

**STONE CURVES: A COHOUSING  
NEIGHBORHOOD**

**DECISION LOG**  
**Chronologically**

**The Stone Curves History of its On-Going Decision Making Process**

**A record of the decisions that the community has reached consensus on , that pertain to its development, since its inception.**

**Stone Curves: A CoHousing Neighborhood**  
*Our first general meeting was on July 1, 2001.*

## **DECISION LOG**

### **July 29<sup>th</sup>, 2001**

A. Objective: To be clear on the tenets of membership.

Consensus reached on:

1. Changing the pages in the red process manual on membership to reflect the following:
  - a) Associate membership to be \$100 annual fee per household.
  - b) To include an "Observer" status.
  - c) That the cost of each workshop is per household.

B. Objective: To review the process manual for any other changes.

Consensus reached on:

1. Changing page 54 in the red process manual, on email etiquette, so that the wording is clearer.

### **August 26<sup>th</sup>, 2001**

Objective: To be clear about Early Buyer Financial Incentives #1 as proposed by Jim Leach of Wonderland Hill Development Co.

Consensus reached on:

1. Early Buyer Financial Incentives of August, 2001.

### **September 23<sup>rd</sup>, 2001**

Objective: To affirm a name for the neighborhood association.

Consensus reached on:

1. Limberstone Neighborhood Association.
  - a. This is the association of members who plan to work toward the design & development of Stone Curves: A CoHousing Neighborhood
  - b. It's this association that will partner with the professional development team to form an Limited Liability Corporation for the development of the project.

### **September 27<sup>th</sup>, 2001**

A. Objective: To agree to the process manual as a product with which to work.

Consensus reached:

1. The process manual with all of changes requested at the 7/29 meeting (that are already incorporated) is an approved working document.

B. Objective: To arrive at a vision statement that fits the Stone Curves Neighborhood.

Consensus reached:

1. The new Stone Curves Vision Statement reads:

" Stone Curves, a cohousing community, embodies a dynamic balance that fosters diversity, as well as respect for and harmony with the environment, each other and our greater community."

### **December 2, 2001**

Objective: To encourage those with less financial means to become members.

Consensus reached:

1. The Workshop fees (not bonuses) are able to be applied toward a member's minimum 5% investment to the cost of their home and thus toward the purchase price of their house.

### **February 10<sup>th</sup>, 2002**

Objective: To agree on new Early Member Incentives that work for Stone Curves at this point.

Consensus reached:

1. To accept the new Early Member Financial Incentives three point plan as set forth by Jim Leach on January 22, 2002.

### **February 24<sup>th</sup>, 2002**

Objective: To agree on whether or not to become part of the TEP guarantee program.

Consensus reached.

1. To proceed as an all-electric TEP development, building in site designs plans that allow for smooth transition to solar modalities.

Objective: To agree on the revised and tweaked site plan as delivered by SBBA. in February of 2002.

Consensus reached.

1. To accept the revised SBBA site plan.

### **April 7<sup>th</sup>, 2002**

Objective: To extend the 3% early member discount incentive for continuing marketing purposes.

Proposal: To extend the 3% discount from the current cut off date of 4/15/02 until the day after the Common House workshop of 5/6/02 or until we have 15 members, whichever occurs first.

Consensus reached.

### **April 21<sup>st</sup>, 2002**

Objective: To clarify and modify the 1/22/02 Financial incentive decision on the 25% high risk discount in order to reach the stated investment goal of raising \$100,000 on or before the agreed to May 31<sup>st</sup>, 2002, cut off date.

Proposal: In the event that the full \$100,000 not be fully raised in \$10,000 per household amounts by the May 31 date, that we extend the cut off date until June 14, 2001, for the purpose of raising the full amount. Households who wish to invest amounts greater than \$10,000 and receive the discount will have until June 7 to notify James of the added amount they wish to invest at this same 25% discount. The goal is to raise the full \$100,000 and to give equal opportunity to all Members for this discount. James will determine no later than June 9 whether there is more than the \$100,000 goal in the additional investment requests. If there is, he will determine the fair proportionate investment amounts for each of the investors and notify them by June 10<sup>th</sup>. The additional investment payments will then be due no later than June 14, 2001.

Consensus reached.

Objective: To reaffirm our intent to create a diverse viable CoHousing community by allowing the financial discounts to be incentives for new members to join and not be used as incentives for investors to purchase multiple units at a discounted rate.

Proposal: Should a household wish to purchase more than one unit the Finance Team will meet with the household to review the issues and the intent of the specific purchase. The Finance Team can authorize a purchase. The Finance Team will also discuss the issue of whether or not a discount can be applied to the purchase of a second unit. The Finance Team can authorize that a discount be applied. Such decisions by the Finance Team will be made adhering to the stated purposes and the stated principles of the community. If the Finance Team deems it necessary, it will craft a proposal and bring it before the community.

Consensus reached.

### **June 2<sup>nd</sup>, 2002**

Objective: To approve the Common House Programming Book as prepared by the Architects following the Common House Workshop.

Proposal: The Common House Programming Book represents the decisions made by of the neighbors of Stone Curves during the Common House Workshop.

Consensus reached with the addition of five points of feedback as indicated in the minutes of 6/2/02 that were given to the Architects.

Objective: To approve the by-laws of Limberstone, Inc. and the Stone Curves L.L.C. Operating Agreement as prepared by attorney Carolyn Goldschmidt. Concomitantly, to approve a Board of Directors.

Proposal: That the Limberstone By-Laws and the Stone Curves L.L.C. agreement as prepared by attorney Carolyn Goldschmidt and reviewed by the Finance Team in depth, be approved; and that the Board of Limberstone be the current Finance Team: Carlos Nagel, President; Alice Coleman, V.P.; and Spencer Block, Sec/treas.

Consensus reached.

### **June 16, 2002**

Proposed architectural plans for the Common House were presented to the group members by architect Thomas Saylor Brown.

The group reached consensus that the plans met the goals as outlined in the CH program outline.

The group reached consensus that the plans met the goals for the architectural feel.

Proposal: Until August 12<sup>th</sup>, when it will be further reviewed, members ( per person) can receive \$10 per hour credit off the purchase price of their unit for specified marketing hours spent sitting in the trailer. Brad will retain the documentation via the sign up log. These monies will come from the marketing budget.

Consensus reached to fast track this proposal.

Consensus reached on the proposal itself.

### **July 14, 2002**

Objective: In order to attract new members during the months of August and September when people are back in town, the early buyer 2% discount program will be extended until September 22<sup>nd</sup>, 2002.

Proposal: That the early buyer 2 % discount program be extended to run until September 22<sup>nd</sup>, 2002 or for the next ten members, whichever comes first.

Consensus reached.

### **July 28<sup>th</sup>, 2002**

Objective: To have a rental policy that enriches the community through diversity, encourages tenants to participate in and embrace the principles and spirit of co-housing, and ensure that tenants will be responsible members of the community.

Proposal:

1. Equity members can rent their units.

2. Tenants are obliged to follow community rules.
3. Tenants shall not have voting rights .Voting rights will remain with the equity member, unless transferred by proxy from the owner to the tenant.
4. Tenants can participate in all community activities including meetings, etc., and shall be encouraged to do so.
5. Tenants have full rights to all common facilities.
6. Tenants have the same responsibilities and obligations as do equity members living in the community.

It is the responsibility of the equity member who is renting the unit to ensure that his or her tenant understands and adheres to all of the above; and that there be a written rental agreement duly executed that includes the above stipulations and includes a statement certifying that the tenant has read the operations documents and any other documents containing community rules and regulations and that the tenant agrees to abide by these and any subsequent rules and regulations adopted by the community.

Consensus reached.

Objective: To approve the Lot Premium Price List to meet the “Proforma” requirements of evening out the fair values of the various locations on the site and the income for the project. To agree to this prior to Design Closure Workshop and individual members first selection of units per the queue order.

Proposal: By one meeting fast track to approve the lot premium price list as presented at this meeting.

Consensus reached on a one meeting fast track.

Consensus reached on the proposal.

**August 3<sup>rd</sup> & 4<sup>th</sup>**

### **Design Closure Workshop**

**Please see Design Closure Booklet for range of discussions.**

Objective: To address the issues of Options and Customizations for the dual purpose of not discouraging unit sales, while at the same time making sure that only the members requesting options and customizations carry the cost of the changes.

A. Proposal: The members will determine at or before the Contract with the Contractor, which Options (as defined above) there will be during Base Unit Construction. There will be no other Options and no Customizations allowed during Unit Base Construction.

B. Proposal: To accommodate those members who wish Customizations the Contractor will provide a Remodel Service to accomplish these. These Customizations will not be undertaken until the individual member has closed on the purchase of their unit. The Unit

will have been completed per the base construction specifications and passed final City inspection prior to any remodel work being undertaken. The individual will pay all costs of any Customizations. The member may be able to include the Customization costs in their mortgage.

Consensus reached.

Objective: To agree to the assignment of the number of covered parking spaces per unit type to match the existing agreed to number of covered spaces on the development plan.

Proposal: It is the policy to assign one covered parking space for each of the twenty units (type A, B & C) that are under 1000 sq. ft., and two covered parking spaces for each of the other 28 units (types D, E, F & G). These then total 76 total covered spaces, which is how many there are on the Tentative Plat submitted to the City of Tucson. The actual assignment of which spaces to which units is a process that the members will work out at a later date.

Consensus reached.

Other Decisions in which consensus was reached :

- 1 The landscape plan and plant list in the context in which it was presented ( as a minimum to fulfill city development plan requirements.)
2. The basic building materials 2X6 frame stucco and masonry porch and details as represented on the drawings presented at the workshop. Also the material boards prepared for the workshop of "hacienda" style masonry unit with light mortar wash and clay mission style roof tiles with light mortar squeeze.
3. The basic architectural vocabulary as represented by the elevation drawings.

### **August 11<sup>th</sup>, 2002**

Objective: To name the Landscape team the "Green Team" and to make it an official Stone Curves team

Proposal: as above.

Consensus reached.



Objective: To bring in a permaculture design consultant.

Proposal: That the Green Team hire Brad Lancaster to do \$250 worth of permaculture design consulting work for Stone Curves.

Consensus reached.

### **August 25<sup>th</sup>, 2002**

**OBJECTIVE:** To address the issues and goals of the LLC so the risks of this development are minimized and a definitive plan for moving ahead is established. That the Land Closing Deadlines of Sept 30 to Dec. 30 be kept in mind.

**PROPOSAL:** That the plan as presented by Jim Leach on Aug. 4 & 5 be accepted and adopted, particularly in the following main points:

- A. The Early Member Financial Incentives, as edited Aug. 2, 2002 (1 page) be accepted.
- B. The Financing Proposal, based on Phased Construction, revised August 2, 2002 (3 pages) and the Financial Proforma, along with Cash Flow requirements for Phase 1, dated August 5, 2002 (and reviewed with Finance Team on Aug. 5, 2002) be accepted.
- C. That the following 5 criteria are agreed to be met before the Developer Partners guarantee and take out the Acquisition & Development Loan with Commercial Federal Bank.
  - 1) That the sales of 16 of the 20 units in Villages I & II are committed to.
  - 2) That the Member Group approves Plans & Specifications sufficient to meet the needs of #3.
  - 3) KRM Construction must provide a Maximum Construction Price for phase I. Then the LLC will fix Unit Prices and members will confirm their commitments (#1 above.)
  - 4) LLC (Members & Development Partners) and Bank agree to all Loan Terms.
  - 5) Members & Development Partners will have agreed to a marketing plan and marketing commitment through to the very end of the project and the sale of the last unit.

- D. That Phase 1 as defined in all the above documents is agreed to (considered to be the overall site grading, walls along Stone and around property and utility installation, construction of Villages I & II, construction of the Common House and construction of the parking, carports and landscaping for the south end of the project around Villages I & II).
- E. That Phase 2 could be just Village 5, with Villages 3 & 4 as Phase 3, or all together depending upon when 80% of pre-sales for each Village's units are committed to. Unit Prices for later phases will not be fixed until construction start dates are established for them.

Consensus reached on the proposal.

Objective: (Finance Team) To arrive at a hold policy for potential new members.

Finance Team decided upon the following policy for potential new members:

### **Finance Team**

#### **STONE CURVES: A COHOUSING NEIGHBORHOOD**

8/18/02

**POLICY FOR POTENTIAL NEW MEMBERS TO HOLD A SPECIFIC UNIT WHILE THEY MAKE THEIR DECISION WHETHER TO JOIN AND BECOME A FULL EQUITY MEMBER IN STONE CURVES. IT ALSO IS TIME TO ARRANGE FOR REQUIRED INVESTMENT MONEY AND ACQUIRE A PREQUALIFICATION LETTER FROM A LENDER.**

A POTENTIAL NEW MEMBER MAY SELECT THE UNIT TYPE AND LOT THEY DESIRE BY PAYING A CHECK FOR \$500.00. TO: STONE CURVES DEVELOPMENTS, L.L.C.

A GREEN DOT WILL BE PLACED ON THE SPECIFIC UNIT ON THE SALES OFFICE SITE MAP.

FOLLOWING ARE THE TERMS OF THIS PAYMENT:

- 1) THIS CHECK IS FULLY REFUNDABLE SHOULD THE HOUSEHOLD DECIDE THEY DO NOT WISH TO JOIN STONE CURVES.
- 2) THIS CHECK WILL HOLD THE SPECIFIC UNIT THEY HAVE SELECTED, WITH A FIRST RIGHT OF REFUSAL CLAUSE, FOR A PERIOD OF TWENTYONE DAYS.
- 3) THE TWENTYONE DAYS IS THE LENGTH OF TIME WE TRUST IS REASONABLE FOR POTENTIAL NEW MEMBERS TO EXPLORE THE ISSUES THEY NEED TO IN ORDER TO MAKE A DECISION WHETHER TO BECOME A FULL EQUITY MEMBER.

- 4) THE FIRST RIGHT OF REFUSAL ASPECT IS TO COVER THE FOLLOWING EVENTUALITY:
  - a) IF ANOTHER POTENTIAL NEW MEMBERS WANTS TO JOIN AND WISHES A UNIT THAT HAS A GREEN HOLD DOT, THEN:
  - b) THE FIRST POTENTIAL MEMBER WILL BE CONTACTED AND GIVEN A FIVE DAY PERIOD OF TIME TO DECIDE IF THEY WANT TO JOIN AND PAY THE FULL REQUIRED INVESTMENT FOR THE UNIT THEY HAVE HELD.
  - c) IF AT THE END OF THE 5 DAYS, THE FIRST POTENTIAL MEMBER IS NOT READY TO MAKE THE COMMITMENT, THEN THE SECOND WILL BE GIVEN THAT UNIT AND PAY THE REQUIRED INVESTMENT.
  - d) THE FIRST POTENTIAL MEMBER MAY SELECT ANOTHER AVAILABLE UNIT OR ASK THAT THEIR CHECK FOR \$500. BE REFUNDED IMMEDIATELY.
- 5) THE \$500.00 HOLD CHECK CAN BE REQUESTED BACK AT ANYTIME. AT THE END OF THE 21 DAY CONSIDERATION PERIOD, IF THE POTENTIAL NEW MEMBER HAS NOT MADE A DECISION, THE CHECK WILL BE REFUNDED AND THE GREEN HOLD DOT WILL BE REMOVED FROM THE SELECTED UNIT.
- 6) THERE ARE ALSO WAITING LIST POLICIES FOR MEMBERS TO BE NEXT ON A LIST FOR SPECIFIC UNIT TYPES AND LOCATIONS IN THE PROJECT.

### **September 8<sup>th</sup>, 2002**

#### **Green Team**

**Objective:** It is in the interest of meeting our environmental goals that we will interface with Permaculture.

**Proposal:** Allocate \$5,000 of the \$140, 000 landscape and pool budget line item, to hire Brad Lancaster as a Stone Curves Permaculture consultant @ \$50.00 per hour (equivalent of 100 hours).

Proposal: To fast track the above proposal

Consensus reached on both proposals.

### **September 22<sup>nd</sup>, 2002**

#### **Finance Team:**

1. The 1% discount on units applies only to Phase I units, not Phase II.
2. The current Unit Holding policy for Phase 2 (as compared to Phase 1) given that phase 2 prices are not yet fixed is:  
For units A, B, and C the down payment is \$3,000.  
For units D, E, F and G the down payment is \$5,000.

There is no change to the 21 day holding policy.

**CIT Team:**

1. Units A, B, and C will not have the washer/dryer hookups in them. It is not permissible to stub in and cover the walls as was hoped.
2. Units D, E, F and G will have the hookups.
3. Flooring – concrete on ground floor. It can be stained and options will be clearer after a specific supplier is selected.
4. Solar tube lighting for all bathrooms that do not have a floor above.
5. Additional windows for unit C, upper level B unit and E unit.
5. CIT will work on a Value Engineering List. A pricing process will occur over the next few weeks. As price decisions impact on the proforma, CIT will work from the Value Engineering List to make decisions and keep the group informed.

**October 6th, 2002**

**CIT Team:**

1 CIT Mandate:

PURPOSE: To establish a process for the CIT to operate under that accomplishes its goals as the Stone Curves Member Team that oversees all the design and construction issues and information.

PROPOSAL: The CIT will function as follows:

- 1) It will be made up of only four or five members (maximum 6). These members will represent as best they can the interests of the whole community regarding all general design and construction items, and each of the unit types as it relates to specific households and their particular needs and/or requirements.
- 2) Current members are Lou, as point person, Carlos and Ania.
- 3) The Teams basic approach is one based on trust and appreciation of the professional design and construction firms hired by the LLC. The team has access to all the information and will look over most issues, particularly those that are currently important or of immediate relevance.
- 4) The CIT is the "spokesperson" for the whole Community regarding design and construction issues and information. The CIT will make approvals and decisions as required. At the General Meeting it will report about the decisions it has made and when possible the issues coming up for decisions with the Team.
- 5) Members of the Community will direct all of their design and construction questions and concerns to the point person of the CIT.
- 6) Individual members or representatives for the whole group can request to meet with CIT on issues of concern. If requested the CIT will bring Proposals

to the General Meetings on specific issues of concern. It will also bring issues before the General meetings for group approval that have significant financial impact on unit prices.

- 7) The CIT will remain in the role through to the end of construction and the first year of builder warranty. At that time the Community can decide if there is an ongoing need for such a Team. (Maybe maintenance, architecture review etc.)

After three meeting process with little discussion, Consensus reached.

### **Green Team:**

#### 1. Environmental statement:

**Objective: To Arrive at an environmental statement under which the Green Team & the Community can perate.**

**Proposal: The Green Team's Stone Curves Environmental Statement**

**We agree to cooperatively create a community that is ecologically sound and economically viable and that generates healthy relationships among the residents and with nature.**

Stone Curves has the potential for becoming an environmentally appropriate residential community. It already has numerous characteristics that have an environmental or "green" compass heading:

- it is an infill development that intensifies an urban land use with a small footprint;
- it is highly energy efficient (insulation, orientation, appliances, water use, etc);
- non-or low-toxicity building materials and coatings are used wherever economically feasible;
- alternative paving materials will be used wherever feasible;
- landscaping will be xerophytic or low water use and be a natural, harmonic integration of nature and people;
- water harvesting and water flow management will of principle importance as the topography of the land is modified;
- community gardens will focus on organic produce;
- many facilities will be shared (laundry, cleaning accessories, tools, etc); and
- the common house will provide for shared social and dining facilities for those who choose.

Additional compass headings can be established through individual and collective practice of these environmental "Rs".

**Recycle, Reuse, Reduce:** Recycling that includes composting and reuse of materials. Bulk purchasing and use of environmentally appropriate cleaning materials, foods stuff, and supplies to reduce consumption. Working toward zero waste.

**Resourcefulness & Respect:** Developing wise use of natural resources - as well as human resources.

**Re-discover & Re-educate:** Fostering a sense of place within the Sonoran Desert for seven generations to come.

**Re-imagining** our understanding of the spiritual connection with the natural world and one another.

**Regenerate** the process of community. When we share a common ground - spiritually as well as physically - we can bring our diverse viewpoints to the outcome of each decision. Sustainability depends on reconciling economic, environmental, and social/spiritual interests to assure preservation of a diverse, self-regulating environment.

**Result:** we are likely to find ourselves celebrating the magic of our community and our place in a broader context.

Consensus reached after a three meeting process with little discussion other than basic approval.

### **October 22<sup>nd</sup>, 2002**

#### **CIT TEAM:**

1. After discussing the use of Oriented Strand Board for upper level floors, there's consensus to use it.
2. Windows will be recessed 1/2 way position in exterior walls.
3. Fiberglass insulation is being used to alleviate mold concerns.

### **November 3<sup>rd</sup>, 2002**

Objective: To define "recommendation" as used by all teams.

Proposal: That a "recommendation" made by any team means that it has already been researched and discussed by the team; that the whole community has been held uppermost in mind in the discussion, before making the "recommendation"; that it's a mid-level decision that the team feels comfortable making. Furthermore, that such a "recommendation" will be implemented unless there is an objection directed to the point person of the team involved in making the "recommendation" prior to the conclusion of the next general meeting. Recommendations will be entered into the Decision Log once adopted.

Proposal: that this be fast-tracked.

Consensus reached on both proposals with little discussion & basic agreement. The group felt this reflects the basic level of trust that's already being held by the group members.

Objective: To clarify the issue of a quorum as necessary for making decisions.

Proposal: That because we have as members people from out of town, and because we have agreed not to impose the necessity of attending general meetings upon our members, and because there is a basic level of trust that's already being held by members, we can reach consensus without a quorum of 2/3's of the member households being present.

Proposal: that this be fast-tracked.

Consensus reached on both proposals with little discussion & all around agreement.

### **Green Team:**

Recommendation: There will be a Workshop with permaculturist Brad Lancaster on December 15<sup>th</sup>, from 9:00 - 1:00 at the Sales Office for all those interested.

## **November 17<sup>th</sup>, 2002**

### **Marketing:**

Objective: To establish Phase One and arrive at clarity at the use of "dots".

Proposal: That Phase One be Villages I and II and the Common House. That members preferably commit to a choice of unit selection in Phase I. That members retract the use of a red or two dot system.

After a three meeting review, consensus was reached; no outstanding objections.

### **Finance Team:**

Recommendation:

That all equity members, in order to retain equity membership, sign an "Investment Agreement". This agreement will have a clause that makes a portion of the investment non-refundable (\$3,000 for ABC's; \$5,000

for D,E, F's) if the member does not follow-through to sign a Sales Agreement and purchase the unit. These funds would then be available for marketing purposes to resell the unit.

### **December 1<sup>st</sup>, 2002**

#### **Process & Finance Teams:**

To be clear: We attend these meetings as Limberstone, inc. This allows us to meet the necessary legal requirements as an association for members only.

#### **Process Team:**

The Community reached consensus on the Process Team Mandate after a three meeting review during which there was positive feedback.

**PURPOSE:** The Initial Process Team is the Stone Curves Member Team that during development, oversees and facilitates community making. This proposal clarifies and amends the description of the process team's function as set forth in the Policy Manual.

**PROPOSAL:** The Process Team will function as follows:

- 8) It will be made up of three, to five members.
- 9) These members will:
  - a) Present and interpret the Policy Manual to current and prospective members.
  - b) Help integrate new members into the community and onto teams.
  - c) Help the community by creating processes for the members to follow regarding certain issues.
  - d) Present the agenda for general meetings, assign a facilitator for those meetings, and confer with the facilitator.
- 3) Members of the Community will direct their process questions and concerns to the point person of the Process Team.
- 4) The Process Team will bring issues of community-wide significance and relevance to the community for review and decision making.
- 5) The Process Team will remain in this role through to the end of construction, whereupon it will evolve a Facilitation Team, a Mediation Team, and a Neighborhood Council.

#### **Finance Team:**

The Finance Team made the following recommendation.

That the following proposal be accepted

Further, it recommended that as a proposal it be fast-tracked.



PROPOSALS TO RESPOND TO THE FIVE CRITERIA FOR A BANK LOAN  
(Criteria as proposed to and reached consensus upon in August, 2002.)

Dec 1, 2002

1. Sale of 16 of the 20 units in Villages I & II ( Phase 1).
  - A. As of today, (December 1) there are 13 households who have paid at least 3 1/2% of their anticipated unit price in Phase 1.
  - B. The RECOMMENDATION:** That once Phase 1 unit prices are locked in (after December 1<sup>st</sup>), we ask all current **Phase 1** equity members to sign a "**Limberstone Inc. Investment Agreement**", which contains a clause that makes a portion of the investment non-refundable (\$3,000 for A,.B,C's; \$5,000 for DEFG's) if the member does not follow through to sign a Sales Agreement and purchase the unit. This Investment Agreement will name a specific unit number selection and the price for that unit. This policy will apply to Phase 1.
  - C. Equity Members in Phase 2 of the project will not be required to sign a "Limberstone Inc. Investment Agreement" until the unit prices are set for the Phase 2 units. Current unit hold policies for phase 2 will remain in effect. (see below #5)
  - D. To further encourage sales and commitments for the project **The RECOMMENDATION** is:
    - 1) That the current policy of a 1% discount for new members in Phase 1 run through to the current cut-off date of Dec. 20, 2002.
    - 2) A "**Rebate**" be given to the first 16 members who sign Investment or Sales Agreements & close on their PHASE 1 units.
      - a. Rebate to equal \$3000 for ABC units and \$5000 for DEFG units
      - b. Rebate does not apply to sale price of unit, but paid as cash after last unit in project closes, IF this occurs before the end of 2004 and there is money left in the marketing budget to pay it. If less than \$65,000 left in the marketing line item, then rebates will be pro-rated.
  - E. That a minimum of 16 unit Limberstone Inc. Investment Agreements be signed and returned by December 20, 2002 for phase 1.
  - F. There may be a requirement of the insurance company that every new homeowner needs to purchase a 10 year Homeowner's Warranty Policy. These have been projected to cost between \$300 to \$700, depending on size of unit and to be paid for as an added cost to Member at the time of closing on a unit.

2. The community approves final Plans, Specs, and Value Engineering.
  - A. **RECOMMENDATION:** That the group decides on Value Engineering changes to the specifications by December 1<sup>st</sup>.
3. KRM construction to provide a maximum construction price for Phase 1 of the project.
  - A. KRM is prepared to do this but needs the Value Engineering decisions.
  - B. KRM's current budget does not have an agreed to 3% contingency amount budgeted within it. KRM proposes to raise this contingency by negotiation with subcontractors and not by raising Phase 1 unit prices.
  - C. KRM's construction budget is not yet a fixed number, but a very close estimate. If all the other terms of this proposal are met, then KRM will fix phase 1 hard cost construction price by Dec. 5, 2002.
4. LLC member's & Development Partners Agree to Bank Loan terms.
  - A. The Terms & costs of the construction loan, understood to date, are included in the updated project proforma.
  - B. **RECOMMENDATION:** The Members agree to these terms.
5. Members and Development partners agree to this outline of a long term marketing plan and commitment until the sale and closing of the last unit.
  1. The Equity members reached consensus on committing to marketing the units and having a marketing strategy until the last unit is sold in the total project. Current and new members will agree to do all in their ability to market, sell and close all units in the project before the end of 2004.
  2. The Phase I Rebate (see above in I. C.2) is tied to the success of selling the Last Unit.
  3. The Unit pricing policy will be as follows:
    - A. After value engineering decisions are made (by December 1<sup>st</sup>), the unit prices in Phase I will be fixed.
    - B. Phase 1 Equity Members will be given Limberstone Inc. Investment Agreement forms to sign for specific units in early December, and will be expected to return them along with whatever additional monies are necessary to bring their investment up to 5% by Dec. 20, 2002.
    - C. New Phase 1 Members will be given a Limberstone Inc. Investment Agreement form to fill out & pay for at the time they become Members.
    - D. New Phase 2 Members will hold their unit under the current policy and will be asked to sign a Limberstone Inc. Investment

Agreement or Sales Agreement and bring their investment up to 5% at the time prices are set in Phase 2.

- E. For the current **THREE** households in Phase 2, they will be given **The opportunity to sign** Limberstone Inc. Investment Agreements for their unit selection at current Phase 1 unit price and current lot premium price, plus any documented **hard cost construction** increases that occur for phase 2. They will be asked to sign Limberstone Inc. Investment Agreement forms, and to return them with any additional monies necessary to being their investment up to 5%, by Dec. 15, 2002. If these three Members do not elect to sign the "Limerstone Inc. Investment Agreement" at this time then they still retain their Equity Membership and Hold on a specific Phase 2 unit under the current terms, and their unit prices will rise along with the others in Phase 2.
- F. A Unit by Unit price list will be generated for all unreserved units after Dec. 20, for unit sales purposes.
6. That the following Management Committee is Approved for Stone Curves Developments, L.L.C.:
- A. Jim Leach of Wonderland Hill Development Company
  - B. Della Temple of Wonderland Hill Development Company
  - C. James Hamilton, statutory agent for Stone Curves Developments, L.L.C.
  - D. Carlos Nagel, President of Limberstone, Inc.

Consensus was reached on fast-tracking the above proposal.  
The neighborhood reached consensus on the proposal itself.

#### **CIT TEAM:**

Proposal submitted for fast track approval:

Objective: To honor the design processes that the group has gone through over the last year. To now allow unit prices to be set, the construction loan at the Bank to be taken out, the land purchase to be completed and Construction to begin.

PROPOSAL: To accept the Outline Specifications dates December 1, 2002 and the resulting unit prices for Phase I units.

Resulting Unit prices:

- A \$140,968
- B \$111,512
- C \$129,369
- D \$230,388

E \$176,736  
F \$165,164  
G \$198,828

The Outline Specifications only had minor changes, such as no-scoring of the concrete floors, non-paneled flush interior doors, no network wiring etc. Based on discussion and input, it is proposed that the masonry, and clay roof tiles with mortar, will remain, and blown in insulation instead of batts, will be used for its increased R factor in the unit roofs.

Discussion:

Unit prices are approximately 5% more than projected over a year ago, and before any design workshops.

It does not appear as if any current members would not qualify to purchase a unit because of these slightly higher prices.

The 5% down-payment would be based on these prices if accepted.

Given TEP involvement utility prices will be low, and cohousers typically have lower expenses than others.

Consensus was reached on fast-tracking the proposal.

After the above discussion, consensus was reached on the proposal itself.

**December 15<sup>th</sup> , 2002**

**CIT TEAM:**

Proposal submitted for fast-track approval. Approved.

Objective: To give the CIT Team flexibility as we move forward to marry CIT concerns, the budget, and value engineering.

PROPOSAL: That CIT be given the authority to approve and authorize final design revisions that allow unit prices to remain as was previously established..

Approved by consensus.

**FINANCE TEAM:**

1. Proposal was submitted for fast-track approval. Approved.

Objective: After diligent review, it's time to move forward on the adoption of Exhibit B, Community Project Management Agreement for Limberstone, Inc.

Proposal: To approve the above document.

Approved by consensus.

2. Proposal was submitted for fast track approval. Approved.

Objective: To approve the Stone Curves Community Investment Form.

Proposal: After the Finance Team has done its due diligence, it recommends that the community approve the Stone Curves Community Investment Form.

The proposal was approved with the following amendment ( in italics) added in the 6<sup>th</sup> paragraph:

"the above referenced investment can, at the option of the "Investor" be applied to the down payment required of "Investor" to purchase the unit at the time of closing, *or to be paid to "Investor" at time of closing.*"

### **December 29<sup>th</sup>, 2002**

#### **Finance Team:**

Proposal was submitted for fast-track approval.

Objective: To raise development money for the project via Phase Two construction.

Proposal: To increase the lot premiums in Phase Two by a total of \$30,000.

The three current households who are selecting units in Phase Two will retain the original lot premium as designated prior to today's meeting.

Proposal approved as written.

### **January 12<sup>th</sup>, 2003**

#### **Finance Team**

Proposal was submitted for fast-track approval.

Proposal was amended before fast track approval was granted.

Objective: To create flexibility in Phase Two unit selection so we can respond to the most efficient construction approach.

Proposal: To take reservations in Phase two without specific unit selections. A reservation and a queue position for unit selection in Phase Two can be held for \$3,000 investment. (The current 3 Phase two households have the first 3 queue positions).

Amended proposal: In Phase Two, new equity members can place a hold on a unit in Village 5 with a \$3,000 investment, and in villages 3 & 4 with a \$5,000 investment. These equity members will also be placed in a queue. There will be periodic reviews to be determined if members holding units in Villages 3 & 4 are interested in selecting (by queue position) available units in Village 5, which would allow for more expedient construction of that Village.

Amended proposal approved by consensus.

#### **CIT Team:**

The team has selected the Lancelot kitchen sink, which is stainless steel and comes with a 12-year warranty. This is a double sink for all of the units.

### **January 26, 2003**

#### **Finance Team:**

Proposal was submitted for fast-track approval.

Objective: To clear the way for the community to close on the land.

Proposal: That equity members agree to proceed to close on the land. The bank is willing to authorize the loan that will allow us to immediately proceed to purchase the land. The community understands that by closing on the land prior to all the other bank loans being finalized, that there may be carrying costs of \$4,000 per month. It is understood that these monies will then come out of the community profit share.

The proposal was approved as written.

### **February 9, 2003**

#### **Process Team:**

Objective: To amend the Policy Manual to better reflect the evolving neighborhood of Stone Curves with reference to Teams and Committees.

Proposal: To accept the revised Team/Committee chapter of the Policy manual. Changes reflect in/out from the Process Workshop, Exhibit B., and ways in which our operating procedures have evolved.

After a three-meeting process, proposal approved with a consensus. See Policy Manual for revised pages 44-50.

**Marketing Team:**

Proposal was submitted for a fast track process.

Proposal approved by consensus.

Objective: Since the sales office is our major marketing tool, and since we have made a commitment to clearly defined marketing objectives, and since it's difficult to drum up coverage of the sales office, we need to employ someone to provide a consistency in coverage and oversight of the sales office.

Proposal: That we employ Vicky Bradley at a rate of \$10 per hour to woman the sales office, to cajole volunteers to work with her every weekend, to keep the sales office neat and up to date.

Proposal was approved with a consensus.

**February 23, 2003**

**CIT Team:**

There will be ceiling fans in the rooms and porches of the units.

**March 9<sup>th</sup>, 2003**

**Green Team:**

Objective: to hire a landscape designer.

Recommendation to hire Greg Shinn as landscape designer.

Approved by consensus.

**April 6<sup>th</sup>, 2003**

**Process Team:**

**Objective: To become clearer about email etiquette.**

**Proposal:** Establish e-mail etiquette that allows for:

a) the efficient dissemination of Stone Curves related information (meeting agendas, minutes, etc.)

b) opt-in member participation in exchange of information, ideas and dialogue via this communication mode that some may experience as a viable mode of building community.

**Procedure:**

a) use e-mail **heading prefaces** that clearly identify categories of communication such as:

SC = Stone Curves business and related information (meeting minutes, etc.)

Events = upcoming events (social, performances, non-SC meetings, etc.)

GRL = General Knowledge = subjects that might be of interest to others, that promote discussion and dialogue, etc.

b) use clear subject descriptors after the preface (such as "SC: Marketing Meeting...").

c) members will determine which group lists in (a) they wish to be on:

SC items would go to all on the Stone Curves e-mail group or team lists.

Events and General Knowledge e-mail recipients will advise the sender if they wish to remain on the distribution list. Sender assumes responsibility to delete all names of those who do not so respond.

**No-one, other than the original sender is permitted to use "reply all", everyone uses "reply sender" only and original sender sorts out the info.**

After a three meeting process, this proposal was approved with full consensus.

**April 20<sup>th</sup>, 2003**

**Green Team:**

Objective: To clarify the pet policy and add the policy to our manual.

Proposal: The following is the revised pet policy which takes into account everyone's concerns.

**Stone Curves Pet Policy**

Our community includes many pets. Community members acknowledge the fun, affection, comfort and meaning these animals add to their families' lives. We also acknowledge that some members may prefer (or are prevented due to allergies) neither to have pets nor to interact with others' animals. This policy regarding pets is intended to promote a harmonious relationship among pets, pet owners, and non-pet owners and a peaceful, clean, and safe environment for all.

Each pet owner is responsible for his/her animal's behavior and should see to it that



the pet is not a nuisance or danger to others. If a member has a concern about a specific pet, he/she should speak directly to the owner.

1. Domestic pets ("domestic pets" are dogs, cats, hamsters, gerbils, guinea pigs, rats and mice, fish, birds, rabbits, turtles, snakes, small reptiles and amphibians, but not endangered and other non-domesticated animals or livestock) may do what they wish inside their private residences as long as their behavior does not interfere with the community's quality of life and the City of Tucson ordinances.
2. With the exception of service dogs, no pets shall be allowed inside the Common House or pool or playground areas. No pets are allowed in the Community gardens.
3. Owners are expected to thoroughly clean up their pets' poop at the time of deposit in all outdoor areas.
4. Out of consideration for other community members, residents are not to leave dogs unattended outside resulting in prolonged or disruptive barking. Dogs are not allowed to wander loose. They must be on a leash at all times (except in fenced/walled backyards).
5. Cats are to be kept indoors except when walked on a leash or kept contained in backyards or on balconies. It is unhealthy for the animals as well as the community environment for them to roam unattended. Keeping them and all loose pet foods indoors (where it can't be an enticement to feral cats and other such animals) will serve to cut down on the homeless cat population drawn to the site. Pet foods may be stored outdoors in secure sealed containers.
6. Pet owners are expected to prevent their animals from destroying private or community property. Pet owners should be sensitive to the fact that other community members may feel threatened or frightened by animals. The owners should monitor and if necessary control their pets behavior.

7. Pet owners are to be responsive to concerns expressed by others regarding noise or other problem behavior. The process/mediation team will be available to assist in resolving disputes which may arise between community members, if the dispute cannot be resolved between the parties themselves.

8. The community encourages all pet owners to regularly immunize their pets (beyond the required by law for licensing, rabies inoculations). The vets in this area suggest for cats and dogs living in communities where they are in close contact with other animals, Bortatello, Parvo Distemper, and Giardia immunizations since these diseases are either highly contagious and/or difficult and expensive to cure.

The Pet Policy was approved by consensus after a fifth meeting review.

**May 4<sup>th</sup>, 2003**

**Finance Team:**

Proposal:

Construction Contract: That we accept the overall approach of the AIA cost of the work + 5% fee with a guaranteed maximum price (GMP) in a contract between Riverside Builders (a division of Ross McAllister) and the LLC.

Discussion:

The finalization of the contract had been postponed to allow for Jim Leach to be in town. There is a commitment by the development team to bring all this forward to the finance team.

The contract will have an attachment that will become a "home owners" booklet covering construction Interface, final unit walk through and Warranty & Maintenance issues that will be provided to each homeowner.

KRM is Ross McAllister's company which does most of his work. Riverside Builders is another of his companies that is building a Portland project and will do Stone-Curves. The 3% contingency line item is included in the GMP.

Proposal was accepted for one meeting fast track.

Proposal was accepted as written.

Wrap Insurance Policy:

Objective: To provide insurance that allows the project to go forward, with a policy that carries forward for 9 years from the end of construction to the benefit of the HOA.

Proposal:

That a 1-2-1 wrap insurance policy for an approximate premium of \$300,000 be approved. Then it will be purchased by the Development Team for the LLC.

Discussion:

Provides coverage during construction, for 8 years (to identify issues) post construction, and 1 year (for litigation) thereafter.

Proposal was accepted for a one meeting fast track.

Proposal was accepted as written.

Insurance Deductible.

Objective: To keep a high incentive within the community to discourage lawsuits.

Proposal:

That the \$50,000 deductible of the wrap insurance policy be the community's responsibility, with the first \$50,000 of the community's profit share being potentially placed in a reserve to cover the deductible. Further, that the Finance Team will establish with the Limberstone Attorney, Carolyn Goldschmidt, clauses and language in the CC&R's and by-laws to discourage lawsuits and provide guidance on how to handle potential lawsuits.

Proposal was accepted for a one meeting fast track.

Proposal was accepted as written.

Payment for wrap insurance:

The first \$100,000 is already in the budget as a line item.

The second \$100,000 is projected to be raised from the construction budget via audit and negotiation with contractors and suppliers.

Objective: Raise approximately \$100,000 from increase to unit prices to pay for insurance policy, and also continue to provide financial incentives for potential Equity Members to make a commitment to purchase a unit now.

Proposal:

Raise approximately \$100,000 from increase to unit prices as follows:

- a. Phase I. For the 13 households already in place, unit prices will remain locked. The remaining 7 unsold units will hold their existing prices until June 16<sup>th</sup>. Thereafter prices will be raised by 1%. This could raise approximately \$9,000.
- b. Phase II. For the 7 reservations in place, establish a 2% increase above Phase I unit prices at this time, and create a limit of a maximum of 4% additional price increases due to costs of construction delays caused by marketing delay (because of phasing of the project). This would apply to any other households reserving a

- unit up to June 16<sup>th</sup>. This could raise approximately \$20,000. The current Lot Premium list and rules will apply to each lot.
- c. For the remaining 21 unreserved Phase II units, establish a 3% increase above Phase 1 unit prices at this time, and create a more liberal limit of up to a maximum of 8% on additional price increases due to costs of construction delays caused by marketing delays (because of phasing of the project), or general market driven forces. This would raise approximately \$97,000. The current lot premiums for Phase II will apply.
  - d. Any monies raised through this process beyond the cost of the insurance will drop to the bottom line of the LLC.

**Discussion:**

Members discussed the implications of a 3% rather than an earlier proposed 2 ½ % increase at b) above, and \*\*\* agreed to incorporate the 3% in the proposal.

Proposal was accepted for a one meeting fast track.  
Proposal was accepted as written.

**May 18<sup>th</sup>, 2003**

**Finance Team:**

**Objective:** because of all the paperwork necessary to change units, we've decided to make it a little more onerous to do so.

**Proposal:** From this point forward, there will be a process that needs to be followed, and a fee incurred, if members want to change their unit selection.

If in Phase I (where prices are fixed) the fee for a unit move will be \$250.

Proposal was accepted for a fast track decision

Proposal approved with consensus.

**June 1, 2003**

**Finance Team:**

**Objective:** James & The FT reviewed the draft of the CC&R's and Bylaws presented by the attorney, for the Stone Curves Condominium HOA. It needs to go to the City ASAP in order not to hold-up construction. The need was for the CC&R's and Bylaws be more reflective of how Stone Curves is actually operating and plans to operate using a "consensus model", as compared to the more traditional "majority rule" of traditional condominiums.

**Proposal:** To agree to the CC& R's and Bylaws with the following amendments:

**Owner** is defined as a household, i.e. we will have 48 households and therefore 48 owners.

There will be a minimum of four (4) quarterly **general meetings** per year.

That quorum will be 1/3 of the owners.

The **Board of Directors will be the Neighborhood Association** made up of 5 – 10 members, with quorum at 50%.

The Board of Directors will meet monthly, the first Sunday of the month.

The General Membership meeting will be a minimum of quarterly, the third Sunday of Jan., Apr., July and Oct. with the required annual meeting the one in January.

**Decision making:** There will be a goal of reaching decisions by full consensus with a minimum requirement of 80% agreement ( for both the Board and Gen. Members meetings and decisions.) It is further understood that Stone Curves will retain use of a policy and processes manual including the three (3) meeting decision making process (as practical with the meeting schedules.)

**Proxy votes** may be used for issues of financial importance.

**Board meetings will be open**, and the board has the discretion as to whether or not observers are permitted and /or invited to address the board.

**Managing agent:** If the board wants to hire a management agent, this would need owners' approval.

**The Board president** shall meet with, or cause to have board meetings facilitated.

Two (2) months **HOA fees** will be due at time of closing on units.

Proposal was accepted for a one meeting fast track decision.

Proposal was approved with consensus.

### **June 15<sup>th</sup>, 2003**

**Process Team:**

Objective: Group concern that a child care person be hired for meetings.

Proposal: To offer quality childcare for general meetings. Robin is the community point person for child-care for meetings. Robin or another approved sitter to sit children, at a predetermined location, and then have the children join their parents at the pot-luck  
Robin or another approved sitter to be paid \$20:00 per general meeting.

One meeting fast track accepted.

Proposal accepted with consensus.

### **June 29<sup>th</sup>, 2003**

**Green Team:**

Objective: To use grey water for watering some plantings.

Proposal: Harvest grey water from the 28 units with washing machines, at a cost of \$5,600 (\$200 per unit).

Costs would initially come out of the landscape allowance.

Would require use of only bio compatible detergents and soaps. These would be purchased by the community via HOA dues.

There will be a shut-off valve. The cost of the French drains is estimated to be about \$100 each.

After a three-meeting process, proposal was accepted.

### **August 24th, 2003**

**Green Team Recommendation:**

\$500 of the wall budget is to be committed to the construction of a demonstration section of the ferro-concrete perimeter wall.

**CIT Recommendations:**

Stairways in Building Type 1 (B/C units) will be masonry, not frame stucco in order to meet fire code.

Given insurance situation and common sense there is a commitment to have a very safe site. There is AGREEMENT that no one is allowed on the work site during the work week. And weekend access is also restricted. It is a HARD HAT construction site.

Any construction concerns and questions go to Chris Demchak and Mike Neckerman.

**CHIC Team Recommendations:**

Objective: To list the appliances for the kitchen and laundry as determined by the CHIC team after research.

Hobart Dish Steamer

Thermador 6 burner Range

Amana Refrigerator

2 Maytag Neptune stacked washer/dryers

Though approximately 3,000 overbudget, the team is looking to pick up savings elsewhere.

There will be sealed grey concrete floors in all ground floor rooms in the CH except the office and the library.

### **September 7<sup>th</sup>, 2003**

**Finance Team Recommendations:**

1. Monies to pay for the CIT requested special inspections can come from the L.L.C. budget.
2. The Green Team can have oversight of the \$42,000 line item for the perimeter wall, and all monies not expended on the wall will be returned to the original line item.

### **September 21, 2003**

**Green Team/ Greg Shinn our Landscape Architect** Recommendations for Stone Curves.

Concepts: Zones, plaza design, plant palate and possibility of back yard walls.

Zones: a) Outer permaculture zone, using micro-basins and Sonoran Desert plants.  
 b) Transition zone, to include drought tolerant, color, flowering plants.  
 c) Green zone: Common House and detention basin. Will require irrigation and will use transitional plants.  
 Shade is a #1 priority, using lots of trees.

Plaza Designs: Each village will be able to develop their own concept/palate, through a process facilitated by Greg. Use of shaded gathering spaces rather than corridor effect. Opportunities for art elements such as water features, sculpture, etc. Greg presented some drawings depicting various renditions of these concepts.

#### Backyard walls:

For units facing the north parking lot, walls are recommended.  
 Recommends using them with architectural interest, varying heights, and using gates.  
 Units facing detention basin would have curved walls. Units facing Stone would have the perimeter wall as their back wall, and use side gates.  
 Proposed idea of a Ramada between the pool area and the detention basin as a large group gathering area, but this may change as whole layout is re-visited.  
 Proposed further review of the Common House exterior area (pool, volley ball etc.), as there might be a better layout.  
 Pool requires 5' high enclosure.  
 Proposes doing a workshop to re-visit / redesign the CH exterior area.  
 Walls can be a mix of wrought iron, stucco and masonry.  
 Height will range from 4' – 5'8" incorporating step down appearance.  
 He designed yard spaces to wrap around end units.

#### Community garden:

Sits in a detention basin. Idea of gardening around the perimeter of the basin in raised beds, retaining the center as a level, graveled walking, ramada /gathering space.

Third detention basin is in the NE corner, and this will be made larger but less deep/steep sided. Good environment for chickens.

Proposes use of a 5' high wire fence along the Limberlost boundary woven through the very thick vegetation already there. Construction of a wall would cause damage to the plants.

Vegetation is thick enough to create a security screen.

#### **Marketing /Membership Team :**

Purpose: The monies initially allotted to marketing for new members has been spent over the last two years. The marketing team needs monies in its account to continue its efforts.  
 Proposal: To amend the following prior decision made December 1, 2002 at which time it was agreed that a rebate be given to the first 16 members who sign investment or sales agreements and close on their Phase I units.

- a. Rebate to equal \$3,000 for A, B & C unit and \$5,000 for D,E,F & G units.

- b. Rebate does not apply to a sale price of unit, but is paid in cash after last unit in project closes, if this occurs before the end of 2004 and there is money left in the marketing budget to pay it.
- c. If less than \$65,000 left in the marketing line item, then rebates will be pro-rated.

To amend the original agreement to limit the sales incentive rebate to the first 14 units, rather than first 16 units, sold in Villages I & II.  
These funds, \$7,000 for the two units, will revert to the marketing budget.

Proposal: To fast track this decision.

Following some discussion and clarification, the proposal was accepted in a one meeting decision.

### **Green Team**

Purpose: To have the wall to the west side of the property completed in time for the October 26<sup>th</sup> Sustainable Home Tour, as well, if possible, in time for a newspaper article to be done on the wall and the Stone Curves permaculture plan for the Sunday before, October 18<sup>th</sup>.

Proposal: To complete the curving wall on the west side of the property, in a fashion similar to the sample piece of wall, under the direction of Greg Shinn.

Proposal: To fast track this decision.

Both proposals were accepted as presented.

### **November 2nd, 2003**

#### **Process Team :**

Objective: To clearly delineate our meeting days in conjunction with Sonora Co-housing's scheduled meeting days as of 9/03, so we can continue to meet at Sonora's Common House.

*Proposal:* That Limberstone /Stone Curves holds its meeting on the 1<sup>st</sup> and 3<sup>rd</sup> Sundays of the month only, until further notice.

Consensus reached with little discussion.

Objective: For Stone Curves to have a shared vision statement that reflects the collective wisdom and ideas of its members and which guides the evolution and sustainability of the community.

Proposal: To change the original vision statement for wordsmithing to:

Stone Curves: A CoHousing community that fosters diversity, respect for the environment, and harmony with each other and our greater community.



Consensus reached with little discussion.

**CHIC Team:**

**Objective:** To make clear that CHIC has a need for donated items for the Common Areas of Stone Curves, but also to make clear how donated items will be handled by this team.

**Proposal:** That the CHIC team welcomes all usable items with the understanding that once donated, all items will be considered community property, with the exception of art works and musical instruments. Once community property, the CHIC team reserves the right to sell or to deposit all donated items that are not usable in the Common House for the profit of the community.

Consensus reached with little discussion.

**Finance Team:**

**Objective:** To be clear about the next stage of investment monies and the interest they earn. These investments by members to the project are designed to help the individual and the project.

**Proposal:** a) That member money invested from this date forward (November 2, 2003) in the project and paid back as a discount off the price of the house at the member's closing will be calculated at 6%.

b) That member money invested from this date forward (November 2, 2003) that is left in to the end of the project, defined as the last unit closing or December 31<sup>st</sup>, 2005, whichever comes first, will earn 8% interest ( interest calculated quarterly.

Proposal that both be fast-track decisions.

Approved for one meeting fast track process.

Consensus reached on both aspects of the proposal,

**December 7<sup>th</sup>, 2003**

**CIT Team:**

**Objective:** To add backyard walls to all the units of buildings 7 & 9, along North parking lot so these units have the added value from a marketing and Community design perspective. They will buffer these units from the North parking lot and lend privacy to these backyards.

**Proposal:** To add the cost of building back yard walls, as designed by Greg Shinn, landscape architect, to the base price of all unsold units of Building 7 & 9. (The owner of the one reserved unit will be consulted for choice of adding the wall or not.)

Building 9 Village V

A unit lot 39: \$5,880.00

Lower B unit, lot 40: \$2,780.00

Lower C unit, lot 42: \$2,935.00

D unit, lot 44: \$6,190.00

Building 7 Village IV

E unit, lot 31: \$6,438.00

F unit, lot 32 & 33: \$2,408.00 each

G unit, lot 34: \$6,126.00

Proposal was reviewed by Green Team. The building of the walls is considered essential to the sense of community, sense of privacy. The mark up procedure was explained.

Proposal accepted as written.

**Objective:** To be creative with Stucco on house units. The original specs was for a sand finish stucco on all our buildings. This original bid has now gone up and will cost contingency money and further price increase in Phase Two. Spanish lace is more textured and less expensive and would cost approximately the same as the original bid, thus avoiding these price increases.

**Proposal:** That those areas that were originally designated to be masonry on the buildings last year, will still be done as sand finish stucco (over the wood frame) and the majority of the building exteriors have the light Spanish lace texture. These two textures will create some added textural interest.

This was a CIT recommendation and was accepted.

CIT also stated that the City of Tucson decided one downstairs B unit in bldg. #9 will be fully ADA compliant.

#### **December 21<sup>st</sup>, 2003**

**CIT Team:**

**Objective:** TEP sells a subsidized solar system. It takes a lot of roof space (approx 600 sq ft). Commercially available units are available that are smaller (approx 300 sq feet), but more expensive. The TEP system may cost about \$6,500-\$7,500 and an equivalent commercially provided system may cost about \$10,000 - \$11,000. It is desired to allow for the maximum number of solar systems on the available roof space.

**Proposal :** The community accepts that all roof space is common area to allow as many households as possible to opt for a solar electricity generating system. In addition, the community accepts that roof space may be used up by the first community members who opt to buy a solar electricity generating system, thus curtailing the availability of roof space for those who may want to add a system in the future. The community will ensure that sufficient roof space is reserved for every unit to provide for the installation of a solar hot water heater even if a system is not purchased at this time.

Went through three-meeting process with some questions and discussion. Approved.

#### **January 4<sup>th</sup>, 2004**

**Process Team:**

**Recommendation:** Color process team will hire a color consultant who will be provided with all the information to date. Any additional process will be determined by the consultant. Final color selection may wait until paint is put on buildings.

Approved.

**CIT Team:**

**Recommendation:** Howard Jaeger, construction consultant, be hired for a potential of 20 hours at \$85 per hour. He will work with James and the CIT team regarding water intrusion issues and to provide independent expertise regarding implementation of construction processes and details regarding avoiding long term water intrusion into our buildings.

**Recommendation:** To reduce the LLC mark-up for solar units to 10% was supported by the membership present at today's meeting. It has been referred to James to get feedback from Jim Leach and Ross.

**January 18<sup>th</sup>, 2004****CIT Team**

**Recommendation:** because it's considered more effective, insulation will change from the R55 blown in to "wired" R38 batts up against roof decking, as this is considered to be more effective. R11 will be put on **both** sides of common walls.

**February 1, 2004****Finance Team:**

**Recommendation:** If a unit becomes available in Phase I, the price will increase 3% to new members. Existing Members will continue to have pricing based on date of joining.

**CIT Team:**

**Recommendation:** B units will need to have a smaller single bowl not double bowl in the kitchens. All units will have hot water heaters located in the back porch storage rooms.

**February 15<sup>th</sup>, 2004****Green Team:**

**Objective:** To adopt a plan for landscaping and common areas.

**Proposal:** To accept Greg Shinn's common area plan: This had been developed based on the workshop, a review process and input from members. It is understood that the current Green Team budget does not allow for implementation of the whole plan as proposed. Greg Shinn has been asked to provide an "order of priority" list. It is further understood that the Green Team would request some of the community profit share to supplement the current budgeted amount in order to more fully complete the plan.

The community accepted Greg Shinn's proposed plan.

**Objective:** To agree on a compromise solution for a parking lot surface that honors the diverse preferences of this community.

**Proposal:** The south parking lots will be a mix of asphalt and a 100% natural alternative parking material. The parking lots will have 27 parking spaces using the alternative materials and 22 asphalt parking spaces. Approximately 7~% of the driving surfaces will be asphalt. The two

parking sections closest to the Common House, which include all disabled parking spaces and loading zones will be asphalt.

**Proposal:** That this be reviewed as a fast-track proposal. If approved, James plans to approach the asphalt sub-contractor to determine if the revised work as proposed~ can be done for the same cost as originally budgeted. James anticipates knowing the answer by the next meeting. The fast track is needed in order to proceed in a timely manner with the south parking lot.

Approved for fast track.

Proposal approved provided contractor agrees to complete the work at no additional cost.

It is noted there were 3 serious reservations and 4 neutral cards.

**CIT Team:**

**Recommendation:** That Stone Curves installs a solar water heater on the CH to determine how effective it is.

**Marketing/Finance Team:**

**Decision:** Prices for Phase 2 are set. They are firm through March 15<sup>th</sup> and then will increase 1% (or more depending on construction inflation).

**March 7<sup>th</sup>, 2004**

**Finance Team:**

**Decision:** We are proceeding with Phase 2 construction.

**Green Team**

**Recommendation:** To raise chickens on the NE corner of the property. There will be a coop, a restricted area, ambient noise effect, up to 24 eggs per day, manure for the community garden, no odor, an opportunity for a 4-H project, etc. They can feed on kitchen scraps, and some supplemental food. They cost about \$3.00 each. There will be a “friends of feathers” or “cluck” team to help tend them.

**Decision:** To continue to complete the staining of the perimeter wall. The materials have been donated, and we have the “sweat equity” See activities next week 16<sup>th</sup>, call if interested.) This was decided for primarily good marketing reasons, but also because this approach does not stop another solution at another date if the community decides on one. There is no cost to community for this since material donated and labor is volunteer.

**CIT Team:**

**Decision:** Upstairs B & C units have been spec'd out to have carpet. Some members have asked if they can change to a hard surface. They need to get approval from the members in the lower units, as the carpet was intended to ensure better sound proofing. Upper unit members who get approval from lower members and change floor coverings must still remain responsible for sound transmission. Consideration is the key!

**CHIC Team:**

**Decision:** A granite look formica has been selected for the kitchen/dining room counter tops.

**March 21st, 2004**

**Process Team:**

The Color for the Exterior side of the buildings have been selected. Selection E has won. Tally results: 108 A; 23 B; 70 C; 87 D; 112 E. 82% of membership voted altogether. 80% of out-of-towners voted. 57% of Tucson resident members voted.

**Objective:** To adopt a new email communication system that may make it easier for all of us. It is being worked on by Carlos & Chris Vogel.

**Proposal:** To implement a new email communication system for Stone Curves as an experiment. It will cost approximately 100 dollars to be paid for out of the Limberlost fund.

**Proposal:** That this be fast-tracked.

There was consensus for the request for a fast-track proposal.

There was consensus for the proposal itself.

**Objective:** To have equity among all Stone Curves members re: their neighborhood association dues, so that new members and older members will have paid equal amounts into the Limberstone Inc. account.

**Proposal:** That all new Limberstone members after this date (3/21/04) be asked to pay a one time \$200 membership fee to Limberstone, Inc. and all current members (who have only paid one of the two \$100 annual dues) be asked to pay their second \$100 on or before July 31, 2004.

**Proposal:** That this be a fast-track decision.

There was some question about why this needed to be a fast-track decision. The Treasurer responded that it was to make it easier for book-keeping to make the decision now.

Both proposals were accepted by consensus.

### **Green Team**

**Objective:** To install swimming pool solar lines inside the Common House wall which needs to be decided as soon as possible because of the construction schedule.

**Proposal:**

To allow the expenditure of \$1,900 from community allowance monies to install the swim pool solar lines in the walls of the Common House for future installation.

**Proposal:** To fast-track the decision.

Consensus was reached to fast-track the proposal.

Consensus was reached on the proposal itself.

### **April 3rd, 2004**

#### **Process Team: Community Agreements:**

Presented a review and reading of **Community Agreements** as already written in the Stone Curves Policy Manual:

- 1) Share from our own experience, speak from the responsible "I".
- 2) Check out assumptions and understandings of the other's point of view.
- 3) Honor and acknowledge each person's contributions as well as our own, noticing interruptions, and checking if the person has completed his or her expression, verbally and emotionally.
- 4) Listen and respond with respect.
- 5) Make clear agreements regarding who has what responsibilities and follow through in fulfilling our agreements.

- 6) Take responsibility for creating a safe space, staying on purpose, and honoring the process of individuals and the community.  
 Creating a safe space implies being open to one another's point of view, and being willing to participate in conflict resolution.  
 Staying on purpose includes coming to meetings early, beginning and ending on time, being concise, focusing on the task at hand and being, as a leader or participant, prepared for meeting topics.  
 Honoring the process implies a commitment to the evolution of the neighborhood as it grows in community; and being willing to hold the best interests of the entire neighborhood during processes.

**Recommendation:** To add #7

- 7) Honor the "I" while sitting in the "we".

**Recommendation:** that at one general meeting per month members review and read these agreements.

#### **Marketing Team:**

##### **Decisions:**

- 1 New policy for hold dates: It will now be a 14 day (no longer 21) hold, and 3 day (no longer 5) right of refusal.
- 2 The two D units in Phase I each have a \$5,000 discount till May 3, then a \$2,500 discount till May 31<sup>st</sup>.

Marketing budget has a line item to "carry unsold units" or "offer discounts". Team prefers to offer discounts in preference to carrying units.

#### **CHIC Team:**

Fire suppressant hood has been installed.

**Recommendation:** that this cost for the hood will come from garage workshop allowance budget (that is in RBI budget).

**April 18<sup>th</sup>, 2004**

Process Team:

**Recommendation:** To unify teams and create community accountability to the proposal process by incorporating the following step to the process called the pre-proposal process or PPP. Within the framework of the PPP

##### **The Team's Responsibilities are:**

- Offer a pre-proposal process for members who might have concerns and would like input into a proposal.
- Communicate the date and times of the meetings during which the team will be discussing the proposal. Make available contact person(s) for neighbors to call if they cannot make it to the meetings.
- To collect and respond to feedback and integrate into the proposal process.

##### **The Neighbor's Responsibilities:**

- Neighbors participate in the Pre-proposal Process if they're interested in helping to create a proposal on an issue that has significant meaning for them and/or the community
- Neighbors responsibly assert their need to have questions answered or to be heard using available channels of communication: i.e. attend team meetings; email or call point person(s).

- Neighbors responsibly collect the information they need to make an informed decision by attending Team meetings, presentations, and any other opportunities offered.
- If a neighbor is unable to attend a meeting, then they select a proxy to attend for them or give feedback directly to a team member.
- If, at the time a proposal is brought forward for consensus, a neighbor still feels the need to cast an orange or red card, because the choice is something they feel is not in the best interest of the community, then the neighbor(s) will be asked to share how it is not in the best interest of the community, and, if necessary, offer a proposal to the Team or community.
- If a neighbor wants to be heard, then that neighbor needs to be responsible to listening and being informed. If a neighbor is asking to be heard without taking responsibility for listening and gathering the data necessary for his/her input in the timeline provided, then the process is compromised to the detriment of the team and the community moving forward in a decision.
- Neighbors will consider participating in a Team or Neighborhood Council process in the context of: "Will this statement build trust? "Does this respect my neighbors (as well as myself)? "Will this serve the community we are living in?"

#### **CHIC Team**

**Recommendation:** Looking forward to August, with reference to the first Stone Curves street sale: if a Stone Curver is interested in an item the CHIC Team is placing into the street sale, (I.e. not keeping the item for use in the CH) the Curver can place his/her name on the item after it's been priced and tagged.

#### **Marketing Team:**

**Decision:** Due to rising construction costs, the remaining "F" unit - # 23 -- home's price will cost \$3,500 more after May 3<sup>rd</sup>, and \$8,000 more after May 17<sup>th</sup>, 2004. The price now is: \$191, 648.

**May 2<sup>nd</sup>, 2004**

#### **Finance Team:**

**Recommendation:** The COA (Condominium Owners Association) budget has been developed by Paul Barby and the FT. It includes projected monthly dues by unit type. Budget includes all water costs, portion of insurance (except for contents), long term maintenance issues, etc.

#### **Green Team:**

**Recommendation;** To respect the ethical and legal commitments that have been made, we recommend allocating the first monies available from profit share to the construction of a pool and a workshop.

**Recommendation:** Because getting approval on getting gravel sections in our parking lot is not feasible economically, politically or timely, we recommend that Stone Curves abandons the idea of part gravel parking lots and install all asphalt parking lots per the approved plans.

#### **Marketing Team:**

The hold policy has been discontinued effective today.

**May 16<sup>th</sup>,2004**

**Facilitation and Finance Teams:**

Proposal for self-management at Stone Curves that emerged from the 4/24 workshop.  
Accepted unanimously.

**Recommendation:** That all business of Limberstone, Inc. on behalf of Stone Curves L.L.C. is going to be handled by the Neighborhood Council of the Stone Curves Condominium Owner's Association a.k.a. the Stone Curves Neighborhood Council.

**Recommendation:** That the first meeting of the Stone Curves Neighborhood Council occur on June 20<sup>th</sup> from 4-5 p.m. with a community-wide meeting from 5-6 p.m. to which the Neighborhood Council shall report.

**Recommendation:** That there be no July 4<sup>th</sup> meeting. That the Stone Curves Neighborhood Council holds its second meeting on July 18<sup>th</sup>, from 5-6 p.m. The next community-wide meeting will be in three months.

**Recommendation:** That the Stone Curves Council begin its first Sunday of the month meeting on August 1<sup>st</sup>, 2004.

**Recommendation:** That each village decide who its representative and the alternative shall be by June 20<sup>th</sup> – however the village decides. Each Village is responsible.

**Recommendation:** that each Team decide who its representative and alternative shall be by June 20<sup>th</sup> – however the team decides. Each team is responsible.

**Recommendation:** that the Youth Council be formed to choose their representative and alternate.

**Recommendation:** That the local Project manager (James Hamilton) attend all the Neighborhood Council meetings until the close of the project.

**Recommendation:** That the quorum for a Neighborhood Council Meeting will be 6 (an increase from 5).

**Recommendation:** The youth representative will have a vote and count in the quorum.

Added recommendations as included above, accepted as written.

**Green Team:**

*Objective:* In order to have a logical sequence of landscaping that includes all the permaculture features Stone Curvers have discussed, embraced and consensed upon over the past two years, we need to come up with more funds to accomplish the tasks involved.

*Proposal:* To delay the construction of the pool, workshop, and the landscaping behind the common house and to use those funds designated in the LLC budget to accomplish the permaculture aspects in our landscaping.

*Along with the Proposal add the Recommendation;* To respect the ethical and legal commitments that have been made, we recommend allocating the first monies available from profit to accomplish a pool and a workshop. (If pool construction is delayed till off season it may cost less than originally projected.)

Proposal with added recommendations accepted as written.



**Recommendation:** In order to maximize gray-water usage from the common house laundry, we recommend installing a series of pipes and hoses to distribute the water to different locations. Much of this will take place during the construction phase; some will take place soon after move-in.

**Marketing Team:**

**Recommendation:** Current discount on B and C units. The first 3 buyers by June 15 to receive a \$3000 discount from the Marketing budget.

**Facilitation Team:**

A meeting was held earlier to review the new color proposal.

**Recommendation:** That the new proposed color palette be approved.

**June 6<sup>th</sup>, 2004**

**Green Team:**

**Objective:** To hold with our goals of perma-culture and low water consumption and given that we are buying our water in bulk and not individually metering its use or cost, that we agree to upgrade the minimum dishwasher selection in every unit to a low water use unit.

**Proposal:** To upgrade the minimum dishwasher in all 48 units to the Bosch dishwasher that uses 6 gallons of water per load at a cost of approximately \$210.00 each (or \$10,080 for the project). All upgrades will be in the Bosch line.

Default color will be white. Black can be selected at no additional cost. Bisque and stainless finishes will be upgrades which members can elect to pay for.

The monies for the basic upgrade (white or black) will be paid for in the short term out of Common Facilities Budget and repaid to this budget out of community profit share.

A one meeting fast track was approved.

Proposal as written was approved.

**CIT Team**

**Objective:** CIT has been asked to deal with continued unprecedented construction material price increases as it regards upstairs floor finish. The Finance/Marketing Team's perception at this time is that we should not raise unit prices on unsold units. CIT decided that we should change the standard floor finish material for the stairs and upstairs of the A, D, F & G units to a material that fits our original budget for this item.

**Decision:**

- 1) To change the finish floor material for the stairs and upper floor of the A, D, F & G units to carpeting. The selection to be the same as for the upper B & C units, including the "healthy choice" under pad. The bathrooms to remain the original vinyl floor material.
- 2) Those that wish to have the original flooring of finished OSB may do so as an upgrade option. The costs to Owners will be A = -\$241.00; D = +\$1,050.00; F & G = +\$892.00.
- 3) Those that wish to further upgrade their upper floors may do so with Carpet One.
- 4) Buildings one through four have only until June 12 to make their carpet or upgrade selections. If no selection or upgrade is made and recorded at Carpet One, then the carpet installed will be the gold mid range tone choice. Village five will have until June 30 to make their selections. Villages 4 & 3 will have until July 31.