

Terlingua man wins battle over \$21 fee

A Brewster County small claims court jury awarded victory to Charles Bradford, a Terlingua Ranch property owner, in an action against the Terlingua Ranch Property Owners Association June 16 in Alpine. The TRPOA will appeal the decision.

Bradford sued POA to reverse a \$21 maintenance fee increase levied in January, 1986, claiming the increase was illegal.

Bradford told the jury that although the amount seemed small, there are more than 4600 property owners in the desert country adjoining the Rio Grande between Big Bend National park and the Lajitas Resort bordering the old town of Terlingua.

Precinct One Justice of the Peace Chet Wilson presided over the court session which was argued before a jury of six. Bradford acted as his own attorney, as did Mike North, president of TRPOA.

Bradford challenged the actions of the past POA boards and officers saying they violated association by laws and Texas law. The jury verdict arrived at unanimously after about 10 minutes deliberation, awarded him \$21 plus 10 percent accrued interest plus court costs.

Bradford produced documentation from public documents and files of the POA. North's wife, Delilah, the teller in that election, testified to having had access to the ballots for months prior to the election meeting.

North said the property

owners group disagreed that any laws were broken, and will appeal the verdict to a higher court.

"I wasn't on the board at that time, but the current board and our attorney have decided to appeal this," North said. "I don't think the decision does anything but give Mr. Bradford \$21. It doesn't mean all 4600 property owners will be getting money back or that the decision to raise the fee was unlawful."

Bradford presented evidence and testimony that none of the four requirements necessary for the amending of the document which sets the amount of the maintenance fee had been complied with.

He contended the election meeting was not legally called, no attempt to verify quorum was made, property owners who were not entitled to vote were allowed to vote, and the filed instrument containing the amendment was not a sworn instrument.

The Alpine Avalanche is published weekly. On the following page two letters to the editor are reprinted that were written and published the week after, and in response to, the above article.

Editor, the Alpine Avalanche:

I could not believe my eyes when I read your quote by Mike North saying "current board" decided to appeal the recent court decision concerning the POATRI. They've done it again! The North Gang (as they sometimes call themselves) rules and calls it a board decision.

I am a director on that board and not only did we not have a board meeting June 16, the day of the judgment, I knew nothing about the decision to appeal until I read it in your article. I was never notified of any meeting special or otherwise.

I'm not faulting your writing that quote. It would be logical to assume that a licensed realtor and president of the POATRI would not say a misleading thing like that, but I assure you it is not accurate. By the way, did you know Mike North was the ranch manager when the illegal maintenance fee increased election took place? And his wife was the clerk who counted the ballots. Also Jack North wife's father was on the board? It amused me when North said "the property owners group disagreed that any laws were broken . . ." not only because a jury of six was convinced otherwise but guess who the "group" is.

Sincerely yours,
Snake Smith, Terlingua

Editor, the Alpine Avalanche:

POATRI Board members (directors) need to subscribe to *The Avalanche* so they know what their own board decisions are.

I am a director of that board and had no idea "we" made the decision to appeal the court's judgment of June 16.

You might be interested in a quote I received in a letter from Mike North today, written to the POA directors.

He says, "I will continue to speak in behalf of the board . . ." I question whether he has the right to speak on behalf of the board on such issues as involve spending property owner's money to defend the actions of previous board members.

If the board met to make this decision, I was not notified, therefore it could not have been a legal meeting, or legally conducted business. What does Mr. North mean by "the current board and our attorney decided?"

Thank you.

POATRI Director Carolyn Ohl, Terlingua