 which significantly offset the cost of printing and binding.

Better resident contact information is necessary for the Board to communicate effectively to homeowners and for homeowners to connect with each other. Monthly sales reports only provide the absolute minimum. The volunteer ambassador program is our key source for information, but does not reach absentee owners and those who do not respond to the ambassadors. We need to reach new homeowners at the settlement table. The estoppel letter sent by SCS can request the contact information but there is no guarantee that it will ever get back to us.

The new website is on schedule to be tested in mid-October. The number of changes necessary will determine the launch date.

Secretary Report: A process for enforcement needs to be agreed on before recurring issues on parking and garbage can be resolved. .

Compliance Report: The draft of a Parking Enforcement Policy from the August meeting and a general Compliance Policy were discussed. The Compliance Committee needs to research the Town of Mount Pleasant parking rules because the roads in I'On are public. Martin Hansen expressed that the vision of I'On is not to be a "rule happy"

neighborhood. However, some enforcement is necessary to keep the neighborhood well cared for.

President's Report:

There are three seats open on the Board for next year. The president discussed the possibility of a Recruiting Committee and a Social Hour at O'Brion's for potential candidates to learn about the Assembly, how it functions, and what it is like to be a member of the Board.

In preparation for the Annual Meeting, we need to be sure to get the notice out on time. The Board meeting in November will be the third Thursday (November 21st) due to the Thanksgiving holiday. Annual Committee Reports will be due at this meeting.

Any I'On titleholders having a delinquency on their account by November 15th are not eligible to vote.

I'On Company: Chad Besenfelder from the I'On Company came to discuss the I'On Design Committee turnover. The I'On Company has now proposed a three month turnover process. This will allow the I'On Company to observe how the Assembly is working with the IDC. The I'On Company may, in its discretion, turn over the IDC to the Assembly if all goes well on January 1, 2014.

The board members expressed their frustration with this extension. The I'On Company started this conversation with the Assembly over a year and a half ago and the Board believes it is time for the IDC to be turned over. Frederick Winther, Martin Hansen, and Deborah Bedell agreed that a three month transition process with Chad Besenfelder sitting in on meetings and assisting Pam Gabriel is a good idea, but that nothing the I'On Company has said about the transfer has been put in writing. The Assembly would like a firm date for the complete turnover as they have just hired staff to handle the new workload as stated to be handed over this month. It is unfair that the Assembly cover the cost of the IDC while the I'On Company makes a decision.

Meeting Adjourned at 9:12PM

**I'On Trust Report for the I'On Assembly HOA Board Meeting
October 23, 2013**

Fall Activities

- **Screen on the Green, Saturday, October 26th**
The Trust will present "Hocus Pocus" at the Amphitheater. The movie will begin about 6:30 p.m. and popcorn will be provided. This event is free and open to I'On residents and guests.
- **Halloween in the 'Hood, Sunday, October 27th**
Our favorite neighborhood fall festival will present activities galore on Maybank Green, including a hot dog cookout provided by Publix, jump castles, face-painting, the return of the Monster Mobile Video Truck, music, costume contests, games with the Witches, and more. The fun will happen between 4 and 6:30 p.m. The Trust will provide beverages, chips and paper goods and neighbors are asked to bring covered dishes to go with the hot dogs. Sponsors include Publix, brick by brick, O'Brion's, Palmetto Exterminators, Lawn-o-Green, Cinebarre, and Julie McLaughlin (sponsors have offered in-kind support and gifts as well as some financial contributions).
- **Giving Lights of I'On, Saturday, December 7**
2013 is the seventh year that the I'On Trust has been responsible for coordinating the luminary project in the neighborhood. This year's proceeds will go to East Cooper Community Outreach. Joye Hanson and Angela Winther have been very involved with this charity and along with the Anne Register and Becky Van Wie are organizing this wonderful fundraiser. Our goal is to raise at least \$10,000 for ECCO.

The following neighbors are volunteering as Street Captains for 2013: Marilyn Austin, Cindy Bergstrom, Ginger Black, Karen Featherstone, Tina Farrell, Donna Feldman, Karen Fisher, April Gordon, Joye Hanson, Gail Hardie, Annie Herring, Bob Hervey, Kaki Hinton, Julie Hussey, Angela Johnson, Marsha & Bill Kendrick, Lucy Mooney, Linda Moser, Mary Ellen Raphael, Anne Register, Doreen Ronchi, Delores Rosebrock, Sarah Settlemyer, Sheryl Stalnaker, Ann Thompson, Brenda Uttaro, Mary Wilbur, Lindsey Williams, Becky Van Wie.

- **Holiday Festival, Saturday, December 7**
After the luminaries are lit about 5 p.m., neighbors will be invited to the Maybank tree lighting at 5:30 p.m. and then on to the Amphitheater by 6 p.m. for light refreshments, visits with Santa Claus, coral singing, a check presentation to ECCO, and carriage rides.

Final I'On Trust Board Meeting for 2013 is set for November 11. At that time new officers for 2014 and new members will be elected. We will keep the HOA informed of changes with Trust leadership. We will also provide a budget and a programming plan for 2014 to the HOA shortly after the meeting.

Infrastructure Committee Report

Committee Members:
Tony Woody, John Powers, Trisha Elrod

October 24, 2013

Items to be Completed:

1. **On-street Parking** – The Infrastructure Committee met with the Town of Mount Pleasant (TOMP) to review the areas to receive painted on-street parking spaces, and the complaints / suggestions made by various neighbors over the last few months. The areas scheduled for installation of on-street parking spaces are Jane Jacobs Road, Duany Road and Robert Mills Circle. The Town has stated that the work will be accomplished as they have time and manpower, but there is no date certain. We will continue to monitor the situation. If there are any comments or concerns after the installation those can be forwarded to Trisha and me for review. No change
2. **Handover of Amenities** – Plans are still in place for a handover of the amenities in phases 7, 9, and 10 from The I'On Company before July 31, 2013 when the I'On Company completes their repairs to the areas identified in the previous walk through. On June 18th we completed a second walk through for a portion of the area and noted some discrepancies. A follow up walk through was scheduled, but the I'On Company cancelled and to date it has not been rescheduled. I am concerned that the final turnover will be delayed. Additionally the I'On Company informed us that the turnover will not include the park on Robert Mills as it has not been constructed. No date for completion of the park or for its turnover has been provided. We will keep the Board informed of the progress. We received deeds for the common areas with the exception of Georgetown Park, the canals, the cemetery, and the access to the marsh trail between lots 7-7 and 7-8. VOTE REQUIRED
3. **Neighborhood Crosswalks** – original plans for replacement to be done in phases with Phase I being the crosswalk in front of the Church at Sowell and N. Shellmore, Phase II being the Crosswalk at Sowell & Ponsbury and the Crosswalk at Sowell & East Lake, and Phase III being the Crosswalk at the neighborhood entrance. In addition, the Committee has been in discussion with the Square Association regarding sidewalk modifications and a pedestrian crosswalk at the Civitas and Shellmore intersections. No plans or cost are finalized. To date we have had casual discussions that the Square Association and the Assembly would share the cost. We received comments and support at the Mid Year meeting for a speed table at North Shellmore and Sowell and the crosswalk to North Shellmore and Civitas to aid in traffic calming for this section of North Shellmore. We will keep the Board informed of the progress. No change.
4. **East Lake Boat House** – Requested proposal to Pressure wash entire facility and paint handrails. Deck will need replacement soon. Pressure wash completed. Handrails to be painted and touch up paint added to other areas as needed.
5. **West Lake Bridges** – Requested proposal to pressure wash and paint. Received proposal for pressure washing and gave approval. The need to paint will be re-visited after pressure washing complete.
6. **West Lake Path at Boat Ramp** – The path at the boat ramp is steep and regularly washes out. Committee has requested a proposal to install concrete in this area. We will bring the cost to the Board for approval. LOG is replacing gravel path with concrete.
7. **East Lake Path Between Bridges** – Path between bridges regularly washes out. Committee will request proposal to install concrete. This should be a minor cost. LOG is replacing ribbon curb with stand-up curb to direct stormwater runoff to curb inlet, and repairing path behind new curb.

Infrastructure Committee Report

Committee Members:
Tony Woody, John Powers, Trisha Elrod

October 24, 2013

8. **Street Signs** – The Committee will inventory street signs, including the brass plates in the sidewalks (Montrose plate missing at intersection with N Shellmore), and recommend replacements. We have requested that the I'On Company provide the supplier so we can closely match the existing. John to check on brass plates in storage and we will order new ones if necessary.
9. **Mailbox Labels** – We will replace all the labels on the mailboxes (not the post houses) with the same style labels. Mailbox labels have been added to mailboxes with two exceptions, and they have been re-ordered.
10. **Bollards at the Entrance of East Lake and West Lake** – Investigate why bollards were removed, and consider replacing them. Someone remembers a runner hitting one while jogging at night. Waiting on proposal.
11. **Scramble Building** – Pressure wash building and replace light fixture. Pressure wash completed. Building to be painted.
12. **Storm Drain Behind 119 Ionsborough** – investigate the reasons for the continued flooding. Flooding has been a consistent issue. Committee to investigate and recommend solution.
13. **33 East Lake** – Repair path beneath drainage outfalls. Determine if IDC approved drainage plan. We found no record of IDC approval. Discuss how to proceed.

Completed Items:

1. **Stormceptors** – The Committee met with the Town to review the existing Stormceptors and discuss cleaning. We have two (2) on Hopetown, and one (1) on Robert Mills Circle. The Stormceptors should be cleaned each year. The Committee will determine a price for this activity and include it in each year's budget going forward.
2. **Marsh Paths** – The Committee awarded the contract for repairs to the marsh paths to LOG. The work will begin shortly.
3. **Lights on Neighborhood Sign at Entrance** – SCE&G is working on their facilities on Mathis Ferry Road. That activity causes them to cut the power temporarily, which in turn stops the lights timer. The solution is for LOG to check the timer each Friday.
4. **West Lake Pump** – Repaired started motor.
5. **Notification Post** – The Committee awarded the contract for the installation of notification post adjacent to each post house, and mailbox station to LOG. The Committee and LOG are scheduled to review the location of each post on Friday, July 19th. Installation will begin shortly thereafter.
6. **Wooden Bollards behind 345 N Shellmore** – At the request of the home owner wooden bollards will be installed behind the home to prevent Square patrons from parking in the yard.
7. **Hospitality Pond Aerator** – not working. Investigate problem and repair. Committee authorized repair work for \$528.36. The cost will be charged against the Repairs / Maintenance (6840) budget.
8. **Canal Bulkhead and Dock Inspections** – The Committee awarded the contract for the inspection of the canal bulkheads and the community docks to ADC. That work is underway. Completed and the report received. The report found no deficiencies with the canal bulkheads, and did identify deficiencies with the community docks.
9. **Curb Radii** – There are a number of locations around the neighborhood where vehicles run off the pavement at the intersections with no curb. These areas are rutted and

Infrastructure Committee Report

Committee Members:
Tony Woody, John Powers, Trisha Elrod

October 24, 2013

unsightly. The Committee will be inventorying these areas and requesting a proposal to install Belgian block to effectively increase the radius size and prevent the unsightly condition. We will bring the cost to the Board for approval. The Committee decided to repair the ruts on streets without curb by widening the radii with additional asphalt.

10. **East Lake Post Office** – Repair light and sensor. Repair bricks and frame. I did not see this as an issue. Add recycle bin to area. None of the other mailbox areas have recycle bins so I don't think we need to start that precedent. Light sensor replaced.
11. **Tetherball at Scramble** – Repair tetherball game and purchase a supply of balls. Replaced ball and have a supply available.
12. **West Lake Amphitheater Building** – Requested proposal to pressure wash and paint. *Pressure wash completed. The structure will not be painted at this time.*
13. **Ramble Fence** – Requested proposal to pressure wash fence. *Complete.*
14. **Perimeter Fence Along Mathis Ferry** – Inspect fence in areas that have been cleared and paint if necessary. *No paint at this time.*
15. **Parking Rules** – Ask Board to consider instituting a rule that identifies a maximum time period that a vehicle can be parked in the public right-of-way without being moved. *Passed comment to Compliance Committee*
16. **Handicap Signs at Holy Ascension** – The Church installed handicap parking signs at two on-street parking spaces. The Town reviewed the installation and determined that a handicap accessible route is not available from those spaces and thus the signs should be removed. *The Town stated that the signs are standard, were not approved to be installed in the public right-of-way, and that they will remove the signs.*

Items on Hold:

1. **West Lake Stormwater** Outfall Structures – Town recommends that we remove the wooded dock from the top of each structure. During a very large storm event the top of structure is designed to accept runoff from the lakes to prevent flooding of the adjacent properties. The Committee is investigating the removal of the wooded docks, and will report its findings.
2. **Hydro Mixer** – The Committee met with The Greenery that was hired to manage the lakes. After reviewing the canals they believe the each will maintain itself without the use of the hydro mixer with one exception. The area on the northern canal nearest East Lake expands at the bend and the additional area appears stagnant. The one working hydro mixer will be moved to the stagnant area. There is no research that we know of so this is a trial and error process. We will keep the Board informed of the progress. There was an electrical issue that was repaired. We received a proposal for \$2,497.52 from the Greenery to move the one good diffuser to the bend in the northern canal. The work involves extending the current power source 350'. This project would reduce the algae that periodically collects in the area. We have received several complaints about this item from the residents immediately adjacent to the area. This expenditure of funds is not in the current budget. *Presently there is no money in next year's budget for this work. On hold until funding is approved.*
3. **Flag Pole** – The existing flag pole has severe rot, and will need to be repaired and or replaced. The Committee is considering several options with sensitivity towards the historic nature of the existing pole. We hope to have a recommendation and pricing for the repair and or replacement at the September Board meeting. LOG provided us

Infrastructure Committee Report

Committee Members:
Tony Woody, John Powers, Trisha Elrod

October 24, 2013

several estimates for different types of flagpoles. The estimates range from \$2,200 to \$4,200. The Committee is not yet ready to make a recommendation. I received some information from Jack Hamilton and Vince Graham regarding the history of the flag pole. In short "the pole was installed, with the Ginko tree to the SW of 10 Resolute Lane as a community 9-11 memorial in Nov. 2001. There was a ceremony with music at the time of the installation." We will put money in the budget for 2014 to replace the wooden pole and add a historical marker to commemorate the significance of the flag pole and Ginko tree.

4. **Lakes** – Lakes were stocked with tilapia to aid in algae removal. The Committee requested that the fish population (brim and largemouth bass) be sampled in each lake. This is a no cost service provided by The Greenery. We will report the findings. We received the Fish Report and it found that our fish populations are good relative to the productivity of the lakes. The report did recommend setting up two automatic feeding stations per lake to improve the number and size of both the brim and largemouth bass population. We will add an item to the 2014 budget for the feeding stations and the board can vote on the expenditure at the time of purchase.

Finance Committee Report – October 2013

FINANCES: We ended the month of August in favor to budget by \$16,947.00 (\$34,010.00 actual versus a budget for the month of \$50,957.00) for the year end of August we spent 477,101 versus budget of 494,058 so far \$ 16,957.00 less than budget.

CAPITAL RESERVES/TRANSFER FEES: We have \$ 80,191.48 in Transfer Fee collections as of End of September.

DELINQUENCIES: Delinquent accounts payments to the HOA are slowing down, we are using every legal avenue we have to collect. We still have 14 old accounts from prior years, 13 new ones from this year and another 22 account that have not paid their late fees, these account are from \$ 100 and down.

After 9 months of collecting on old accounts, it looks like we need to write off 40-45,000 by year end to reflect the true picture of what is collectable. Most of the old accounts are from many years past and at this point not collectable.

Total delinquency report at 9/30/2013 = \$ 65,934.00

EXPENSES: Overall Expenses are in favor to budget, YTD plus \$16,947.00. Finance committee will continue to watch the budget; any suggestions on how to lower any expense are very welcome to make sure we stay below budget for 2013 due to the larger Lawyer expenses this year.

EQUITY RESERVES:

Overall Reserve balances have increased from \$1,246,539 to \$1,336,489 an increase of \$89,950.

Communications Report October 24, 2013

NEW Website

The new website is weeks away from a launch date. The design work is targeted for completion on Nov 11th. Beta testing is currently in progress.

VOTE : Should we continue the Bulletin Board feature in the new website?

Last year, during the new management company search, the interview committee reported that all of the property management companies strongly recommended against the use of a bulletin board on an HOA website. None of their clients had one. Of the more than 30 companies that SCS represents, none other has one. Their reasons were the same. This website feature makes the HOA vulnerable to:

1. lawsuits from individual homeowners
2. the social breakdown of the community

The Communications Committee recommends that we try once more, but only if we incorporate:

1. Content limits to the **specific topics** listed on the site:
2. Stronger terms of use
3. The 'New Website' e-blast announcement includes the explanation that the new website 'will be subject to modifications based on user feedback and some features may be added, changed or deleted.'

VOTE : Retire the '*I'On Website Terms of Use*' when we switch to the new website (replaced by AV Terms of Service and AV Rules & Regulations)

Association Voice, our new website provider has their own *Terms of Service* that they have embedded in the initial Sign Up page of all their client's websites. It is written by their corporate legal department and is thorough and comprehensive for that purpose. It gives them the responsibility and control that I'On currently authorizes to our 'Website Administrator' Trisha.

Attached are the Association Voice "*Terms of Service*" and "*Rules & Regulations*" as well as the I'On current "*Website Terms of Use*." I am also including a snapshot of the new 'sign in' page for the new website: the one and only time the user actively agrees in writing (check the box) to the terms of use.

The '*Website Enforcement Policy*' will be updated to reflect the new website bulletin board.

Welcome Baskets to Bags / Ambassadors

The Trust has agreed to assume full responsibility for the Welcome Basket /Ambassador program. This was previously shared with the now discontinued I'On Biznet group. We agreed that the contents of the welcome basket should be for the purpose of introducing the neighbor to I'On with the directory, the trust, the value of volunteering and a brief overview of living in an HOA. When the Board welcome booklets are complete they will also be added to the new bags.

Welcome booklet / SCS / Board

The communications committee will work with Courtney to assemble a welcome booklet from the Board. This will include an overview of the responsibilities and structure of living in an HOA as well as all the governing documents including the rules, regulations and conditions they need to know about. This will also be the place to emphasize the role of IDC in I'ON.

Directory

The Print Directory is on schedule to be ready in time for distribution at the December Annual Meeting. The quantity will be increased to 800 to fill the welcome bags for the year.

Website

Vikki Davis has trained Courtney to manage and maintain the updates on our homeowner database. This is THE key to reaching people in the community.

3/14/2010

I'On Community Website Terms of Use

Welcome to the I'On Community Website. This site has been constructed by your neighbors with the help of AtHome.net, our website provider, and AMCS, our community management company. While we hope you find the information helpful, there are a few rules of the road that we will ask you to adhere to. Your ability to use the website is contingent upon respecting the rules. They are few, but important.

- 1) While the **Public Page** of the website is open to all, the **Private Page** and beyond is for residents and property owners of I'On only. Please protect your login name and password.
- 2) **Login names and passwords** are issued with the understanding that whoever has access to the login information agrees to these Terms of Use. If a login name is shared within a household, all users must be responsible. Abuse by one member could result in the loss of website privileges for the household.
- 3) **Please respect the privacy of residents email addresses** by not compiling email lists for commercial or any other mass-mailing purposes. Email addresses are available for social and I'On community purposes only.
- 4) Content on the Website is informational only. While we make every attempt to be accurate, occasionally we may err. Please accept our apology.
- 5) The **Bulletin Board** is designed to post and discuss notices of community events, request referral information for vendors or services, post lost and found items or pets, and other types of information of general interest to the community.
- 6) **The Bulletin Board is not to be used to bring Assembly business to the attention of the Board.** Community questions or concerns can be directed to the HOA Mailbox located on the Private Home page as well as under the Assembly News column. The HOA board is under no responsibility to either monitor or reply to any posting on the board. Inappropriate postings will be deleted. Monthly Assembly Board meetings are the best venue to direct specific questions or concerns to the Board.
- 7) Personal attacks, use of profanity, threatening, abusive, harassing or

offensive language or images are not appropriate or permitted on our community website. Messages directed at a single individual are best conveyed directly and privately.

- 8) The **Website Administrator(s)** has the sole authority to determine whether an abuse of the Website has been made. The Administrator(s) may choose a remedy to an abuse ranging from contacting the resident directly to discuss a solution, to immediate termination of the residents Website privileges.
- 9) An appeal to the Communications Committee of the I'On Assembly HOA Board can be made by any resident at any time if they feel they have been unfairly treated.

As a resident or property owner of I'On and a user of the Community Website, I indicate I agree to the Terms of Use of this Website by clicking on the link below.

TERMS OF SERVICE

You ("you" or the "User") are about to register to view a web site hosted by, and/or use other services provided or arranged by, AssociationVoice, Inc. ("we" or "us"). We provide to associations, their members, and the associations' management companies web site hosting and other online resources and services (collectively, the "Services"), subject to the following terms and conditions and any rules, guidelines or policies that may be published from time to time by us (collectively, the "Terms of Service"). We may change or add to any or all of the Services at any time without notice. We may refuse to provide the Services to any person or entity in our sole discretion. We may cancel the Services with or without cause at any time, including, without limitation, if any of the registration information you provided is false or misleading, if you have violated these Terms of Service, or if your association or its management company informs us that you are not authorized to use any of the Services. Unless we state otherwise, any changes or additions to any of the Services, will be subject to these Terms of Service. These Terms of Service (including the rules, guidelines and policies incorporated herein) may be changed from time to time by us without notice. By registering to use or using this web site or any of the other Services, you agree to these Terms of Service. You should read them carefully and check for the most current version at <http://www.associationvoice.com/legal/tos.htm>.

We do not provide hardware, software, equipment or systems to any User to connect to or access the Internet, and all such hardware, software, equipment and systems shall remain the sole responsibility of the User.

Terms of Service Last Revised: August 17, 2009.

1. REGISTRATION AND PASSWORDS

By registering to use the Services, you represent to us and agree that (a) you are 18 years of age or older, (b) a member in good standing of the association whose web site or other Services you intend to use and/or are otherwise permitted to access the web site or use the other Services for which you are registering, and (c) you have provided to us and will maintain at all times with us accurate, correct and complete information that may be requested by the registration forms (the "Registration Data"). If we have reason to believe that the Registration Data you have provided is not accurate or incomplete, we may suspend or terminate your ability to use any or all of the Services. Your Registration Data is subject to our Online Privacy Policy (see Section 3).

We attempt to protect the privacy and integrity of the Services by making access to and use of the Services subject to the use of a password. When you register to use the Services the first time, you will be given initial access to the Services through a password. Thereafter, you must use your password to access and use the Services. You must keep your password confidential and not share your password with anyone. You will be fully responsible for all activity that occurs under the use of your user name or password. You agree to immediately notify us of any unauthorized use of your user name or password by emailing us at Support@AssociationVoice.com.

2. CONDITIONS OF USE

You agree that you may use the Services only as long as you comply with rules, regulations and guidelines ("Rules") published by us from time to time. The Rules are in addition to any other rules, regulations or guidelines that may be adopted from time to time by your association or its management company. The current Rules are published at <http://www.associationvoice.com/legal/rules.htm>. We may amend or supplement the Rules from time to time in our sole discretion without prior notice. Changes are effective upon posting, and we encourage you to frequently review the Rules online for any changes. The Rules, as amended and supplemented from time to time, are incorporated by reference into these Terms of Service. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Services.

We do not in the ordinary course pre-screen or monitor content of the web sites or public areas, nor on-line postings or other communications. However, we reserve the right, but not the obligation, to determine in our sole discretion what is and is not acceptable content on any web site or in any other communication or posting made in connection with the Services, to limit placement of any content on a web site or on any other area provided in connection with the Services, to remove, alter or block access to any content immediately and without prior notice, to determine in our sole and absolute discretion what is and is not an appropriate conduct and use of any of the Services, and to cease providing or bar access to any or all of the Services to any User at any time, for any reason or for no reason, without prior notice. We reserve the right, but not the obligation, to monitor and investigate complaints regarding any of the foregoing, and you agree to cooperate fully with us in providing access and information as may be requested at any time and from time to time. You agree that any reservation of rights by us imposes no obligation of any kind on us to take any of the foregoing actions.

Access to an association's web site and other portions of the Services, including content, is password protected. Currently, we also offer web site content backup Services to assist in the protection of content from loss. However, we do not warrant or guarantee the integrity or security of the Services or the content, information or data transmitted through or contained on any portion of the Services. Ultimately, the security of any association's web site, and of access to and of all content and data located on, any web site, are the responsibility of each association, its management company and/or the members of the association. Content and data on any web site may be subject to loss, alteration, corruption or destruction, and we shall have no responsibility therefore.

3. PRIVACY

Registration Data and other personally identifiable information about you that you provide to us through the Services is subject to our Online Privacy Policy. Our current Online Privacy Policy is found at <http://www.associationvoice.com/legal/privacy.htm>. Our Online Privacy Policy may be amended or supplemented from time to time by us in our sole discretion without prior notice. Changes are effective upon posting, and we encourage you to frequently review the Online Privacy Policy for any changes.

4. PROPRIETARY RIGHTS

We and/or our licensors own (a) the contents of AssociationVoice's web site, (b) the content contained in or presented through the Services by us or by third parties engaged by us (including, without limitation, text, music, sound, photographs, graphics, video, page layout, and design), (c) the software, hardware, files, processes, systems, databases and tools used or provided by us or by third parties engaged by us to provide the Services, (d) other tangible and intangible personal property relating to the Services, including, without limitation, the domain names, IP numbers and addresses that may be used by us in providing the Services, and (e) the trade names, trade marks, service marks, copyrights, patents, inventions, trade secrets, know-how and other intellectual property rights relating to the foregoing ("AssociationVoice Property").

These Terms of Service do not constitute a license to you or any other person to use any AssociationVoice Property, except that you may use those Services that we make available to you solely for your personal use. You agree that you will not, and that you will not permit any person or entity to, copy, revise, alter, modify, decompile, reverse engineer, assemble, or attempt to discover, nor sell, assign, sublicense, encumber, or otherwise transfer any interest in, any AssociationVoice Property, including, without limitation, any object code, source code, underlying processes or algorithms contained therein, other than as is permitted by us in writing. However, you may download a single copy of this web site onto a single computer or make one print copy for your personal, noncommercial use.

Your association or its management company may permit you to submit additional content to a web site to

any "public areas" provided as part of the Services, subject to these Terms of Service (including, without limitation, the Rules). "Public areas" are areas where you may submit content for viewing by others and where others may submit content for viewing by you, such as news items, chat rooms or bulletin boards, whether or not access to such areas is restricted. You are responsible for such content and for postings, email and other communications transmitted or posted by you using the Services. By creating, posting or submitting content on a web site or any public area, or permitting others to do the same, you represent and warrant that the content complies with these Terms of Service (including, without limitation, the Rules), and grant to us and our affiliates a worldwide, perpetual, irrevocable, royalty-free, sub licensable (through multiple tiers) non-exclusive right and license to exercise all rights with respect to the content submitted, created or posted in any public area, and to cache, backup and otherwise use all such content, in order to provide the Services. You agree that such caching, backup and other use is not an infringement of any of your intellectual property rights or any third party's intellectual property rights.

You agree that we may preserve or disclose content if required to do so by law or regulation or in the good faith belief that disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the Terms of Service; (iii) respond to claims that any content violates the rights of third parties; (iv) protect the rights, property, or personal safety of us, other Users or the public; or (v) provide the Services.

5. THIRD PARTY DEALINGS

If you acquire goods or services from a third party, whether or not the goods or services are used as part of or found through the Services, you agree that your business dealings with that third party are solely between you and the third party. We have no liability for any reason connected with such third party or the goods or services acquired, including, without limitation, complaints or claims concerning failure to perform, defects in goods or services or otherwise.

Links to other web sites or resources may be provided by us or third parties as part of the Services. You agree that we have no control over such sites and are not responsible for them. You also agree that we are not responsible for any content, advertising, products or material on or available from such sites or resources.

6. DISCLAIMERS AND LIMITATIONS

USE OF THE SERVICES AND ANY EQUIPMENT, SOFTWARE AND HARDWARE PROVIDED IN CONNECTION WITH THE SERVICES, IS ON AN "AS IS" BASIS AND ON AN "AS AVAILABLE" BASIS. WE MAKE NO, AND HEREBY DISCLAIM ANY AND ALL, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WITH RESPECT TO THE SERVICES OR SUCH PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEITHER WE, YOUR ASSOCIATION, THE ASSOCIATION'S MANAGEMENT COMPANY, NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING ANY OF THE SERVICES REPRESENTS OR WARRANTS THAT THE SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVERS OR OTHER PROPERTY THAT ARE USED IN PROVIDING THE SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE HEREBY DISCLAIM ANY LIABILITY OR RESPONSIBILITY, ARISING OUT OF THE INACCURACY, ILLEGALITY, AND/OR INAPPROPRIATENESS OF ANY CONTENT PROVIDED TO ANY WEB SITE OR ANY PUBLIC AREA, THE DAMAGE, DESTRUCTION OR CORRUPTION OF ANY CONTENT OR OTHER DATA, OR THE USE OR MISUSE OF, OR INABILITY TO USE, THE SERVICES BY ANY PERSON OR ENTITY.

IN NO EVENT WILL WE NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING ANY OF THE SERVICES BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR

LOST PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH LOSSES) ARISING OUT OF OR RELATED TO THE SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY. IN SUCH JURISDICTIONS, SOME OF THE LIMITATIONS IN THIS SECTION 8 MAY NOT APPLY TO YOU.

Under no circumstances will we be liable for failure or delay in connection with the Services if the failure or delay is due to circumstances beyond our control including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of, interruption or delay in telecommunication or third party services (including DNS propagation), failure of third party software or hardware, or inability to obtain raw materials, supplies, or power used in equipment needed for the provision of services.

You agree that any claim or cause of action which you may have arising out of a claim related to these Terms of Service or the Services must be filed within one (1) year after such claim or cause of action arises, or the claim or cause of action will forever be barred.

7. INDEMNIFICATION

You agree to indemnify and hold harmless us and our parents, subsidiaries, affiliates, officers, members, employees and representatives from any and all claims, liability and expenses (including without limitation, reasonable attorneys fees) arising out of or related to your use of the Services, your breach of any provision of these Terms of Service, or any content posted or transmitted by you through the use of the Services. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, which shall not excuse your indemnity obligations.

8. NOTICES

We may send notices by electronic mail, regular mail, courier or overnight delivery to the electronic mail address, mailing address or delivery address most recently provided. Notices will be effective upon transmission or delivery. We may provide changes to the Terms of Service (including, without limitation, the Rules and our Online Privacy Policy) by posting such changes on the Internet.

9. TRADEMARKS

The trademarks, service marks and logos shown on this web site (collectively, the "Marks"), including AssociationVoice and Association Voice are trademarks of AssociationVoice, Inc. Other third parties' trademarks may also appear on this web site. The trademark AssociationVoice may also appear on other portions of the Services. You may not use the Marks or third parties' trademarks without the prior written permission of AssociationVoice, Inc. or the applicable third party.

10. COPYRIGHTS AND INFRINGEMENT CLAIMS

We respect the intellectual property rights of others. We will process and investigate notices of alleged infringement of intellectual property rights related to this web site or the Services, as provided by Digital Millennium Copyright Act ("DMCA"), and will respond appropriately, as provided by the DMCA. As appropriate, we will move expeditiously to remove or disable access to material claimed to be infringing or claimed to be the subject of infringing activity. We will terminate access to Users who are repeat infringers. Notices of claimed infringement should be directed to our Copyright Agent at the following address:

Legal Department
AssociationVoice, Inc.

400 S. Colorado Blvd. Ste 790
Denver, CO 80246
(303) 322-5425
Legal@AssociationVoice.com

11. GENERAL PROVISIONS

These Terms of Service constitute the entire agreement between you and us concerning your use of the Services and the relationship between you and us, and supersede any prior or contemporaneous oral or written communications, representations or understandings concerning the subject matter. You may be subject to additional terms and conditions imposed by a separate agreement between Users, for example a separate agreement between an association and its management company or between members and their association or its management company. We are not bound by or subject to any such agreements. In addition, we may have entered into separate agreements with less than all Users, for example an agreement between us and a management company. If you are not a party to any such agreement, then you agree that you are not subject to it, are not entitled to enforce it, and are not a third party beneficiary of it. You agree that you are not relying on any representation, warranty, guarantee or statement of any kind or nature made by us or anyone on our behalf except as set forth in these Terms of Service. If any provision of the Terms of Service is held invalid or unenforceable, the remaining provisions will remain in effect.

No waiver of any breach or failure or delay in exercising any right, power or remedy of any provision of these Terms of Service shall constitute a waiver of the same or any other provision hereof with respect to prior, concurrent or subsequent occurrences and no waiver shall be effective unless made in writing and signed by an authorized representative of the party against whom such waiver is sought. These Terms of Service, and any dispute arising pursuant to these Terms of Service, shall be governed by Colorado law, exclusive of its provisions regarding conflicts of law. Any action relating to these Terms of Service must be brought in Denver, Colorado, and both parties irrevocably consent to the jurisdiction of the state and federal courts located in Denver, Colorado.

Titles and headings are included solely for convenient reference and are not part of these Terms of Service. You may not assign any of your rights or obligations (in whole or in part) without our prior written consent, which we may withhold, in our sole discretion. We may assign our rights and obligations under these Terms of Service without your prior written consent.

12. MICROSOFT TERMS OF SERVICE

We have incorporated certain third party services provided by Microsoft Corporation into the Services and your use of such services are conditioned upon your agreement to comply with the terms of use published by Microsoft Corporation, as these terms are modified from time to time in Microsoft's sole and absolute discretion. A current copy of the terms of use are available at <http://go.microsoft.com/fwlink/?Linkid=21969> (the "Microsoft Terms of Use"). You are responsible for reading carefully the Microsoft terms of use and complying with these conditions with regard to the third party services provided by Microsoft.

RULES AND REGULATIONS

These Rules are intended to explain the obligations of Users of the Services, as to their conduct while using the Services. Failure of any User to comply with these Rules may be a breach of the may result in, among other things, the termination of any or all of the Services, the denial of access to one or more of the Services, the refusal to post or transmit, or the alteration or removal of material from a website or other area. The Rules are subject to change as provided in the Terms of Service.

Terms of Service. Users shall comply with the Terms of Service posted on and for this website.

No Spam. Users shall not upload, send or post unsolicited or unauthorized junk mail, "spam," advertising, promotions, chain letters, or any other form of solicitation, except postings on an association's web site.

Unlawful Use. Users shall not upload, transmit or post any material, or engage in any other use of the Services, that violates any law, rule or regulation, infringes any other person's rights, including, without limitation, any intellectual property or privacy rights, or otherwise could impose civil or criminal liability. We reserve the right to notify any governmental entity, law enforcement authority, or any other party that we deem appropriate in our sole discretion, of any such activity. Uploading, posting or transmitting any content that infringes any patent, trademark, trade secret, copyright, publicity or proprietary right of any person or entity will be grounds for immediate termination of the Services or other corrective action.

Defamatory or Abusive Material. Users shall not send or post defamatory, obscene, profane, vulgar, threatening, offensive, abusive, inaccurate or illegal material. Users shall not "stalk" or harass another.

Destructive Acts. Users shall not distribute any Internet viruses, trojan horses, time bombs, cancelbots, worms, or other programming routines or engage in other destructive activities that are designed to damage, interfere with, or intercept data or the operation of computers, networks or other equipment or systems. Users shall not access, or attempt to access, another person's or entity's accounts, web sites, networks, servers, equipment or systems without proper authorization to do so, or attempt to disrupt or interfere with the Services in any manner.

Use and Data Storage. We may establish and change from time to time general practices and limits on the use of the Services, the amount of central processing unit (CPU) processing, bandwidth and disk usage, and levels of activity. We will use commercially reasonable efforts to give you notice of these practices and limits. Violation of these practices and limits will be considered a violation of these Rules.

Other Activities. Users shall not engage in any other activity that we determine in our sole discretion may be harmful to other Users or the Services.

[Search](#)[Directory](#) [News & Events](#)

Sign Up

Please complete the following quick steps to sign up. Please note, the information you enter will be used to provide access to the secured areas of the site and will be considered private.

* - Required Field

Step #1: Enter Your Name and Address

First Name * (e.g. "John")

Last Name * (e.g. "Smith")

Street Address * (e.g. "999 Main St")

Unit # (e.g. "Unit #12" - Leave blank if not applicable)

City *

State *

ZIP * (e.g. "99999" or "99999-1234")

Step #2: Create Your Sign In Name and Password

Sign In Name * We recommend using your e-mail address, e.g.
 youremail@domain.com

Password *

Confirm Password *

☒ Remember my sign in name and password the next time I sign in from this computer.

Step #3: Please indicate your preference for receiving correspondence, e.g. newsletters and notices, below. Please note that it may be necessary to send some information via the postal service regardless of your selection. To ensure you receive all emails from us, please add "Messenger@AssociationVoice.com" to your address book.

E-mail Address *

☒ E-mail ☐ Mail ☐ Both

Step #4: Do you agree with the Terms of Service?

TERMS OF SERVICE

You ("you" or the "User") are about to register to view a web site hosted by, and/or use other services provided or arranged by, AssociationVoice, Inc. ("we" or "us"). We provide to associations, their members, and the associations' management companies web site hosting and other online resources and services (collectively, the "Services"), subject to the following terms and conditions and any rules, guidelines or policies that may be published from time to time by us (collectively, the "Terms of Service"). We may change or add to any or all of the Services at any time without notice. We may refuse to provide the Services to any person or entity in our sole discretion. We may cancel the Services with or without cause at any time, including, without limitation, if any of the

[Agree](#)[Disagree](#)

[Privacy Policy](#) | [Terms of Service](#) | [Rules and Regulations](#) | [Site Map](#)
Homeowners association management software by AssociationVoice © 2000-2013. All rights reserved.

Secretary Report October 24, 2013

The recent confusion about a nonprofit organization trying to use the Amphitheatre last month without requesting a reservation raised the need to clearly define the terms of use for homeowners wanting to have events on the Common Spaces in I'On.

The Athletic Field & Eastlake Policy requires an update to clarify responsibility of I'On Club.

The terms of use for Maybank Green, the Ampitheater, Boathouse, Firepit and 'other- specify' are currently in a small paragraph on the website Reservation form... easily overlooked and out of date.

Maybank Green and The Ampitheater share their own set of criteria that could be defined in a term of use policy.

The remaining spaces: the Hopetown Boathouse the Fire Pit and any other open space areas can be combined under a general terms of use policy. This would eliminate the need for the separate Fire Pit Policy and help homeowners understand their opportunities.

Deborah, David and I have drafted the following 3 policies for Board review and discussion.

Amphitheatre and Maybank Green Reservation Policy DRAFT

In order to have exclusive use of the Amphitheatre or Maybank Green, the following criteria must be met:

- Reservations are limited to the Trust and established groups in I'On (Garden, Conservation Corps, Yarn Buddies, etc.) consisting of a minimum of 10 households.
- The event must be open to the public; it may not be reserved for private events.
- No vehicles are allowed on the grass. (golf carts OK)
- The contact person making the request must be an I'On property owner.
- Any other community-wide event request can be made directly to the HOA Board and will be considered on a case-by-case basis. 3-month advance notice is required for the review process. *

Reserving Maybank Green for parking Policy DRAFT

In order to use Maybank Green for temporary parking, the following criteria must be met:

- Applicants are limited to the I'On Trust and established groups in I'On (Garden, Conservation Corps, etc.) consisting of a minimum of 10 households
- The Green may only be reserved for temporary parking if the event is of such a scale (as determined by the management company) that on-street parking will not suffice.
- A Pre- and Post-event irrigation inspection will be scheduled by the management company.

- Any damage caused to the Green is the financial responsibility of the hosting group making the reservation.

Reserving I'On Common space Policy DRAFT

In order to have exclusive use of any** common space in I'On, the following criteria must be met:

- A reservation through the website is required
- The event is hosted by a homeowner in I'On and listed as the primary contact.
- A homeowner's membership on behalf of a commercial, civic or nonprofit group does not qualify.
- The reservation is for I'On residents and their guests only.
- Adult supervision is required for children under 21.
- No common space maybe reserved for weddings.
- The event must conclude by 10 p.m.
- The area must be cleaned up to the condition it was found. For the Fire Pit, the contact person is responsible for dousing the fire completely, replacing the cover completely before leaving the location.
- The primary contact making the reservation is financially liable for any damages and the resulting repairs.

*The Trust is a logical conduit for things like Spoleto or the Symphony or some worthy community opportunity that might provide a good event in the community.

** Fire pit (so we would remove the current Fire Pit Policy), Boathouse, Avant garden, Perseverance Park & Other/specify

PRESIDENT'S REPORT
October 2013

IDC TURNOVER: Pam Gabriel, the newly appointed Neighborhood Design Coordinator, attended her first meeting of the IDC in October. Despite several promises of direct communication from the I'On Company, as of this writing, we have received no further information about the I'On Company's intentions with respect to the timing of a complete turnover of the IDC to the Assembly. We intend to continue to press to resolve this issue.

DECEMBER BOARD ELECTIONS: The Board will designate a time window for the submission of candidate statements for residents wanting to stand for one of the three seats up for election this year. Any interested residents are invited to contact current Board members to learn more about Board service, and, in particular, to attend the October Board meeting as an observer.

ANNUAL MEETING: The Annual Meeting of the Assembly will be held on December 10th. There will be an election of Board members following presentations by the candidates, and current members will present summaries of their work over the past year. The meeting will be held at the Creek Club at 7 pm. Packets including Board reports, the 2014 budget, candidate statements and proxy ballots will be mailed in late November to all Titleholders whose accounts are in good standing as of 15 November.