

I'On Assembly
Board of Trustees Meeting
Monday April 16, 2018
Board Meeting 6:00 P.M.
Conference Room, 159 Civitas St
Mt. Pleasant, SC

AGENDA

- Homeowner Forum
- Call to Order
- Approval of Minutes:
 - March 19, 2018 Board Meeting
- President's Report
- Amenities Report
 - VOTE to Add Pickle Ball Court Lines to Sports Court
- Infrastructure/Landscape Report
- Covenants Report
 - VOTE to Add Eric Krawcheck to Covenants Committee
- Treasurer Report
 - VOTE to Amend Collections Policy
- IDC Report
- I'On Trust
- Communications Report
 - VOTE to Approve Website Provider Change
 - VOTE to Approve Email Blast Policy
 - VOTE to Add Michele Wilson to Communications Committee
- Board of Appeals
- Secretary Report
- Adjournment

I'On Assembly Board of Trustees Meeting

March 19, 2018

Members Present: Jody McAuley, Michael Purcell, Trey Mathisen, Tom O'Brien, Chris Colen, Lori Bate

SCS: Jessica Gosnell, Mary Fraser

Guests: Kim Daniels; 23 Saturday Road, Bill

Absent: Johann van Asten

Homeowner Forum:

Bill asked the Board about the probability of structures being built at the front entrance as mentioned at the I'On Company architectural forum that was held a few weeks ago. He asked the Board to update him on that topic. Jody confirmed that was an old/original idea of the I'On company that isn't in any current plan from the Board nor the Landscape committee. Michael Purcell let the owner know about the current plans for the front entrance enhancement that have been discussed by the Landscape and Infrastructure Committee, none of which include any kind of structures. The plans only consist of enhancing the plantings, adding some landscape lighting, and removing invasive vines. When the owner asked if residents would be involved in that decision making, the Board responded that they welcome input from homeowners at the homeowner forums, but ultimately is the Board's decision on what is done. Bill then asked about the trimming of crepe myrtles and plantings installed on Ponsbury by the Rookery that was done a few years back. Michael responded that was a common area enhancement that was done to clean up the area as it was becoming overgrown and a frequent dumpsite for landscaping debris from surrounding homes. Jody pointed out that landscaping is the highest expense in the annual budget, and he confirmed that the Board and sub-committees research and practice due diligence regarding allocation of monies.

Call to Order: 6:05PM by Jody McAuley

Approval of Minutes:

Motion to approve the February 26, 2018 I'On Assembly Meeting Minutes. Motion Seconded. All in favor. Motion passed unanimously.

Presidents Report:

Jody submitted no formal report stating that the details lie within the committees.

Jody did mention that the Walbeck vs I'On Company lawsuit hearing is scheduled for April. The attorney advised us that there was not a benefit for us for residents to attend the hearing.

Treasurer Report:

Jody reported on behalf of Johann, stating that expenses are tracking as planned per budget. He also stated that Johann confirmed the collection process is going well and that we are down to 10 delinquent accounts. Most of the owners on the delinquency list are repeat offenders and are late every year, but the majority of homeowners pay their assessment on time. Jessica reiterated that payment plans are offered through SCS, so there is no reason for homeowners to be late, even if there are financial hardships.

Amenities Report:

Trey followed up on the main dock's resurfacing. The new surface is a nonskid material that looks nice and appears to be holding up well. If it holds up well after this summer, then the Committee will consider resurfacing the other docks and possibly other wooden walkways like the marsh path bridges. Trey stated that he will follow up on its durability around September/November 2018.

Trey then reported on the dock expansion project, announcing that we received a much lower quote from Carolina Dock and Marine that came in at 112K. The Board asked Jessica to obtain references from previous clients of Carolina Dock and Marine. Michael pointed out that there is some general maintenance required on a few areas of the existing dock that we need to do regardless of an expansion. Chris mentioned that the ramp at Frogmore is off centered and needs to be looked at as well. Jody mentioned that the hardware for the hoses at the dock needs to be replaced. The current hose nozzles are broken and need to be replaced with a higher quality nozzle. Jessica confirmed that she would get new hardware from West Marine that would be plastic or rubber coated aluminum/steel material that would hold up better in the saltwater environment. Derek from Carolina Dock and Marine will be meeting onsite with Jessica to inspect all existing docks and note any maintenance that may be needed.

Trey reported on the possibility of a pickle ball court being added at the sports court. Jessica and Trey are to meet with the homeowner who requested this. Trey stated that he doesn't think that one will fit on the sports court, but stated that he would look into it. Jody noted positive reaction of sports court and the possibility of pickle ball being added having the same reaction.

Landscape and Infrastructure Report:

Michael reminded Board members that the BOZA hearing regarding the Marsh Path Rejuvenation is to be held on March 26th.

Michael provided an update on the status on the front entrance enhancement and the Saturday Road Park (which is the parcel of land across from lot CV-5), stating that the committee is working diligently to obtain all required permits from various governmental agencies that we are required to get permitting from for these projects.

Michael also stated that he met with Chris from The Greenery to discuss maintenance of the marsh path and Creek Club areas and specifically went over keeping up with the maintenance of accumulation of leaves throughout the neighborhood.

Michael reported that the lakes are being tested by the Greenery's aquatic division and will be taking two samples from each lake. When there starts to be an accumulation of algae growth, the fish are to be restocked. When we receive the results, we will publish those to the community. Kim Daniels asked about the status of the lot across from CV-5. Michael responded that this is the Saturday Road Park he mentioned and we only have a preliminary plan for a passive park area with benches or a swing, a path with steel edging and plantation mix, planted with native plantings has been discussed but nothing has been confirmed or drawn up yet. The committee is working hard to have the project completed in a timely manner. The first step is getting the hazardous trees removed and boring under the road to run water and electricity to the property. It was noted that the completion of the project all depends on when we get the permits and that we are hoping for it to be a two to three-week process once proper permits are obtained.

Covenants Committee:

The Board went into Executive Session at 7:20PM.

The Board resumed the Board meeting at 7:34 pm.

Tom updated the Board on the status of a home on Civitas, stating that they have not come into compliance or paid any fines. SCS is to send copies of certified receipts to homeowners and continue to fine until resolved.

Tom then gave an update on the screening of a boat on Sowell Street. It was noted that the owner has submitted plans to IDC for a gated fence and SCS will continue to follow up to ensure the screening is completed.

Tom recommended delaying the start of the fining process due to some miscommunication. It was noted that if the project is approved by the IDC and the owner begins construction by 3.27.2018, then the owner will not be fined.

Motion was made to have McCabe and Trotter send a collections notice/intent to file lien notice to the N. Shelmore home with a \$1000 violation fine that is past due. Motion Seconded. All in favor. Motion passed unanimously.

Motion to start fining process of \$25 per day on the Krier stucco home in need of pressure washing. Motion Seconded. All in favor. Motion passed unanimously.

IDC Liaison Report:

Lori provided a report on the options of what the HOA can do with the current street lights. We can keep the lights as is, or the HOA can sign a new contract with SCE&G and have them change out the fixtures replacing them with new fixtures that would cost less per month. Lori noted that we could cut the electricity budget by two thirds simply by changing out the fixtures. She also stated that the cleaning of the light fixtures would be much easier, as would shielding the lights from homes.

Next month the Board is to decide if they want to replace the poles with 12ft poles or use the existing height. Lori thinks the 12ft poles would be the best option as they are less than 9ft now. Michael asked if we decide not to replace, if we would need to have them cleaned and painted. Jessica is to find out the expenses and bring back to next month's meeting.

Jody pointed out street light maintenance is in the reserve study and that SCE&G is supposed to be cleaning the fixtures.

Communications Committee:

Chris reported on the possibility changing website providers due to the current website not being as user friendly as it needs to be, and having a lack of technical support when needed. The Communications Committee looked into three different provider options; our current provider Association Voice, Members First, and Cambuilt. Association Voice does not support some online browsers or the use of apps, and SCS had great difficulty getting assistance with glitches they were having with the voting booth during the 2018 Annual Meeting. Members First was a great option, but was too far out of the budget. Cameron Conway (Cambuilt) was within the budget of the HOA (less than what we currently pay annually), he lives in I'On which is a major benefit as far as maintenance and transition, and he was giving the association a good price since he wishes to use I'On as an example to build business from other local HOA's.

It was noted that the termination process with our current provider, requires a sixty-day notice. Mary is to pull a report from our current website showing traffic of the website.

Jody noted the importance of the transferal of governing documents and being able to keep certain documentation private where only I'On owners can view the information. Chris confirmed that with Cambuilt we will still be able to set certain documents and information with security settings where it would only be visible to confirmed residents that are signed into the site.

The Board asked how much we are spending for our current provider. Chris responded that we are currently spending \$2,600 a year, and that going with Cameron would only cost us a recurring \$154 dollars a year.

Chris brought up the topic of implementing a written email blast policy. Basically, putting our current email blast practices into writing. The Board is to revisit the e-blast policy at the next Board meeting after the Communications Committee looks at correcting verbiage.

Lastly, Chris announced that the committee is looking into recruiting new members and finding someone to do the newsletter.

Board of Appeals: No Report

Other Business: None

There being no further business to come before the Board of Trustees, the meeting adjourned at 7:39pm. Next meeting April 16, 2018.

Respectfully submitted by _____

DRAFT

Executive Dashboard

As of 3/31/2018

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| Summary Income Statement | Prior Years Actual | | | Annual Budget | YTD Actual | YTD Budget |
|-----------------------------|--------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | 2015 | 2016 | 2017 | 2018 | Mar-18 | Mar-18 |
| Assessments | \$ 760,835 | \$ 799,050 | \$ 799,025 | \$ 799,050 | \$ 787,087 | \$ 799,050 |
| Delinquent Dues | (9,032) | (6,000) | - | - | 11,963 | - |
| IDC Revenue | 22,650 | 21,900 | 21,450 | 15,000 | 3,500 | 3,750 |
| Dock Closure Rev | 21,700 | 15,520 | 14,700 | 12,600 | 7,000 | 3,150 |
| Other | 10,498 | 21,808 | 5,586 | 8,600 | 3,646 | 2,150.00 |
| Total Revenue | \$ 806,651 | \$ 852,278 | \$ 840,761 | \$ 835,250 | \$ 813,196 | \$ 808,100 |
| Administrative | \$ 232,471 | \$ 270,451 | \$ 261,666 | \$ 263,069 | \$ 56,208 | \$ 65,767.25 |
| Legal | 37,297 | 27,217 | 39,563 | 25,000 | 2,057 | \$ 6,250 |
| Landscaping & Maintenance | 379,963 | 341,555 | 360,221 | 358,544 | 78,648 | \$ 89,636 |
| Utilities and Ins | 106,057 | 97,973 | 88,078 | 100,992 | 15,063 | \$ 25,248 |
| Reserve Contribution | 39,000 | 39,000 | 39,000 | 41,500 | - | \$ 10,375 |
| Capital Projects | - | 46,000 | 46,000 | 46,000 | - | \$ 11,500 |
| Total Expenses | \$ 794,788 | \$ 822,196 | \$ 834,528 | \$ 835,105 | \$ 151,976 | \$ 208,776 |
| Net Surplus | \$ 11,863 | \$ 30,082 | \$ 6,233 | \$ 145 | \$ 661,220 | \$ 599,324 |

(1) Over (under) budget YTD

| Receivables Delinquent Dues | Dec-15 | Dec-16 | Dec-17 | YTD 2018 | 12/31/2018 |
|--------------------------------|------------|------------|------------|------------|------------|
| Dollar Amount as of | \$ 20,738 | \$ 6,035 | \$ 2,512 | \$ 11,963 | |
| % of Assessments | 2.7% | 0.8% | 0.3% | 1.5% | 0.0% |
| # Past Due | 12 | 1 | 1 | 15 | 0 |
| Operating Cash on Hand | \$ 494,766 | \$ 561,449 | \$ 561,449 | \$ 774,209 | |
| Months in Reserve | 7.5 | 8.2 | 8.1 | 11.3 | 0.0 |

I'ON ASSEMBLY, INC.
COLLECTION POLICY
REVISED April 12, 2018

WHEREAS, ARTICLE II, 2-104 of the Covenants, Conditions, Restrictions and Easements specifies the duty and obligation of each Titleholder to pay assessments to fund the expenses which the Assembly incurs or expects to incur and sets forth the obligations that may be imposed for failure to pay assessments, including the obligation to pay late charges in such amount as the Board of Trustees may establish by resolution, AND interest computed from the Due Date at a rate of 10% per annum or such higher rate as the Board of Trustees may establish, subject to limitations of Applicable Law, on delinquent assessments, AND the costs of collection including reasonable attorney fees; AND

WHEREAS, the Assembly has contracted with a professional management company to provide management services and supervision over certain contract services to the Assembly; AND

WHEREAS, the Board of Trustees has determined the need to amend the previously approved Collection Policy,

NOW THEREFORE, be it resolved that the Board of Trustees has elected to authorize its management agent to carry out the following amended policy with respect to all delinquent accounts, reserving to itself the right to modify or intervene in certain cases, as the Board sees fit.

- Payments of assessments are due on the date specified on the invoice (the “Due Date”) and will be delinquent after the final day of the month in which the Due Date occurs. (For example, if the due date is January 1, payments will be delinquent as of February 1.) **When payment becomes delinquent, the Titleholder shall be charged a late payment fee of \$50.00**, AND interest will be charged at 10% per annum, computed from the Due Date on the unpaid balance. In addition, a \$10 administrative fee will be charged.
- If payment is not received by the end of the second month following the Due Date, **the Titleholder shall be charged an additional late payment fee of \$100.00**, a second late notice will be sent, and a \$25 administrative fee will be added.
- If payment is not received by the end of the third month following the Due Date, **the Titleholder shall be charged an additional late payment fee of \$150.00** and the management company shall refer the account to legal counsel to file a lien on the Titleholder’s property. The Titleholder shall be responsible for all costs, expenses and fees associated with the collection of the delinquent assessment, including reasonable legal fees, whether or not suit is filed, as provided for in the Declaration of Covenants. Additional administrative fees of \$75 will be charged.

NOTE: If the assessment bill is returned due to an incorrect address, the management company shall perform the following actions:

- Check the Charleston County tax records to verify the address on file for tax bills and/or

**F'On Assembly, Inc,
Collection Policy Revised
April 2018**

- Verify the Titleholder's correct address by either calling any number listed in the Titleholder's record, and by consulting with the Finance Committee and/or the full Board as specific circumstances dictate.
- The performance or non-performance of this additional address verification by the management company shall not relieve the Titleholder of responsibility for any late fees, interest or legal expenses.
- When the account becomes 120 days past due and the amount of the delinquency (whether from annual assessments, fines or other amounts) exceeds \$1,000.00, including applicable late fees, interest, collection costs and attorney's fees, as well as any outstanding fines for violation, foreclosure action shall be authorized against the delinquent Titleholder. When foreclosure action is necessary, the Collections Attorney will continue to take action against the property owner, even if the past due amount falls under \$1,000 because of partial payments, until the balance is paid in full.
- Payment Plans: In cases of demonstrated hardship, and prior to referral to legal counsel for collection, the Board of Trustees may authorize the management company to accept a payment plan offered by the delinquent Titleholder; provided, that the proposed payment plan meets the following criteria:
 - The proposed plan requires the Titleholder to immediately sign a payment agreement and pay 25% of the total fees owed to the Assembly, including the annual assessment and any applicable late fees, collection costs and attorney's fees, including a one-time \$30.00 SCS administrative fee (the "Initial Lump Sum Payment"); and
 - The proposed payment plan requires the Titleholder to pay the remaining balance owed the Assembly in no more than three additional monthly payments following the Assembly's receipt of the Initial Lump Sum Payment; and
 - In the event that a single payment is missed, the entire payment plan shall become null and void and the remaining balance shall become due immediately, and the Assembly shall proceed with the appropriate collections actions in accordance with the policy.

The Board of Trustees reserves the right to modify this policy at any time in its sole discretion.

This is to certify that the Board of Trustees adopted the Revised Collection policy by unanimous consent, effective April 16, 2018, until such date as it may be modified, rescinded or revoked.

Communication Report April, 2018

I'ON Website

The Association reviewed the termination provisions of the current website provider Association Voice. There is a 60-day notice period and no termination fee.

Ion Resident Cameron Conway presented his vision for the website to the Team in early March (www.cambuilt.com). The joint Team was very impressed with the concept and asked Cameron for his contract which has been distributed to the Communications Committee and the Board for their review and comment (Attached)

As discussed in the March 2018 Board Meeting:

- This website would also host the ION Directory and enable the annual printing as well.
- With the current Association Voice provider, our Association Management Team expends an estimated 60 hours per year in the creation/update of the addresses via a MS Excel prior to publishing the Directory. This is in addition to the annual cost of Printing.
- There are many objectives for replacing the current supplier:
 - Updated look and feel
 - Increasing the use of the Site by I'ON Residents
 - User Friendliness
 - On-Line Membership Directory
 - Mobile App
 - Supports all Browsers
 - Ease of producing the ION Directory
 - Reduced Cost (See Attached)

Recommendation:

- Board approves moving forward with CamBuilt for the website.
- Do not terminate Association Voice till we have tested and accepted the CamBuilt Solution.

e-blasts Policy

The Committee reviewed and the current requests for email blasts from organizations both within and outside I'ON. It was our collective view that this mode of communication should be used only for official I'ON business and at the discretion of the Boar. The Board discussed the Policy at the March Meeting and suggested a few changes. We submit for your review and approval the attached Policy.

Recommendation

- Board approved the e-blasts Policy as submitted.

I'ON Newsletter

Meegan Graham has been leading the creation and distribution of the Newsletter for approximately 3 years. She is looking for someone to take this over. If the Board has any recommendations they would be appreciated.

Communication Committee

The Team discussed adding new participants to the Committee and are reaching out to people to gauge interest. Barbara Fowler has resigned along with Meegan Graham's desire to no longer do the Newsletter. Michelle Wilson has volunteered to join the Committee.

Recommendation

- If the Board has any thoughts potential additions to the Team that would be most appreciated.

The current committee is comprised of:

Mary Kaplin
Michelle Wilson
Meegan Graham

Margaret Summers (I'ON Trust)
Jessica Gosnell
Mary Fraser

Website Costs Breakdown

Association Voice (Current Provider)

\$657 per quarter

\$35 annual domain name registration fee

Total: \$2,663.00 Annually

MembersFirst

Design Set up, Training & Implementation (one-time fee): \$6,000- \$10,000

Subscription and & Support Fees = \$6,480-\$8,000 per year

Total: \$12,480 - \$18,00 for First year

\$6,480 - \$8,000 annually after the first year

(additional options)

Custom Member Directory Project: One-time fee \$1500-\$2500

MembersFirst mobile App: \$1,800 set up / \$1400 Annual

CamBuilt

Development of website: \$1500 (\$1000 if done before the end of March)

Transferring resident directory and documents: \$250

Refreshed copy and copy editing: \$250

Photography updates: \$100

Walking trail page with maps, statistics, landmark photos: \$100

Total: \$2200

Monthly maintenance fee which covers training, WordPress support and changes that require programming: \$250 per month (can be requested on an as needed basis)

Dreamhost Fee: \$9.95 per month

Domain name registration: \$35 annually

1st year total (with 2 months of support): \$2,354.40

Year 2 and beyond: \$154.40 (plus potential monthly maintenance support as needed)



Website Project Proposal

Prepared for: Jessica Gosnell, Property Manager

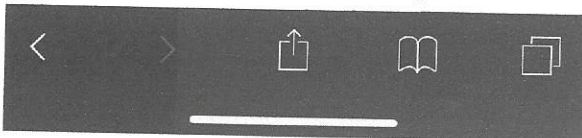
Prepared by: Cameron Conway, President

March 16, 2018

Proposal number: 500-9813

The Village of I'On

The neighborhood of I'On is within the town of Mount Pleasant, South Carolina, just minutes



COMPANY PROFILE

CamBuilt LLC is a boutique software consulting firm that has developed innovative, ground-breaking solutions for its clients since 1995. Applications developed have spanned IBM mainframes, Windows and Mac desktops, the web and mobile devices including the diminutive Apple Watch.

PROJECT SUMMARY

Objective

The objective of the website project is to replace the current I'On website (ioncommunity.com) with one developed by CamBuilt LLC, based on the WordPress platform.

Goals

- Deliver a mobile-compatible interface.
- Permit future extensibility into features such as dues collection and voter polling.
- Duplicate functionality as found in the current website.

Solution

- Development of a new website.
- Transfer of data and content.
- Links to new content such as videos, walking tours, trail maps and up-to-date photo gallery.

Project Outline

The project will involve working closely with the property manager to perform these tasks:

- Extract to, and archive, existing data into a safe location which will be used to load and service the new website.
 - Acquiring a new web hosting service, such as Dreamhost or Bluehost, which supports the WordPress platform.
 - Development of new website, including but not limited to construction of user-friendly interface, I'On branded graphics, refreshed copy and copy editing, updated photography and links to I'On designated helpful resources.
 - Training of I'On Home Owners Association staff to maintain the website.
-

BUDGET

| Description | Cost |
|---|-----------------|
| Development of website | \$ 1,500 |
| Transferring resident directory and documents | \$ 250 |
| Refreshed copy and copy editing | \$ 250 |
| Photography updates | \$ 100 |
| Walking trail page with maps, statistics, landmark photos | \$ 100 |
| Total | \$ 2,200 |

The monthly maintenance fee is \$250 which will cover training, WordPress support and changes that require programming. The maintenance can be terminated at any time, or can be requested on an as-needed basis.

DELIVERY

Project Completion Time

Project can be completed in one months time. If the project is approved and commences this month, March 2018, you will receive a \$500 discount from the development cost.

REFERENCES

US DOJ Antitrust Division, Washington DC

Penny Franklin, Assistant Chief: 202/514-9937
Scott Minning, Chief of Litigation Support Staff: 202/532-4306
Shyam Srinivasan, Web App Designer: 202/514-8014

THANK YOU

CamBuilt appreciates this opportunity to present this proposal.

We are excited to start work on making the I'On Home Owners Association shine. Please direct inquires to:

Cameron Conway
240/274-8282
cconway@cambuilt.com

Website Development Agreement

1. Scope of Work

The scope of the work for the I'On Assembly (Client) is listed in Exhibit A of this Agreement. CamBuilt LLC (Developer) will start working on this project within 5 days after Developer receives a signed copy of this Agreement. If the scope of work changes after signing this Agreement, Client and Developer agree to negotiate and sign an amended Exhibit A.

2. Project Milestones

Developer and Client have agreed that Developer will work on this project in phases. Exhibit B to this Agreement lists the milestones that Developer and Client have agreed on will apply to each phase of Developer's work for Client. If the scope of work changes after Developer and Client sign this Agreement, Client and Developer agree to negotiate and sign an amended Exhibit B.

3. Final Deliverables.

Developer will deliver to Client, via Internet, within 1 day after Client approves the final deliverable(s), digital files containing Developer work for Client under this Agreement. Specifically, Developer will provide Client with the following:

On or before Date Developer agrees to provide to Client a full functioning website based upon the specifications provided by Client (See Exhibit A).

The website created by Developer will be up and running, online, functional and accessible by users. Client is informed and understands that Developer will use its best efforts to perform hereunder.

However, Client understands that multimedia applications, websites and software are complicated and imperfect environs. Developer will attempt to cure and remedy any unforeseen glitches, bugs and/or errors, but those efforts will be based upon the original specifications, including agreed upon modifications of Client.

4. Original Work/Conflicts/Confidentiality

Developer promises that work does not violate the patent, copyright, trade secrets or other property right of any person, firm or entity. Developer promises that this Agreement does not conflict with any other contract, agreement or understanding to which Developer is a party. Finally, Developer promises to hold and maintain in strict confidence any confidential information that Client provides (such as proprietary technical or business information), and Developer will not disclose such information to any third party except as may be required by a court or governmental authority.

5. Training

The fee Client will pay Developer for this project includes all needed training in the use of the software created and the use of WordPress to maintain the website. Training will be conducted at the Client's location.

6. Payment.

Client promises to pay Developer the total sum ("Fee") of \$2,200 (U.S. Dollars) in 1 payment when Client approves the final deliverable. Payment will be made using check, cashiers check, or wire transfer. If Client asks Developer to use any third-party content (i.e. stock photos or third party software) that must be incorporated in the software Developer is creating, Client promises to pay Developer the actual cost of licensing that third-party content for work under this Agreement. Client agrees that until Client pays Developer in full, Client will not acquire the rights or license to use or transfer ownership of any software that Developer creates for Client under this Agreement.

7. Compensation

Developer agrees that the fee Client owes Developer will cover in full all of the work listed in Exhibit A of this Agreement. Client agrees that if Client asks Developer to make changes or do other work for Client that is not covered by this Agreement, Client will pay an agreed upon flat rate in addition to all other amounts Client owes Developer under this Agreement.

8. Feedback and Acceptance.

Client agrees, that Developer cannot complete work for Client or meet agreed upon milestones unless Client gives timely feedback. Client agrees to provide timely feedback so that Developer can understand Client concerns, objections or corrections, and Client promises not to unreasonably withhold acceptance of the deliverables Developer will provide Client at each milestone.

Developer and Client agree to the following acceptance process: Developer will test the software that Developer creates for Client to make sure that it's working properly. In turn, Client promises that Client will evaluate the deliverables Developer provided to Client at each milestone listed in Exhibit B to this Agreement and let Developer know in writing, within 48 hours after Client receives each deliverable, whether Client accepts or rejects it. If Client rejects a deliverable, Developer will correct any errors and again ask Client to accept or reject the corrected deliverable – which Client promises to do 48 hours after Client receives the corrected deliverable.

When Developer delivers the final files to Client and completes work for Client under this Agreement, Client agrees that Client will test the software in its entirety to determine if Developer completed the work promised Client. Client promises to let Developer know in writing within 7

calendar days after Developer delivers the final files whether Client accepts or rejects the final files. If Client rejects the final files, Developer will correct any errors and again ask Client to accept or reject the corrected deliverable – which Client promises to do within 7 calendar days after Client receives the corrected deliverable. This process shall continue until Client accepts the deliverable or 7 calendar days have passed and Client has not accepted or rejected a deliverable (at which point it will be deemed accepted). Finally, Client agrees that Developer work on this project will be complete and the Agreement will end after Client has approved the final files.

9. Rights To The Client Content

Client promises that: (a) Developer owns the rights to use anything Client gives me (“Client Content”); and (b) using such Client Content does not violate the patent, copyright, trade secret or other property right of any person, firm or entity. Client grants Developer a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the Client Content solely in connection with Developer’s work for Client under this Agreement and the limited promotional uses as allowed by this Agreement. Client also affirms and represents that this Agreement does not conflict with any other contract, agreement or understanding to which Client is a party.

10. Rights Before Payment In Full

Client understands and agrees that until Client pays Developer in full, Developer owns full rights to everything Developer creates for Client under this Agreement. If Client does not pay Developer in full, Client agrees that Developer can complete, exhibit, use and sell the software at Developers sole and absolute discretion (except that Developer will not be able to use Client Content in such work).

11. Rights After Payment Made In Full.

After Client pays Developer in full, Developer assigns to Client Developers right, title and interest in the copyrights for the final software that Developer creates for Client under this Agreement – contained in the final files that Developer will send to Client for approval. Client agrees that Developer will retain and Client will not receive any right, title or interest to the preliminary work or preliminary designs that are included with the work Developer creates for Client. If Client needs additional documentation, Developer will sign any further documents reasonably necessary to make sure that the rights Developer is giving Client under this Agreement are properly assigned to Client. Client agrees that Developer may use Client name/company name and trademarks as a reference in Developers promotional materials. Client also agrees that Developer may include, when referencing Developer’s work for Client, a general description of the work under this Agreement.

12. Right To Make Changes.

Developer agrees that after Client pays Developer in full, Client may make any changes or additions to the software Developer creates for Client under this Agreement, which Client in Client's discretion may consider necessary, and Client may engage others to make any such changes or additions, without further payments to Developer. Client agrees that if Client asks Developer to make changes or additions to the software after Client approves the final files, Client and Developer will negotiate a separate additional payment for Developer's time to make such changes.

13. Rights To Know-How

Developer may incorporate into the software Developer creates for Client various pre-existing development tools, routines, subroutines, programs, data or materials (Know-How). Client agrees that Developer retain all rights, title and interest, including all copyright, patent, and trade secret rights to that Know-How. Developer agrees that after Client pays Developer in full, Client will receive a nonexclusive, perpetual, worldwide license to use the Know-How in the software that Developer created for Client under this Agreement. However, Client shall not resell or make use of that Know-How in any other manner other than in connection with the software Client receives under this Agreement.

14. Assurance

Developer promises that to the best of Developer's knowledge, the software will not contain any virus, worm, trap door, back door, trojan horse, timer or clock that would erase data or programming or otherwise cause the software to become inoperable or incapable of being used.

15. Limitations of Remedies

Developer shall not, under any circumstances, be liable to Client for consequential, indirect, incidental, special, punitive, or exemplary damages or losses arising out of or related to this agreement, even if Developer is advised of the likelihood of such damages occurring. Developer's cumulative liability for any damages arising out of or in any manner related to this agreement (including, but not limited to, claims for breach of contract, breach of warranty, negligence, strict liability, or tort, shall be limited to the amount of the fee paid by Client to Developer under this agreement.

16. Entire Agreement

This Agreement constitutes the complete and exclusive agreement between Client and Developer concerning the work on this project, and it supersedes all other prior agreements, proposals, and representations, whether stated orally or in writing. Developer and Client can modify this agreement in writing, if both Client and Developer sign that modification.

17. Independent Contractor.

Client agrees that Developer is an independent contractor and not Client's employee. Although Client will provide general direction to Developer, Developer will determine, in Developer's sole discretion, the manner and ways in which Developer will create the software for Client. The work that Developer creates for Client under this Agreement will not be deemed a "work-for-hire," as that term is defined under U.S. Copyright Law. Whatever rights Developer grants Client are contained in this Agreement.

Exhibit A

The Scope of this custom website development project consists of the following:

- *Creation of new website using WordPress, using a web hosting service of the Client's choosing.*
- *Reproduction of all desired functionality that exists on the current Client website.*
- *Transfer of all data, documents and other assets from the existing website to the new.*
- *Addition of new content and features including, but not limited to, trail maps, listings of bird and other animal species, trees, flowers and other vegetation, nearby shops and amenities and neighborhood photos and videos.*
- *Training of staff to maintain the resident directory and all documents and assets of the website.*

Exhibit B

- *Week 1: Selection of a WordPress website template, establishment of general design for the website and retrieval of all content needed to migrate to the new website.*
- *Week 2: Development of website on Developer's laptop*
- *Week 3: Deployment of website to the Internet, final modifications and approval by Client.*



I'On Assembly Email Blast Policy

The Board of Directors is responsible for all information that is disseminated to the residents of the I'On Assembly by way of the official I'On website or email blast. Only information that is deemed HOA business or those topics that are crucial, important, or beneficial to homeowners and residents will be disseminated via email blast to the community. In this effort we have provided the following policy.

1. Email blast for all official business of the HOA and its Board will be done by the Property Manager at the direction of the Communications Committee Chairman and/or the Board President.
2. Email blasts outside of official business of the Board, but sanctioned by the Board (i.e. Committee Activities or I'On Trust Events) will be sent by the Property Manager at the direction and approval of the Communications Committee Chairman.

This is to certify that the Board of Directors adopted this amended resolution effective **March 19, 2018** until such date as it may be modified, rescinded or revoked.