

My name is Greg Sheehan. I am HOA Board president for Primrose at Bailey's Arbor in Woodbury. I speak with experience.

It really is the intent of our Board to meet the needs of all residents. Afterall, we too are residents. And, it facilitates meeting these needs when rules and laws are written to make a level playing field for all parties. In my opinion these changes change this balance.

I urge you to vote against these changes. Thank you for your consideration.

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- **Prohibition on Associations Taking Any Enforcement Action Prior to a Member of the Board “Meeting and Conferring” with the Violating Owner** – While I understand the sentiment behind this provision, in practice this seems destined to significantly reduce owners’ willingness to serve on their respective boards, as forcing directors to have a meeting with (sometimes hostile) homeowners prior to suing, foreclosing, or otherwise taking “enforcement action” is unlikely to be appealing for many directors.
- **Assessment Cap on Costs of Enforcement/Collection to \$1,500** – In practice, this will inevitably mean that after a homeowner exceeds \$1,500 in enforcement costs (including attorney’s fees), all of the other (compliant) homeowners will be footing the rest of the bill. This feels fundamentally unfair to the homeowners who are complying with the requirements of their association’s governing documents.
- **Mandate Requiring Homeowners (and potentially tenants) to Participate in Meetings of the Board** – Owners are already entitled to sit in on meetings of the Board. Again, while I understand the sentiment here, too often I suspect this will result in meetings being seriously derailed.
- **Rules (and – somehow – Bylaws?) Can be Removed by a Majority Vote of Owners at a Board Meeting** – I am not totally sure how this would work in practice (as drafted), but allowing for homeowners to amend the association’s rules (or worse – its Bylaws) through this relatively informal process seems like a recipe for disaster.
- **Cap on Fines at \$100.00 (Single Violation) or \$2,500.00 (Total)** – This would appear to potentially provide more well-to-do homeowners (e.g., LLC’s interested in leasing a property in violation with an association’s covenants) with a means to buy their way out of compliance with an association’s covenants and rules. If an owner can make \$500/month (or more) leasing their property, and can simply pay their association a \$2,500.00 fine to ignore a leasing restriction permanently, many will do so as a “cost of doing business”. The association’s remedy in that scenario would be to engage in litigation with the owner and seek injunctive relief, and expensive proposition which not all associations can afford (and which, if the association could only assess back \$1,500 of that amount, could be quite daunting).