

**Minutes of Meeting of the Executive Board of
Somerset Estates Homeowners Association (SEHOA)
December 19, 2023
Mountain View Fire Station and via Zoom**

- 1. Call to Order and Quorum** - The meeting was called to order at 6:32 PM. Quorum met for Executive Board meeting with Scott Abrahamson (SA), Anthony Chirikos (AC), Paula Hemenway (PH), Steve Lehan (SL), and Tim Koller (TK) present.

Property Manager present – Al Orendorff (AO)

ACC member present – None

Homeowners present – Lisbeth Lehan, Danny Lindau, Herb McPherson

- 2. Approve Prior Meeting Minutes** – MOTION to approve minutes from the Meeting of the Executive Board on November 21, 2023 made by TK, seconded by AC, no further discussion, approved unanimously.
- 3. Action on Revised Collection Policy** – Revisions to the Collection Policy and Procedure adopted on December 20, 2022 were proposed to better align with the AppFolio account system used by Trio Property Management; in particular, to reduce the number of manual entries to homeowner account statements. The proposed revisions were published in What’s Up #90 on December 11, 2023 with a request for comments. None were received. MOTION to adopt the attached revised Collection Policy and Procedure made by AC, seconded by TK, no further discussion, approved unanimously.
- 4. Highway 52 Entrance Project** – Matt Fisher, landscape architect, presented a preliminary design to the committee on December 5. He recommended removing the two monuments at Hwy 52 and the two monuments on Longview Drive. While the committee sees some benefits to this proposal, it also sees additional costs and delays to obtain homeowner input on such a significant change. The committee met with some Board members on December 9 to discuss the idea. Lisbeth Lehan offered to be the contact person with Matt and to ask for another design that did not include removing the monuments. Lisbeth presented this second design at the meeting. General discussion and consensus to proceed with the second design. Committee and Board members to provide any input and questions to Lisbeth to communicate to Matt so he can refine the plan. Agreement to pay Studio FSLA the invoiced amount of \$2,500 for the master plan portion of the design project.
- 5. Treasurer’s Report** – Report for November 2023 attached. AO sent by certified mail, email, and posting on the front door Notices of Delinquency on December 11, 2023 for three accounts more than 90 days delinquent. On December 15, 2023, AC moved \$10,000 from reserves to checking account to cover current expenses.

- 6. Property Manager’s Report**

Irrigation: GTL has generated a usage report for the water this past season for both SEHOA and SHOA. GTL says the operations manual will be completed by the end of the year. The drawings are done, and GTL will generate the narrative in a pdf format.

Landscaping: Juniper removal on the west side of pond 2 and the cleanup between ponds 8 and 9 has been postponed to January. AO placed road markers where plows and cars drive over and damage turf areas. These will be removed in the spring and stored for use next year.

Trees: 3D Tree has completed all pruning, including lifting the blue spruces next to the street monuments.

Monuments: The sockets for the lights on a Daylily and Strawberry monument have been repaired. Several monuments need new photocells. GTL repaired the garland lights on the east side of Hwy 52 and the entry lights on the east side of Longview Dr. GTL will start painting the monument sign boxes if we get some warm days; otherwise, will wait until spring.

Ponds and Waterfall: AO still needs to ask Dub's to look at pond 2 to see if we can figure out where the leaks are and get a cost to patch. GTL is working on a bid to remove all vegetation from the main waterfall. AO asked for one or two Board members to look with him to decide how far to the sides this should go and whether we want to remove the rocks from the waterfall that can't be seen to make it easier to repair any leaks.

7. **Pond 1 Final Work:** SA has come to an agreement with SHOA to finalize work around pond 1 for a total remaining cost to SEHOA of \$4,442.25, less a credit for return of lumber previously purchased. SEHOA will reimburse SHOA as work is completed. AO to verify whether SEHOA's portion of the lumber credit went back to SEHOA.
8. **Pond 3/Waterfall renovation** – We have received a draft report from Engineering Analytics on the feasibility of repurposing the pond 3 area to a conveyance stream and to put a localized pump for the waterfall. The localized pump is included as an option in case we ever need to isolate the waterfall but is not being considered in the near-term. We expect the engineer to address a few questions and have a final report by year-end. The next step will be a master landscape plan that includes showing the elevation from the streets.
9. **Capital Projects Status:** No capital expenses were paid in November, so we remain at \$140,853 spent on capital projects. We anticipate an additional ~\$28,000 by year-end, somewhat less than we expected a month ago. This will put us about \$18,000 under budget; however, this is because some projects will be postponed until 2024, not because they were less expensive than budgeted. This assumes that GTL completes the operating manual in 2023.
10. **Architectural Control Committee (ACC) Update** – TK reported on his work with the ACC on processes and communications. He has a preliminary set of recommendations that he will finalize after discussing with Larry Becker. Larry has asked for clarification on the language on view corridors in the proposed revised Architectural and Landscaping Standards. PH will incorporate recommended language from Scott Osgood, attorney for SEHOA, and Board discussion at the October 17, 2023 meeting into a revised version to give to the ACC.
11. **Other Business** – None.
12. **Member Open Forum** – Herb McPherson asked for clarification on the pond 3 possible repurposing, including the volume it holds (about 0.5 AF), whether a stream will be attractive when dry and visible if set away from the streets (Somerset Dr and Primrose Ln), and whether the proposal has any effect on flooding in the event of a 100-year storm. All good questions to ask the engineer and/or landscape architect to address. Candice Hoenes commented that as new homeowners with new construction, they have found the ACC processes to be difficult and slow. She'd like to see changes that would make the neighborhood welcoming and inviting.

10. **Next meeting** – January 16, 2024, at 6:30 PM at Mountain View Fire Station.

11. **Adjourn** - The meeting adjourned at 9:00 PM.



Paula Hemenway, Secretary

December 27, 2023

Somerset Estates Homeowners Association - Treasurer's Report
Operating and Reserve Fund(s)
Liquidity and Summary Income Statement
November 2023

LIQUID ASSETS AND SHORT-TERM INVESTMENTS			
As of end of November, 2023			
	Operating Fund	Reserve Fund	Total
ASSETS			
Operating/Checking Account			
FirstBank	\$20,318	\$0	\$20,318
Investment/Reserve Account			
Liquid Assets Account	\$0	\$96,609	\$96,609
6-Month CD	\$0	\$81,510	\$81,510
12-Month CD	\$0	\$206,141	\$206,141
Total Reserve Accounts	\$0	\$384,261	\$384,261
TOTAL ASSETS	\$20,318	\$384,261	\$404,578

Expiry	Interest Rate	Reporting Freq
n.a.	Varies (0-2.5%)	Monthly
12/29/23	5.50%	Half Year
1/2/24	4.00%	Quarterly

Statement of Revenues, Expenses, and Changes in Reserve Balance						
	Month of November, 2023			YTD November, 2023		
	Operating Fund	Reserve Fund	Total	Operating Fund	Reserve Fund	Total
REVENUES						
HOA Dues	\$2,600	\$0	\$2,600	\$254,269	\$0	\$254,269
HOA Violations & Fines / Late Fees	\$0	\$0	\$0	\$120	\$0	\$120
Special Assessment	\$0	\$0	\$0	\$0	\$0	\$0
Transfer Fees	\$0	\$0	\$0	\$750	\$0	\$750
Miscellaneous Income (Pond 7 Surcharges)	\$0	\$0	\$0	\$0	\$0	\$0
Interest Income	\$0	\$42	\$42	\$0	\$9,205	\$9,205
TOTAL REVENUES	\$2,600	\$42	\$2,642	\$255,139	\$9,205	\$264,344
EXPENSES						
Administrative	\$1,727	\$0	\$1,727	\$32,304	\$0	\$32,304
Landscape Repair & Maintenance & Enhancement	\$4,438	\$0	\$4,438	\$73,759	\$0	\$73,759
Lights & Fence & Path & Pond Maintenance & Repair	\$419	\$0	\$419	\$13,498	\$0	\$13,498
Water & Utilities	\$2,629	\$0	\$2,629	\$16,981	\$0	\$16,981
Water System Infrastructure	\$0	\$0	\$0	\$0	\$0	\$0
Irrigation System (Major Repairs)	\$0	\$0	\$0	\$0	\$6,316	\$6,316
Pond Major Repairs (Liners, etc)	\$0	\$0	\$0	\$0	\$87,354	\$87,354
Water System Professional Fees	\$0	\$0	\$0	\$0	\$0	\$0
Hardscape	\$0	\$0	\$0	\$0	\$30,131	\$30,131
Softscape	\$0	\$0	\$0	\$0	\$17,052	\$17,052
TOTAL EXPENSES	\$9,213	\$0	\$9,213	\$136,541	\$140,853	\$277,394
EXCESS (DEFICIENCY) OF REVENUE OVER EXPENSES	(\$6,613)	\$42	(\$6,571)	\$118,598	(\$131,648)	(\$13,050)
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TRANSFER BETWEEN OPERATING FUND and RESERVE FUND	\$0	\$0	\$0	\$25,000	(\$25,000)	\$0

Somerset Estates Homeowners Association - Treasurer's Report

Total Funds

Income Statement

November 2023

	Month	Year-to-Date			Budget
	Actual	Actual	Budget	Better/ (Worse)	2023 (APPROVED)
REVENUE and EXPENSE SUMMARY					
REVENUE					
HOA Dues	\$2,600	\$254,269	\$262,550	(\$8,281)	\$262,550
HOA Violations, Fines and Late Fees	\$0	\$120	\$0	\$120	\$0
Transfer Fees	\$0	\$750	\$0	\$750	\$0
Interest Income	\$42	\$9,205	\$11,000	(\$1,795)	\$12,000
TOTAL REVENUES	\$2,642	\$264,344	\$273,550	(\$9,206)	\$274,550
EXPENSES					
Administrative	\$1,727	\$32,304	\$36,435	\$4,131	\$38,130
Capital Expenses	\$0	\$140,853	\$176,500	\$35,647	\$186,500
Landscape Repair & Maintenance & Enhancement	\$4,438	\$73,759	\$84,200	\$10,441	\$88,650
Lights & Fence & Path & Pond Maintenance	\$419	\$13,498	\$25,700	\$12,202	\$25,700
Water & Utilities	\$2,629	\$16,981	\$19,450	\$2,469	\$19,850
TOTAL EXPENSES	\$9,213	\$277,394	\$342,285	\$64,891	\$358,830
EXCESS (DEFICIENCY) OF REVENUE OVER EXPENSES	(\$6,571)	(\$13,050)	(\$68,735)	\$55,685	(\$84,280)
Outstanding Dues and Fines					
	<u>0 - 30 Days</u>	<u>30 - 60 Days</u>	<u>60 - 90 Days</u>	<u>Over 90 Days</u>	<u>Total</u>
Dollars	\$177	\$4,662	\$162	\$13,414	\$18,416
# of Lots	3	6	3	3	6

SOMERSET ESTATES HOMEOWNERS ASSOCIATION, INC.
COLLECTION POLICY AND PROCEDURE

Adopted December 19, 2023

The following policy has been adopted by Somerset Estates Homeowners Association, Inc. ("Association") pursuant to the Colorado Common Interest Ownership Act ("Act"), including C.R.S. 38-33.3-209.5, as amended, at a regular meeting of the Executive Board, and replaces in its entirety the previous policy. This policy contains provisions that may conflict with the terms of the Association's governing documents. The Act and this policy will control over any conflicting provisions in the governing documents.

Purpose: To establish a uniform and systematic procedure for collecting assessments and other charges of the Association, thus ensuring the financial wellbeing of the Association.

Collection Philosophy: All owners are obligated by the Consolidated, Amended and Restated Declaration for Somerset Estates ("Declaration") to pay all dues and assessments in a timely manner. Failure to do so jeopardizes the Association's ability to pay its bills. Failure of owners to pay assessments in a timely manner is also unfair to its other owners who do. Accordingly, the Association, acting through the Executive Board, must take steps to ensure timely payment of assessments.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following procedures and policies for the collection of assessments and other charges of the Association:

1. Due Dates. The annual assessment, as determined by the Association, shall be due and payable quarterly in equal installments due on the first (1st) day of January, April, July and October each year. Special assessments or other charges may be assessed or made from time to time by the Association in accordance with the Declaration and are due and payable as specified by the resolution authorizing such assessment or charge. Fines assessed according to the Association's Enforcement and Fines Policy are due on the date the fine is imposed. All assessments, fines, or other charges not paid to the Association when due shall be considered past due and delinquent.

2. Late Fees and Interest. The Association shall be entitled to impose a quarterly late fee of \$75.00 on any Owner who has outstanding assessments, fines, or other charges not paid within 75 days after the due date. Additionally, any assessment, fine, or other charge not paid within 30 days after the due date shall bear interest at the rate of 8% per annum, or at such lesser rate as may be set from time to time by the Executive Board. All such fees and interest shall be due and payable immediately, without notice, in the manner provided for payment of assessments. Notwithstanding the foregoing, the Association may set a grace balance below which such late fees and interest are not imposed.

3. Return Check Charges. If any check or other instrument payable to or for the benefit of the Association is not honored by the bank or is returned by the bank for any reason, including, but not limited to insufficient funds, the Owner is liable to the Association for an amount equal to the face amount of the check, draft, or money order and a return check charge of: (a) \$20.00; or (b) 20% of the face amount of the check, draft, or money order, but not less than \$20.00, if it has been assigned to a collection agency for collection; or (c) an amount equal to the actual charges incurred by the Association levied by the party returning the check, whichever is greater. If two or more of an Owner's checks are returned with any fiscal year, the Association may require that future payments, for a period of one year, be made by certified check or money order.

4. Lien. Under Colorado law and the terms of the Declaration, there is a lien for any unpaid assessment. If payment in full of any assessment or other charge is not received by the deadline stated in the Notice of Delinquency, the Association may cause a notice of lien to be filed against the property of the delinquent owner. The lien shall include assessments, fees, charges, late charges, attorneys' fees, collection costs, fines and interest owed by the delinquent owner. The Association may delegate authority to the Association's attorney to sign and acknowledge the notice of assessment lien. This delegation may be withdrawn at any time by sending written notice to the Association's attorney of the withdrawal.

5. Administrative Expenses. Collection costs imposed by the Association or its managing agent for delinquent accounts will be the obligation of the Owner and may be posted to the Owner's account. Examples include, but are not limited to, certified mailings and costs to physically post a notice or translate a notice to a language other than English.

6. Suspension of Rights. An Owner's voting rights may be suspended without notice if an assessment or other charge is delinquent as set forth in this policy.

7. Acceleration. Following written notice to the Owner, the Board may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment. Upon acceleration, the Owner loses the privilege of paying any and all assessments and charges in installments for the remainder of the fiscal year, unless privilege is otherwise reinstated in the Board's sole discretion.

8. Attorney's Fees and Collection Costs. The Association shall be entitled to recover its reasonable attorneys' fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent owner, together with post-judgment and appellate attorneys' fees and costs incurred.

9. Application of Payments. If an Owner makes a payment to the Association, the Association will apply such payment towards any of the Owner's outstanding and unpaid assessments, fines, fees, interest or other charges as follows: *first*, to any unpaid assessments; *second*, to any outstanding late fees; *third*, to any outstanding interest; *fourth*, to any outstanding fines, and *fifth*, to any other outstanding charges.

10. Monthly Statements. The Association will send monthly notices to each Owner with an outstanding balance including an itemized list of all assessments, fines, fees, and other charges that the Owner owes to the Association. The monthly statement will be sent by first-class mail to the Owner's registered address and by email if the Association has a current email address. If the account has been referred to a collection agency or to any attorney, the statement will also specify that the balance may not include all attorney's fees and costs that have been incurred as of the statement date but not yet invoiced to the Association and posted to the account. No fees or other charges will be assessed for providing statements required under this Section.

11. Notice of Delinquency. If an assessment, fine, or other charge owed to the Association becomes 90 days past due, and before the Association turns the delinquent account over to a collection agency or refers it to the Association's attorneys for legal action, the Association shall cause a Notice of Delinquency to be sent to the owner who is delinquent in payment. The Notice of Delinquency shall specify the following:

- A. The total amount due, with an accounting of how the amount was determined;
- B. Whether an opportunity to enter into a payment plan exists as provided in this policy, and the instructions for contacting the Association or its manager to enter into such a payment plan;
- C. The name and contact information for the person the Owner may contact to request a copy of the Owner's ledger in order to verify the amount owed;
- D. A statement that action is required to cure the delinquency, and that failure to do so within 30 days may result in the Owner's delinquent account being turned over to a collection agency, a lawsuit being filed against the Owner, the filing and foreclosure of a lien against the Owner's property, or other remedies under Colorado law;
- E. Whether the delinquency concerns unpaid assessments; unpaid fines, fees or charges; or both unpaid assessments and unpaid fines, fees, or charges; and if the notice of delinquency concerns unpaid assessments, the notice of delinquency must notify the Owner that the unpaid assessments may lead to foreclosure;
- F. The steps the Association must take before the Association may take legal action against the Owner, including a description of the Association's cure process; and the specific action required to cure the default; and

- G. A description of what legal action the Association may take against the Owner, including a description of the types of matters that the Association or Owner may take to small claims court, including injunctive matters for which the Association seeks an order requiring the Owner to comply with the Declaration, bylaws, covenants, or other governing documents of the Association.

12. Owner Contact and Delivery of Notice. Before the Association turns over a delinquent account of an Owner to a collection agency or refers it to an attorney for legal action, the Association will:

- A. Send a copy of the delinquency notice described in Paragraph 11 by certified mail, return receipt requested and physically post a copy of this delinquency notice at the Owner's Lot; and
- B. Contact the Owner by one or more of the following means:
 - i. First-class mail;
 - ii. Text message to a cellular number that the Association has on file that the Owner has provided to the Association; or
 - iii. Email to an email address that the Association has on file that the Owner has provided to the Association.
- C. Notices from the Association will be sent in English; provided, however, that the Owner may send written notice to the Association with an alternate language preference. The Association will attempt to provide an accurate translation of the original English version, but due to nuances in translating to a foreign language, slight differences may exist.
- D. An Owner may send written notice to the Association identifying another person to serve as a designated contact for the Owner for notices and correspondence. The Association will send the same written communications to the designated contact that it sends to the Owner. If the Owner wishes to change or cease the designated contact, the Owner must send the Association written notice.

13. Record of Notification. The Association will maintain a record of the contact(s) it has made with an Owner regarding a delinquency, including the type of communication used to contact the Owner and the date and time the contact was made. As this record relates to a particular Lot, it will not be deemed to be a record available to all Owners under Colorado law.

14. Payment Plans.

- A. Before the Association turns over a delinquent account of an Owner to a collection agency or refers it to an attorney for legal action, it will make a good faith effort to coordinate with the Owner to set up a payment plan. An Owner may enter into a payment plan to pay off a deficiency in equal installments over a minimum period of 18 months or such other longer period as authorized by the Board.
- B. If the Owner fails to comply with the terms of the payment plan (fails to remit payment of three or more agreed-upon installments within 15 days after the monthly installments are due), the Association may pursue legal action subject to the notice requirements above.
- C. The Association is not obligated to negotiate a payment plan with:
 - i. An Owner who has previously entered into a payment plan pursuant to this policy, or
 - ii. An Owner who does not occupy the Lot and acquired the Lot because of a default of security interest encumbering the Lot or a foreclosure of the Association's lien.
- D. Before the Association initiates a foreclosure proceeding based on the Owner's unpaid assessments, it will provide the Owner with a written offer to enter into a payment plan over a period of at least 18 months. Under the payment plan, the Owner may choose the amount to be paid each month so long as each payment must be in an amount of at least \$25.00. The Owner may elect to pay the remaining balance under the repayment plan at any time during the duration of the repayment plan.
- E. All payment plans involving accounts referred to an attorney for collection will be set and monitored through the attorney in consultation with the President of the Board or other person designated by the Board.

15. Board Action to Refer Delinquent Account. Before a delinquent account is referred to a collection agency or an attorney, a majority of the Board must vote to refer the matter by recorded vote conducted in an executive session.

16. Referral of Delinquent Accounts to Attorneys or a Collection Agency. After an account has been referred to the Association's attorney and/or to a collection agency (either individual or agency referred to herein as the "Collection Agent"), the account remains with the Collection Agent until it is settled, has a zero balance, or is otherwise resolved. Once accounts are turned over to the Collection Agent, Owners will make payments to the Association at the Collection Agent's address unless otherwise agreed. The Collection Agent is authorized to take whatever action is necessary, in consultation with the President of the Board or other person designated by the Board, believed to be in the Association's best interest. After a delinquent account has been referred to the Collection Agent, all communication with the delinquent Owner will be handled through the Collection Agent unless otherwise agreed. Neither the property manager, if any, nor any member of the Board may discuss the collection of the account directly with an Owner after it has been turned over to the Collection Agent unless the Collection Agent is present or has consented to the contact. At the direction of the Association, the Collection Agent may take the following actions on behalf of the Association:

- A. Notice of Lien. If not already recorded, a notice of lien may be recorded against the delinquent Owner's property to provide record notice of the Association's claim against the property.
- B. Filing Lawsuit. The Association may file a lawsuit against the delinquent Owner seeking a money judgment. If a personal judgment is entered against the delinquent Owner, the Association may pursue remedies such as garnishing the Owner's wages or bank account to collect judgment amounts.
- C. Judicial Foreclosure. The Association may foreclose on its lien in lieu of or in addition to suing an Owner for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situation where either a money judgment lawsuit has been or is likely to be unsuccessful or in other circumstances that may favor such action. If the Association forecloses on its lien, the Owner will lose the Owner's Lot, having the same effect as if a first mortgagee institutes a foreclosure action against the property (although the procedure is different).

Additionally, the Association will not pursue foreclosure against an Owner solely based on fines owed to the Association and/or collection costs or attorney's fees the Association incurred that are only association with such fines. Prior to filing a foreclosure action, the Board will resolve by a recorded vote in an executive session to authorize the filing of the foreclosure action against the particular Lot against which the foreclosure action will be filed.

Should the Association pursue foreclosure of its assessment lien, no member of the Association's Executive Board, the Association's Manager, or any of the Manager's employees, or the Association's legal representative or any member of said law firm, or any family member of any of the preceding, shall be permitted to purchase a foreclosed home.

- D. Receivership. The Association may seek appointment of a receiver. A receiver is a disinterested person, appointed by the court, who manages rental of the Owner's property and collects the rents according to the court's order. The purpose of a receivership for the Association is to obtain payment of current assessments, reduce past-due assessments, and prevent deterioration of the property.
- E. Bankruptcy Filings. The Association may file necessary claims, documents, and motions in Bankruptcy Court to protect the Association's claim.

17. Certificate of Status of Assessment/Estoppel Letter. The Association will furnish to an Owner, or such Owner's designee, upon written request delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the Association's registered agent, a written statement setting forth the amount of unpaid assessments currently levied against the Owner's Lot. The statement will be delivered within 14 calendar days after receipt of the request personally or by certified mail, first-class postage prepaid, return receipt requested. If the Owner's account has been turned over to the Association's attorney, the statement will include any attorney's fees incurred in providing the statement.

- 18. Bankruptcies and Public Trustee Foreclosures. Upon receipt of any bankruptcy notice or a foreclosure

notice by any holder of an encumbrance against any Lot within the Association, the Association may advise the Association's attorney of the same and turn the account over to the Association's attorney.

19. Enforcement. Either the Association or an Owner seeking to enforce this Policy, or any rights and responsibilities under the Declaration or this Policy or other governing documents related to disputes arising out of assessments, fines or fees owed to the Association and for which the amount does not exceed \$7,500.00, exclusive of interest and costs, may file a claim in Small Claims Court for such enforcement, including injunctive relief.

20. Waivers. The Association may modify these procedures as the Association determines appropriate under the particular circumstances. Any accommodation may be documents in the Association's files. Failure to require strict compliance with this policy is not deemed a waiver of the Association's right to require strict compliance and will not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney's fees, and/or costs as describe and imposed by this policy.

21. Severability. If a provision of this policy is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provisions of this policy.

Somerset Estates Homeowners Association, Inc.

By: _____
Scott Abrahamson, President

This Collection Policy and Procedure was adopted by the Executive Board on the 19th day of December, 2023, effective immediately, and is attested to by the Secretary of the Somerset Estates Homeowners Association, Inc.

By: _____
Paula Hemenway, Secretary