

The undersigned KICA Board members are submitting this dissent pursuant to Article III, Section 12 of the KICA Bylaws.

At the KICA Board Meeting on Monday, November 7, the Board voted, 4 to 3, to allow Jerry McGee to **extend his elected three-year term to an additional year**. Our vote against such an appointment is not intended to be derogatory of Mr. McGee's service on the Board or as Chair. Mr. McGee claims that he is entitled to this additional year based on his interpretation of the KICA By-Laws that if a Board member is elected Chair in the last year of his elected three-year term, the Chair automatically gets a one-year extension. We disagree as set forth below.

First, we consider this "additional" year is an appointment that is not allowed under the KICA Covenants. The Covenants supersede the By-Laws. **Mr. McGee was elected to a three-year term, not a four-year term**. Any "appointments" to the KICA Board were effectively ruled out by the Special Master's decision on the improper appointment of two Board members in 2021. That decision held that all Board members must be elected, notwithstanding any provision in the By-Laws to the contrary. We believe that any extension granted to Mr. McGee is an "appointment" by the Board which is precluded by the Court's decision. When Mr. McGee was elected to the Board in 2020, it was for a three-year term beginning March 13, 2020 and ending in March 2023.

Second, a condition to Mr. McGee's election by the Board to be Chairman was that he would only serve for one year. Mr. McGee willingly accepted this condition and actually professed that he did not want to serve for more than one year. He would not have been elected Chair if, at that time, he had informed us that he wanted the "extra year". Mr. McGee reiterated his commitment to us several times that he would only serve one year as Chair. At the October 12, 2022 lunch before the Board meeting, Mr. McGee heatedly and explicitly denied he made those promises to us and expressed his intent to hold over for another year citing a KICA By-Law which we believe conflicts with the requirement in the KICA Covenants that all Board members (except for the Developer-appointed Board member) "shall be elected by the Members of the Association" see Covenants, Article III, Section 4(b) and a provision of the By-Laws which limits his term to three years. His promise to limit his term as Chair to one year was an important reason we voted for him because we believe it would avoid yet another legal dispute, which is now a likely probability.

Again, we do not believe this is legal based on the Covenants and the unambiguous decision of the Court in last year's lawsuit against KICA for appointing two Board members. We wish to go through the remainder of this year and 2023 and beyond without the very serious and unnecessary potential litigation that will bring us back to the unfortunate experience of 2020-2021.

Mr. McGee should abide by the promise he made as well as consider not exposing KICA to another lawsuit. We hope he reconsiders so we can have a proper election for two open Board positions and avoid yet again another legal dispute.

Alex Fernandez, KICA Treasurer and Board Member

David DeStefano, KICA Board Member