

136700

BOOK 194 PAGE 602

RETURN ADDRESS:

THOMAS D. FRINK
442 SKAMAWIA LANDING ROAD
SKAMAWIA, WA 98648

FILED
SKAMAWIA
BY Thomas Frink

Nov 1 1 50 PM '99

OLSON

GARY M. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. STATEMENT REGARDING PAYMENT
2. OF DOCK DAM ASSIGNMENT
- 3.
- 4.

GRANTOR(S) (Last name, first, then first name and initials)

1. THOMAS D. FRINK
- 2.
- 3.
- 4.

☐ Additional Names on Page _____ of Document.

GRANTEE(S) (Last name, first, then first name and initials)

1. THE PUBLIC
- 2.
- 3.
- 4.

☐ Additional Names on Page _____ of Document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section Township, Range, Quarter/Quarter)

Portion of Lot 30 Block One, Woodard Marina Estates

☐ Complete Legal on Page _____ of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

☐ Additional Numbers on Page _____ of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

☐ Property Tax parcel ID is not yet assigned.

☐ Additional Parcel Numbers on Page _____ of Document.

2-6-34-1-4-4100

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

BOOK 194 PAGE 604

Thomas D. Frink

442 Skamania Landing Road
Skamania, WA 98648-6138

September 29, 1999

Dr. Lou Jansky, President SLOA
P.O. Box 791
Stevenson, WA 98648

Dear Lou,

Enclosed is a check in the amount of \$2,225 for our membership's full and final payment for the SLOA Dock / Dam Project.

This check is being sent to you under duress and fear that if we do not pay this amount to the SLOA Board of Trustees, the SLOA Board of Trustees will proceed with their threat to place a lien on our property and initiate foreclosure proceedings.

On July 25, 1999, in response to the invitation of the SLOA Board of Trustees, Tom wrote you a letter stating that he had an individual problem with payment of the \$2,225 invoice which we had received from the SLOA.

On August 30, 1999 we received a letter from you (dated August 2, 1999) inferring that for some un-stated reason, you thought that we were "unable" to pay the assessment. This, of course was not what we meant to infer in Tom's letter of July 25. On that same day, Tom sent you a letter clarifying our position that we simply had an "individual problem" with payment of the \$2,225 invoice and suggested that you and he should get together and discuss it.

Unfortunately, you chose to ignore Tom's request and at the special membership meeting held on September 25, 1999 reiterated the SLOA Board of Trustees' intent to lien and foreclose on the property of members who had not paid their assessment invoice.

While we had hoped that you and Tom could have discussed our problems with paying the \$2,225 invoice, we cannot further withstand this harassment by the members of the SLOA Board of Trustees and enclose our check for \$2,225.

This payment is made with the stipulation that the SLOA Board of Trustees individually accept the responsibility for the accuracy and legality of demanding this payment and no misrepresentation has been made by the SLOA Board of Trustees to the membership.

We are sorry that you could not see your way clear to discuss the nature of our individual problem paying this invoice. If you are at all interested, a few, but not all, of our issues of concern related to the SLOA Dock / Dam Project are outlined below:

- Meetings were held without proper advance notification to the membership
- Votes for assessments were effected at meetings without notifying, by agenda, the entire membership the exact wording of the motions being voted upon.
- An inordinate amount of money was spent and continues to be spent on "Engineering Studies" in spite of the fact that all of the necessary permits are not yet secured.
- As documented in Tom's letter to you dated June 3, 1999. At the May 5, 1996 Annual Membership Meeting, there was a maximum Dock / Dam Project expenditure established at \$200,000. In that the membership has already underwritten assessments of approximately \$12,400 (\$200 per member assessment), \$62,000 (\$1,000 per member assessment) and \$40,000 (SBA loan) for a total of \$114,400, there is, at most, \$85,600 remaining in the \$200,000 spending cap or approximately \$1,380 per member. This is considerably less than the \$2,225 invoiced by the SLOA Board of Trustees.
- Considering the magnitude of the grants which the SLOA Board of Trustees anticipates on this project which, in themselves, exceed the \$200,000 spending cap (reaffirmed by Mr. Dennis as a "maximum association expenditure"), it is unclear as to why the SLOA Board of Trustees has chosen to pursue the membership for additional money.
- Considering the money already spent on the Dock / Dam Project and the \$450,000 estimate to completion, there is no doubt that the project expenditures will exceed the \$200,000 maximum expenditure amount and it should be referred back to the membership for review and approval to proceed before any more SLOA or grant funds are expended.
- Regardless of the source of the funds, we believe that the expenditure of over \$500,000 to effect repairs to the Duncan Creek Dam is excessive and represents poor fiscal management by the SLOA Board of Trustees.

As stated, the above points are but a few of our "individual problems" with payment of the \$2,225 invoice.

BOOK 194 PAGE 605

We are now told that all but one permit (the Corps of Engineers) have been received and this permit is imminent. We are now told that none of the grants include any stipulations which might have future impact on the parties of Skamania Funding or will have any future financial impact on the members of the SLOA. Likewise, we are led to believe that this is the last time that the SLOA Board of Trustees will seek financing from the membership of the SLOA for the Dock / Dam Project. In fact, we are led to believe that at the end of this project, there may be a surplus of funds which will be returned, pro-rata, to the members.

We hope you will understand our skepticism related to any "assurances" we the members of the SLOA receive from the Board of Trustees. After all, we were told that the Dock / Dam Project would only cost \$100,000 (\$27,500 for the Dock and \$75,000 for the Dam to be exact). We were told that the Board of Trustees had no knowledge of the Washington Department of Fish and Wildlife covenants on any further repairs of the dam. We were told that the December 10, 1995 meeting "was a legal meeting". We were told that "all permits had been secured". And, we were told numerous times that "we are going out for bids (and need your money 2000)".

We implore you as President of the SLOA Board of Trustees to minimize future expenditures until all permits are secured and openly communicate with the membership all facts surrounding the Dock / Dam Project. In that the SLOA Board of Trustees has already expended a considerable amount of money on "Engineering Studies", we are expecting that very little additional expenditures are necessary until we have secured all necessary permits and grants.

If it should appear at any time that the Dock / Dam Project cannot be completed within the constraints as documented to the members of the SLOA, the project should be stopped and the SLOA Board of Trustees should provide a full disclosure of the nature of the problem to the membership before any more money is expended. We should follow the recent actions related to the Skamania County Criminal Justice Facility Project. Immediately, upon realizing that the approved expenditures were going to be exceeded, they stopped the project so as to protect the remaining funding in the project.

A specific example where project expenditures should be stopped might be if the anticipated grants do not come through as expected or a realization that additional member assessments might be necessary.

We are accepting the statement made by the SLOA Board of Trustees at the July 18, 1999 Special Membership Meeting that "... unused portions (of the Dock / Dam Project Fund) would be refunded (to the members of the SLOA)". This implies that, in the opinion of the SLOA Board of Trustees, with the current membership assessments and grants, the funding is more than adequate to cover projected expenditures on the Dock / Dam Project.

The enclosed check is presented to you with the understanding that it brings current our account with the SLOA and this \$2,225 is the final payment on the Dock / Dam Project. Likewise, in that this payment was withheld awaiting contact from you to discuss our individual problem with payment of the \$2,225 invoice and recognizing that we were not contacted, any "late charges" which may have accrued will be canceled. If this is not the case, please return the check and contact us personally.

Sincerely,

Thomas D. Frink

Judy G. Frink

JUDY G FRINK THOMAS D FRINK 442 SKAMANIA LANDING RD SKAMANIA, WA 98643		12-1091350	616
PAY TO THE ORDER OF		9/29 1999	
Two thousand and two hundred and twenty five and 00/100		2225.00	
WASHINGTON MUTUAL BANK 1800 N.E. 45th Avenue, Suite 100 Vancouver, WA 98660		Money Market Account	
FOR FINAL PAYMENT		Judy G. Frink	
⑆325070760⑆152801715⑆5⑆0666		Dock - Dam Project	

BOOK 194 PAGE 606

Skamania Landing Owner's Association, Inc.

October 7, 1999

Rec'd
10/9/99
14:00

DRAFT LETTER FOR AIR FRINK

Dear Mr. Frink,

Receipt of your letter of September 29, 1999 is acknowledged in addition to your check in the amount of \$2225.00. For the reasons stated below, we are returning your check with this letter, and we ask that you resubmit your check without conditions or restrictions attached.

Our attorney has advised us that a check tendered with conditions attached, either on the face of the check or by separate letter, is subject to RCW 62A 3-311. He has further advised us that if we accept your check as submitted, we may later be deemed to have accepted some or all of the terms contained in your letter of September 29, 1999. Put simply, we are not willing to accept payment submitted under those conditions.

We acknowledge that you are paying your assessment under protest and accept that fact. We also acknowledge that you object to the proposed Dam project for a variety of reasons as explained in your letter. We disagree that the Board or Association have taken any improper action, and we are unwilling to accept your conditions and stipulations as proposed.

We urge you to resubmit your check without conditions attached. If you do so within 10 days of the date of this letter, we agree to waive any interest that may otherwise be due as a result of delayed payment. If you fail to pay in a timely manner, we will seek available remedies as allowed under Washington law.

Sincerely,

Skamania Landing Owners Association

by: Dr. Louis A. Jansky - President

JUDY G FRINK
THOMAS D FRINK
442 SKAMANIA LANDING RD
SKAMANIA WA 98582

616

9/29 1999

TRY TO THE
ORDER OF Skamania Landing Owners Assn, 2225 7/8

Two thousand and two hundred twenty five and 7/8

WASHINGTON MUTUAL BANK
1000 1ST AVENUE, SE
SEATTLE, WA 98101

Money Market Account

For final payment

Judy G Frink

⑆325070760⑆153801715⑆5 051⑆

Draft - Dam Project

BOOK 194 PAGE 607

Thomas D. Frink
442 Skamania Landing Road
Skamania, WA 98648-6138

October 9, 1999

Dr. Lou Jansky, President SLOA
P.O. Box 791
Stevenson, WA 98648

Dear Lou,

It is unfortunate that you could not explain to Tom this afternoon, the "terms" contained in our letter of September, 29, 1999 which, according to your October 7, 1999 "DRAFT LETTER FOR MR. FRINK", the SLOA Board of Trustees was unwilling to accept.

Without knowing what points in our letter that the SLOA Board of Trustees is unwilling or unable to agree to, we, of course, cannot restate them in a form more acceptable to the board.

If you would please identify the specific "conditions and stipulations" which the SLOA Board of Trustees is unwilling to accept, we would be more than happy to consider deleting them or rewording them into a format more acceptable to the board.

We are eagerly looking forward to your clarification of those issues in our letter to which the SLOA Board of Trustees is unwilling or unable to agree to so that we might be able to get this chapter of our life closed and behind us.

Sincerely,

Thomas D. Frink

Judy G. Frink

000346