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**MEADOW WOOD CONDOMINIUMS OWNERS' ASSOCIATION**

**Resolution of the Board of Directors  
Approval of Full Settlement of Construction Defect Litigation**

WHEREAS, the Meadow Wood Condominiums Owners' Association ("Association") initiated litigation against Meadow Wood Investors, LLC ("MWI"); Rick Wishcamper ("Wishcamper"); Progressive Exteriors, Inc. ("Progressive"); David Dobrin, dba David Dobrin Construction ("Dobrin"); Richard Campbell, dba Campbell Construction ("Campbell"); and Tom Malot Construction Co., Inc. ("Malot") for damages relating to or resulting from defective design, construction, repairs, renovation, inspection, and conversion of the Meadow Wood Condominiums ("Condominium") from apartments to condominium units, the condition of the common elements of the Condominium, and the pre-turnover operation, management, administration, and oversight of the Association;

WHEREAS, MWI, in turn, initiated litigation against Quality Roofing, abn of Jim Acord ("Quality") for damages claimed by the Association;

WHEREAS, Malot, in turn, initiated litigation against Ryerson & Co. ("Ryerson") for damages claimed by the Association;

WHEREAS, the litigation is commonly known as *Meadow Wood Condominiums Owners' Association v. Meadow Wood Investors, LLC et al., Jackson County Circuit Court Case No. 15CV23549* ("Litigation");

WHEREAS, the Board of Directors ("Board") of the Association previously accepted and approved the settlement offers of Campbell, Malot and Ryerson to settle all claims relating to or resulting from Campbell's, Malot's, and Ryerson's defective design, construction, repairs, renovation, inspection, and conversion of the Condominium from apartments to condominium units and the condition of the common elements of the Condominium;

WHEREAS, the Board previously agreed to accept the settlement offers of MWI, Wishcamper, Progressive, Dobrin, and Quality to settle all claims relating to or resulting from MWI's, Wishcamper's, Dobrin's, and Quality's defective design, construction, repairs, renovation, inspection, and conversion of the Condominium from apartments to condominium units, the condition of the common elements of the Condominium, and the pre-turnover operation, management, administration, and oversight of the Association;

WHEREAS, by offer of a full and complete settlement and release of claims by the Association relating to or resulting from MWI's and Wishcamper's defective design, construction, repairs, renovation, inspection, and conversion of the Condominium from apartments to condominium units, the condition of the common elements of the Condominium, and the pre-turnover operation, management, administration, and

oversight of the Association, MWI and Wishcamper have offered to pay the Association \$200,000.00;

WHEREAS, by offer of a full and complete settlement and release of claims by the Association relating to or resulting from Progressive's defective design, construction, repairs, renovation, inspection, and conversion of the Condominium from apartments to condominium units and the condition of the common elements of the Condominium, Progressive has offered to pay the Association \$585,000.00;

WHEREAS, by offer of a full and complete settlement and release of claims by the Association relating to or resulting from Dobrin's defective design, construction, repairs, renovation, inspection, and conversion of the Condominium from apartments to condominium units and the condition of the common elements of the Condominium, Dobrin has offered to pay the Association \$30,000.00;

WHEREAS, by offer of a full and complete settlement and release of claims by the Association relating to or resulting from Quality's defective design, construction, repairs, renovation, inspection, and conversion of the Condominium from apartments to condominium units and the condition of the common elements of the Condominium, Quality has offered to pay the Association \$10,000.00;

WHEREAS, the proposed settlements would result in the full settlement and release of all claims, judgments, and awards related to the Litigation against MWI, Wishcamper, Progressive, Dobrin, and Quality;

WHEREAS, the proposed settlements would require the Association to defend, indemnify, and hold harmless MWI, Wishcamper, Progressive, Dobrin, and Quality from any claims or demands from any other person or entity, including current and future unit owners or any tenant or other non-party to the Litigation; and

WHEREAS, the Board of Directors of the Association and the Association's attorneys of record, Vial Fotheringham LLP, have reviewed the Settlement Agreement ("Agreement"), which is attached hereto and incorporated by reference herein, the Association's attorneys have advised the Board that this is likely the best settlement offer the Association will receive with respect to MWI, Wishcamper, Progressive, Dobrin, and Quality, and the Association's attorneys recommend that the Association accept the offer.

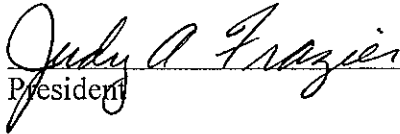
NOW THEREFORE, BE IT RESOLVED THAT the Board of Directors, on behalf of the Association, hereby:


- 1) Approves and accepts the settlement offers made by MWI, Wishcamper, Progressive, Dobrin, and Quality;
- 2) Appoints and authorizes the Association President to execute and sign all documents necessary to effectuate the settlement, including the attached Agreement; and

- 3) Authorizes the Association's attorney, Vial Fotheringham LLP to execute, on behalf of the Association, all documents and pleadings necessary to finalize the settlement with the Jackson County Circuit Court.

ADOPTED THIS 17 day of May, 2018.

ATTEST TO BY:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary