Neal J. Valorz

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nvalorz@hindmansanchez.com
www.hindmansanchez.com

via USPS certified mail, return receipt requested 7011 2970 0001 8850 8700

Loura K. Sanchez

Colorado attorney # 21,050 HindmanSanchez P.C. 5610 Ward Road, Suite 300 Arvada, Colorado 80002 303-432-9999

lsanchez@hindmansanchez.com
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Ms. Sanchez is the registered agent of HindmanSanchez, Colorado corporate I.D. # 19,871,695,588
HindmanSanchez is the registered agent of Madison Hill
H.O.A. Inc., Colorado corporate I.D. # 19,871,259,221
via USPS certified mail, return receipt requested
7011 2970 0001 8850 8717

Randy Schneider

5731 W 92 AVE #108 Westminster, Colorado 80031 goonarpajamas@comcast.net President Madison Hill H.O.A. Inc.

Colorado H.O.A. # 25,559 via USPS certified mail, return receipt requested 7011 2970 0001 8850 8656

Lannie Hagan

6206 W 98 Drive Westminster, Colorado 80021

Vice-President Madison Hill H.O.A. Inc. Colorado H.O.A. # 25,559 via USPS certified mail, return

via USPS certified mail, return receipt requested 7011 2970 0001 8850 8663

William D. Worrell a.k.a Dan Worrell

3471 Fairways Drive Mead, Colorado 80542 team_worrell@yahoo.com Secretary / Treasurer Madison Hill H.O.A. Inc. Colorado H.O.A. # 25,559

via USPS certified mail, return receipt requested 7011 2970 0001 8850 8670

Keith Carmen

6859 W 95 AVE Westminster, Colorado 80021

Board Member-at-Large Madison Hill H.O.A. Inc. Colorado H.O.A. # 25,559 via USPS certified mail, return receipt requested 7011 2970 0001 8850 8687

Christine Kehres a.k.a. Kris Kehres

5711 W 92 AVE #7 Westminster, Colorado 80031

Board Member-at-Large Madison Hill H.O.A. Inc. Colorado H.O.A. # 25,559

via USPS certified mail, return receipt requested 7011 2970 0001 8850 8694

Dan Hastings

L.C.M. Property Management Inc. 1776 S. Jackson Street, Suite 530 Denver, Colorado 80210 303-221-1117 dhastings@lcmpm.com

www.lcmpropertymanagement.com via USPS certified mail.return receipt requested

7011 2970 0001 8850 8731

Michael D. Weiss

Owner

L.C.M. Property Management Inc. 1776 S. Jackson Street, Suite 530 Denver, Colorado 80210 303-221-1117 x 101 mweiss@lcmpm.com www.lcmpropertymanagement.com

via USPS certified mail, return receipt requested 7011 2970 0001 8850 8724

Gary Kujawski

H.O.A. Information Officer
Colorado Department of Regulatory Agencies (D.O.R.A.)
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Denver, Colorado 80202
303-894-2355
gary.kujawski@state.co.us
www.dora.state.co.us

via USPS certified mail, return receipt requested 7011 2970 0001 8848 1089

Mr. Valorz,

This is in response to your letter dated May 12, 2014 (postmarked May 14, 2014), "**Delinquent Association Dues / Madison Hill Homeowners Association Inc.**", your file # 6189.0188, demanding payment of \$ **2,065.23**, placing a lien on my property for "Indebtedness of Association" for "\$1,435.10 through March 11, 2014", and threatening to sue me for "delinquent association dues". **See pages 32 – 34**.

I *have* been paying my assessments, a.k.a. "H.O.A. dues", in full, every month, but your client has refused to accept my payments. This will be ridiculously easy for me to prove in court because

- the checks to pay my H.O.A. dues are generated on-line via my bank's web site. My bank
 deducts the funds from my account, then prints and mails the physical checks to your
 client. My bank has records of *every* payment I have made to your client, including all of
 the payments that your client has refused to accept and continues to refuse to accept,
 and
- your client has stated, in writing, their intention to refuse acceptance of my payments.

This alleged "delinquency" is not a result of my actions, but the actions of your client. Pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692g, I am disputing this claim, and requesting that you

- explain the nature of the alleged debt that is, what the money I allegedly owe is for
- provide me an accounting explaining how your client calculated that I owe \$2,065.23
- provide me with copies of any contracts and documents which form a basis for the alleged debt, including any fee agreement(s) between your law firm and your client, and invoice(s) from your law firm to your client to validate that the law firm is not working on a contingency basis.
- provide me with the name and address of the original creditor

Furthermore, all communication with me regarding this matter must be in writing. E-mail is acceptable.

• • • • •

Refusal to accept payment is a common practice in the H.O.A. industry, used to create billable hours for the attorneys. On the December 07, 2013 episode of "On The Commons", www.onthecommons.net , Arizona attorney Roger Wood and program host Shu Bartholomew talked about this (see next page):

ROGER [45:20]: "I just can't believe that it happens so regularly . . . I actually had a home owners association send back a \$4,000 check because it was short \$130."

SHU [45:43]: "I was going to ask you about that. I hear about that all the time. People actually send in money, and the H.O.A. refuses to accept it. They add late fees, they add interest, they add legal fees, they add all kinds of things . . . You give me a payment, and I say 'I won't take it, and I'm going to sue you'." [46:20]

ROGER [47:40]: "I think sometimes it's the lawyers and the management companies that don't even tell the board of directors, 'Oh by the way, the Joneses they really wanted to write a check, but we told them no'. I think most boards would, I would hope, most board would jump all over their lawyer and managing agent and say 'Are you kidding me? You told them we didn't want money?' **Boards are constantly worried about budgets and constantly worried about delinquencies.** The idea that someone *turned down* money would seem ridiculous, I think, to most boards." [48:10]

As you are aware, your law firm, HindmanSanchez P.C., a Colorado for-profit corporation, is in the business of obtaining and selling H.O.A. liens to third-parties. According to the hindmansanchez.com web page "Collections/Foreclosures. Collecting Money. It's a Dirty Job, but Somebody's Got to Do It" (document # 1082754.html)

. . .

Our goal is to move assessments to the top of the priority list; to impress upon owners that paying assessments is critical to keeping their home.

. .

We have developed successful alternatives when traditional collection methods fail, including the use of foreclosures and receiverships. By taking a proactive, aggressive approach, your association can recover the assessments owed in a quick and timely manner.

. . .

HOALiensFor Sale

Colorado currently holds the dubious honor of leading the nation in lender (or "public trustee") foreclosures. HOALiensFor Sale is a service we offer which will benefit your association and its bottom line.

Click here [www.hoaliensforsale.com] to view a listing of association liens that are for sale.

According to Evan McKenzie, a former H.O.A. attorney, author of *Privatopia* (1994), Beyond *Privatopia* (2011), and privatopia.blogspot.com ,

McKenzie says foreclosures by homeowners associations are happening all across the country. "What's really driving this is the dynamics of these collection lawyers who are just out to generate fees and to sell these houses off as fast as they can."

- "Do Homeowners Associations Go Too Far?" 20/20. April 20, 2002

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In addition to their usual motive – to create fees for your law firm – your client is also attempting to cover up crimes and acts of fraud committed by the board of directors of the Madison Hill H.O.A. corporation, their business manager, and their attorneys. Specifically:

allegation # 01: From September 2009 to March 2011, the board of directors of the Madison Hill H.O.A. corporation stole \$4,859.71 from me. They did so by illegally diverting my H.O.A. dues payments *every month* to pay for illegal late fees and illegal attorney fees using an accounting method explicitly prohibited by a judge's Court Order (Jefferson County Colorado Judge Tammy Greene on October 07, 2009). These funds were "returned" by me by properly balancing my account on March 15, 2011. Per Colorado case law, the return of stolen property does not exonerate them of their repeated acts of theft.

"The fact that the defendant eventually returned the proceeds of a check that had been diverted without authorization is not a defense to a theft charge."

- People v. Pedrie, 727 P.2d 859 (Colo. 1986)

"The return of property is not a defense."

- People v. Burke, 37 Colo. App. 289, 549 P.2d 419 (1976)

"The fact that a thief may recant and elect to return to the owner the fruits of his larcenous conduct does not purge him of guilt or serve as a defense to prosecution."

- Kelley v. People, 166 Colo. 322, 443 P.2d 734 (1968)

"If a permanent deprivation of property were necessary before a conviction could be sustained, every time stolen property was recovered and returned to its true owner the thief would have to be acquitted; such a rule would be inane."

- Hucal v. People, 176 Colo. 529, 493 P.2d 23 (1971)

The details of the theft of my H.O.A. payments by crooked accounting is explained in in my book, *Madison Hill H.O.A.* (v 0.9.9, October 2013), which is enclosed with this letter. The book will be available for free as a PDF file on the web site www.madisonhillhoa.com

allegation # 02: The board of directors of Madison Hill H.O.A. Inc. engaged in repeated efforts to extort money from me, which they later admitted I did not owe. They did so on

- March 05, 2010 for \$1,821.73
- April 06, 2010 for \$2,076.73
- April 20, 2010 for \$ 480.00
- July 13, 2010 for \$ 540.00
- August 06, 2010 for \$ 724.01

[lawsuit filed against HindmanSanchez P.C. on Aug. 25, 2010]

by threatening to sue me if I did not pay them the amounts demanded. On August 23, 2011, their business manager and collections attorneys testified that if I *had* paid any of the above amounts, which I did not owe, the Madison Hill H.O.A. corporation – your client – would have simply kept the money. This is all explained in Chapter 07 of my book.

allegation # **03**: On August 26, 2009, Jonah Galen Hunt, *Esquire*, Colorado attorney registration # 34,379, an Officer of the Court, and partner at the law firm HindmanSanchez P.C., fabricated a fraudulent accounting ledger, with the intent to introduce it as evidence in a civil trial, for the purpose of affecting the outcome of that trial.

allegation # 04: On August 28, 2009, Jonah Galen Hunt and his witness, Michael D. Weiss (the owner of L.C.M. Property Management, Inc.), conspired to lie under oath in a court of law, for the purpose of affecting the outcome of a civil trial.

allegation # **05** : On August 31, 2009, Jonah Galen Hunt knowingly presented fraudulent evidence in a civil trial, for the purpose of affecting the outcome of that trial.

<u>allegation # 06</u>: On August 31, 2009, Jonah Galen Hunt knowingly lied under oath in a court of law, for the purpose of affecting the outcome of a civil trial.

<u>allegation # 07</u>: On August 31, 2009, Michael D. Weiss lied under oath in a court of law, for the purpose of affecting the outcome of a civil trial. As the business manager responsible for maintaining account ledgers for the Madison Hill H.O.A. corporation, Mr. Weiss knew he was lying. Michael Weiss committed perjury.

allegation # 08: On September 09, 2009, Jonah Galen Hunt submitted a fraudulent "Motion for Attorney Fees and Costs" and a fraudulent "Affidavit of Attorney Fees and Bill of Costs". In the Motion and Affidavit, he inflated the costs incurred by his client by at least \$766.25, and up to \$7,992.10 (if the law firm HindmanSanchez P.C. was working on a contingency basis). Since the Affidavit was sworn under oath, Jonah Hunt, acting as an Officer of the Court, committed perjury.

allegation # 09: On October 02, 2009, Jonah Galen Hunt submitted another fraudulent "Motion for Attorney Fees and Costs", again inflating the costs incurred by his client by \$766.26 to \$7,992.10.

Regarding allegations # 03 through # 09, Jonah Galen Hunt, *Esquire*, Colorado attorney # 34,379, sued me for libel in February 2012. I admitted to publishing the statements in question, and submitted approximately 200 pages of documents as evidence to support my claims. Four weeks after he filed his libel lawsuit against me, Jonah Hunt, *Esquire*, Colorado attorney # 34,379, dropped his libel lawsuit against me. Read into that what you will.

allegation # 10: On October 22, 2009, Michael D. Weiss, the owner of L.C.M. Property Management Inc., embezzled \$421.56 from the Madison Hill H.O.A. corporation.

allegation # 11: On November 22, 2009, Michael D. Weiss, the owner of L.C.M. Property Management Inc., embezzled \$103.46 from the Madison Hill H.O.A. corporation.

The basis for allegations # 10 and # 11 are the following items which appear in the ledger of my account with Madison Hill H.O.A. Inc.

DATE	REF	DESCRIPTION	AMOUNT
11/01/09	102209	REIMBURSED LEGAL	\$ 421.56
12/01/09	112209	REIMBURSED LEGAL	\$ 103.46

which *nobody* has been able to provide *any* explanation for. An alternate explanation for these fees is that the law firm HindmanSanchez P.C. submitted invoices to the Madison Hill H.O.A. corporation for attorney fees explicitly prohibited by a judge's Court Order, with the knowledge that those fees would unlawfully be billed to my account. However, (1) HindmanSanchez P.C. has denied knowledge of these fees, (2) Jefferson County Colorado Judge Lily Oeffler (Colorado attorney # 22,789) found the attorneys' denial credible, (3) on August 23, 2011, Randy Schneider – the president of Madison Hill H.O.A. Inc. – testified that the H.O.A. corporation's board was "very happy" with HindmanSanchez's work, and (4) Michael Weiss has been unable to account for these fees which appear in the ledger of my account.

These charges are not simply harmless accounting artifacts. Per the "priority of payments" accounting scam policy, my H.O.A. dues payments were illegally diverted to pay for these fees. And then I was repeatedly threatened with litigation, because my account was declared to be "delinquent" as a result of my H.O.A. dues being diverted to pay for these fraudulent charges.

For over four years, I have been requesting copies of (1) the invoices for the above attorney fees, and (2) checks to prove that those fees were actually paid by Madison Hill H.O.A. Inc. to their attorneys. Since those documents do not exist, and the law firm has no knowledge of these fees, the best available evidence is that Michael D. Weiss billed his client, the Madison Hill H.O.A. corporation, for work not done in order embezzle funds. If another explanation exists, nobody involved has been able or willing to provide one.

It should be trivial for Michael Weiss to disprove my allegations of embezzlement, simply by producing the invoices and checks for the alleged fees in question. For the past your years, he has been unable or unwilling to do so.

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Allegations of embezzlement by H.O.A. management companies are not unfounded nor unprecedented. Prior to 2007, the management company for the Madison Hill H.O.A. corporation was Homestead Management. At a general meeting **on June 17, 2009, the board of directors of the Madison Hill H.O.A. corporation told the homeowners present that**

Our [Madison Hill H.O.A. Inc.'s] attorney was their [Homestead Management's] attorney. We would have had to hire outside legal representation to fight the guy who knew the most about our problem...

They [Homestead] were good in their operation. And the Board prior to this Board weren't watching the money. If they were watching the money, they were watching it go somewhere. They were letting it go. If we go to find the records, they're not there. The company we're talking about [Homestead] were charged with keeping the records. They're not going to keep records that burn their fences...

The old Board, they had given them the privilege of keeping our records, throwing our records away, and doing what they wanted with them. My personal opinion is they [Homestead] robbed us blind, but I can't prove it.

Since 2007, when L.C.M. Property Management Inc. was hired, no controls have been put in place to prevent whatever financial fraud occurred before. The only difference is that this time, the Madison Hill H.O.A. corporation is not being robbed *blind*. The H.O.A. corporation's board of directors are well aware of what is going on, and are very complicit in covering it up. The current board of directors of the Madison Hill H.O.A. corporation have been deliberately failing to perform their fiduciary obligations, both to the corporation and its involuntary members.

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Retired 9News (KUSA-TV, Denver) investigative reporter Ward Lucas has documented numerous cases of embezzlement from H.O.A. corporations, both in his book *Neighbors At War* (2012) and on his blog neighborsatwar.com. The Community Associations Network has also compiled an (ever-growing) list of H.O.A. fraud and embezzlement stories at communityassociations.net/xmlarticles/fraud embezzlement.html

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According to Bill Raphan, who "spent 5 years working with the Economic Crimes unit of the Florida Department of Law Enforcement in their Condominium Anti Fraud program", some of the most common fraudulent activities found in H.O.A. corporations are

- Kickbacks Vendors paying off board members "under the table", including over inflating contracts and "kicking back" the difference
- Schemes concerning credit cards
- Altering or falsifying financial records
- Forged signatures
- Paying for work not done
- Paying nonexistent employees
- Submitting false expense vouchers

As the owner of L.C.M. Property Management Inc., Michael Weiss is in a perfect position to bill the Madison Hill H.O.A. corporation for work that was never done by the H.O.A. corporation's attorneys, and to do so without the attorneys' knowledge.

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The *Denver Post* has reported that

Embezzlement has been a recurring problem at HOAs, which collect and spend monthly assessments from homeowners. State law doesn't prevent felons from working as HOA managers.

In 2010, Stacey Lynn Chevarria received a 10-year prison sentence after embezzling more than \$720,000 over a three-year period from 17 HOAs run by Vista Management Associates in Westminster.

Then there's Tamara Jane Chmelka, who pleaded guilty to felony theft charges in 2010 related to the embezzlement of \$308,000 from the Portico HOA in Cherry Creek over a five- year period.

- Aldo Svaldi. "Horror Stories Prompt Industry Group To Ask Colorado To Regulate HOA Managers". *Denver Post.* February 13, 2012.

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As I explained in "An Open Letter To The Board Of Directors of Madison Hill H.O.A. Inc." (pp. vii - xi), I will mail my H.O.A. dues payments to the Treasurer of the Madison Hill H.O.A. corporation, instead of the business office at L.C.M. Property Management Inc., until I receive all of the answers and documents and records I have been requesting for over 4 years. This is not negotiable. I want the following:

- an explanation for each and every one of the attorney fees and late fees billed to my account since September 01, 2009. See table on page 10 for the attorney fees billed to my account in 2008, 2009, and 2010.
- **copies of the fee agreement(s) with the H.O.A.'s attorneys**, related to the H.O.A.'s collection and litigation actions against me in 2008-2009, 2010-2011, and for 2014. Without these, it is reasonable to allege that the law firm HindmanSanchez P.C. was (and still is) working on a contingency basis for Madison Hill H.O.A. Inc., which would have been illegal, evidence of a conspiracy to commit fraud, and a violation of the H.O.A. corporation's own policies.
- **copies of all the invoices from the H.O.A.'s attorneys**, for the \$7,975.85 in attorney fees billed to my account in 2008, 2009, 2010, plus whatever additional attorney fees have been billed to my account in 2014. Without these, it is reasonable to allege that the law firm HindmanSanchez P.C. was (and still is) working on a contingency basis for Madison Hill H.O.A. Inc., which would have been illegal, evidence of a conspiracy to commit fraud, and a violation of the H.O.A. corporation's own policies.
- **copies of the checks** or other proof-of-payment for the \$7,975.85 in attorney fees billed to my account in 2008, 2009, 2010, plus whatever additional attorney fees have been billed to my account in 2014. Without these, it is reasonable to allege that the law firm HindmanSanchez P.C. was (and still is) working on a contingency basis for Madison Hill H.O.A. Inc., which would have been illegal, evidence of a conspiracy to commit fraud, and a violation of the H.O.A. corporation's own policies.

DATE	REF	AMOUNT	TOTAL	
09/09/08	COLL	\$ 95.00	\$ 95.00	
11/21/08	092308	\$ 95.00	\$ 190.00	
12/21/08	112208	\$ 471.00	\$ 661.00	
01/21/09	122108	\$ 163.35	\$ 824.35	
02/21/09	012209	\$ 120.00	\$ 947.35	
05/01/09	042309	\$ 40.00	\$ 987.35	
06/01/09	052509	\$ 600.00	\$ 1,587.35	
07/01/09	062209	\$ 280.00	\$ 1,867.35	
09/01/09	082409	\$ 80.00	\$ 1,947.35	
10/01/09	092309	\$ 5,278.50	\$ 7,225.85	On Sept. 09 2009 and Oct. 02 2009, Jonah Galen Hunt, <i>Esquire</i> , Colorado attorney # 34,379, HindmanSanchez P.C., claimed that his client, Madison Hill H.O.A. Inc., had incurred \$ 7,992.10 in attorney fees and costs against me. **Madison Hill H.O.A. Inc. v Robert Racansky** Jefferson County Colorado Court case # 2008 C 62579 The H.O.A. corporation's own records show that \$ 7,225.85 in attorney fees and costs were incurred. Their attorney inflated the costs by at least \$ 766.25. It is also possible that the law firm HindmanSanchez P.C. was working on a contingency basis, and that Madison Hill H.O.A. Inc. actually incurred \$0.00 in attorney fees and costs. In either case, since the Affidavit for Attorney Fees and Costs is a sworn statement, Jonah Galen Hunt, Officer of the Court, committed perjury.
11/01/09	102209	\$ 421.56	\$ 7,647.41	The law firm HindmanSanchez P.C. has denied knowledge of these fees. Robert Racansky v HindmanSanchez P.C. Jefferson County Colorado District Court case # 2010 CV 4032
12/01/09	112209	\$ 103.43	\$ 7,750.84	That is evidence that these are fraudulent charges for work not done; <i>i.e.</i> , the business manager, Michael Weiss, was embezzling.
02/24/10	COLL	\$ 95.00	\$ 7,845.84	
04/01/10	032310	\$ 100.00	\$ 7,945.85	
09/01/10	082310	\$ 30.00	\$ 7,975.84	

• copies of the monthly status reports from the H.O.A.'s attorneys regarding my account. On their web site, the law firm HindmanSanchez P.C. advertised at www.hindmansanchez.com/lawyer-attorney-1082754.html that (emphasis added):

"As a board member or manager, you want and need to be kept informed of each collection matter our office is handling. We provide - free of charge - a monthly written status report explaining to you how the accounts are progressing, and what the next steps are. Of course you are also welcome to call us anytime to receive a verbal update as to the status of your association's collections matters, again, free of charge. When you retain HindmanSanchez to address your collections matters, you're provided with contact names and phone numbers so that you always know who to call with questions or concerns."

- **copies of any other communication regarding my account** between the board of directors and the collections attorneys, between the board of directors and their business manager at L.C.M., and between the business manager at L.C.M and the H.O.A.'s collections attorneys.
- **minutes of the board meetings** where my account was discussed. Other H.O.A. corporations publish their meeting minutes on the internet, while the board of directors of Madison Hill H.O.A Inc. refuse to provide them to home owners.
- any other records of board meetings (e.g., audio recordings) where my account was discussed.
- an explanation of why I was served with an Interrogatory at my home on Monday, November 09, 2009 at 7:20 in the morning, when I did not owe the Madison Hill H.O.A. corporation any money; a fact they admitted 10 days later.
- an amortization schedule of the Special Assessment for my account, and the remaining balance due on my account for the Special Assessment.
- copies of all of the "Violation Courtesy Notices" issued in May 2009, June 2009, November 2009, and December 2009.
- **a copy of the current contract** between Madison Hill H.O.A. Inc. and L.C.M. Property Management. The last time I received a copy was in October 2009.
- a current ledger of my account, showing all transactions from December 31, 2006 to present.

• **the covenants**, by-laws, articles of incorporation, rules and regulations, policies, and architectural guidelines of the Madison Hill H.O.A. corporation. The last time I received a copy was in 2009 (except for the new collections policies, which I received in February 2014).

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My efforts to obtain these documents and records and answers over the past four years has not been trivial nor inexpensive. I have contacted each and every individual member of the Madison Hill H.O.A. Inc. board of directors 11 times – multiplied times 5 directors, that is 55 letters. Considering that the H.O.A. corporation charges a fee of about \$100 for a letter (e.g., "status letter", "collections letter", etc.), then the value of my communications with the H.O.A. corporation's directors is at least \$5,500; \$5,800 if you count the additional letters to their business manager. My tangible costs alone – postage – are over \$400.

5 letters via USPS certified mail	\$	27.70 postage
5 letters via USPS certified mail	\$	27.70 postage
5 letters via USPS certified mail	\$	27.70 postage
5 letters via USPS certified mail	\$	27.70 postage
5 letters via USPS certified mail	\$	28.55 postage
5 letters via USPS certified mail	\$	34.15 postage
5 letters via USPS certified mail	\$	33.35 postage
6 letters via USPS certified mail	\$	38.68 postage *
6 letters via USPS certified mail	\$	51.95 postage *
6 letters via USPS certified mail	\$	51.60 postage *
5 letters via USPS certified mail	\$	56.25 postage
58 letters via USPS certified mail	\$ 4	405.33 total
	5 letters via USPS certified mail 5 letters via USPS certified mail 6 letters via USPS certified mail 5 letters via USPS certified mail	5 letters via USPS certified mail \$ 6 letters via USPS certified mail \$ 6 letters via USPS certified mail \$ 6 letters via USPS certified mail \$ 5 letters via USPS certified mail \$ 5 letters via USPS certified mail \$ 5 letters via USPS certified mail \$

Of the 58 certified letters, return receipt requested, that I sent to the Madison Hill H.O.A. corporation's board of directors and business manager, 26 were returned to me.

That's a 45% return rate. See page 26 for a photograph of all of the returned letters.

Copies of the U.S.P.S. Form 3800, "Certified Mail Receipt", are printed on **pages 13 - 23**. I have not reproduced the corresponding U.S.P.S. Form 3811, "Domestic Return Receipt"; the green postcard that is returned to the sender with the recipient's signature. That would add an additional several dozen pages to this letter.

^{*} indicates that a copy was also sent to the Madison Hill H.O.A. corporation's business manager, Michael D. Weiss (L.C.M. Property Management Inc.).

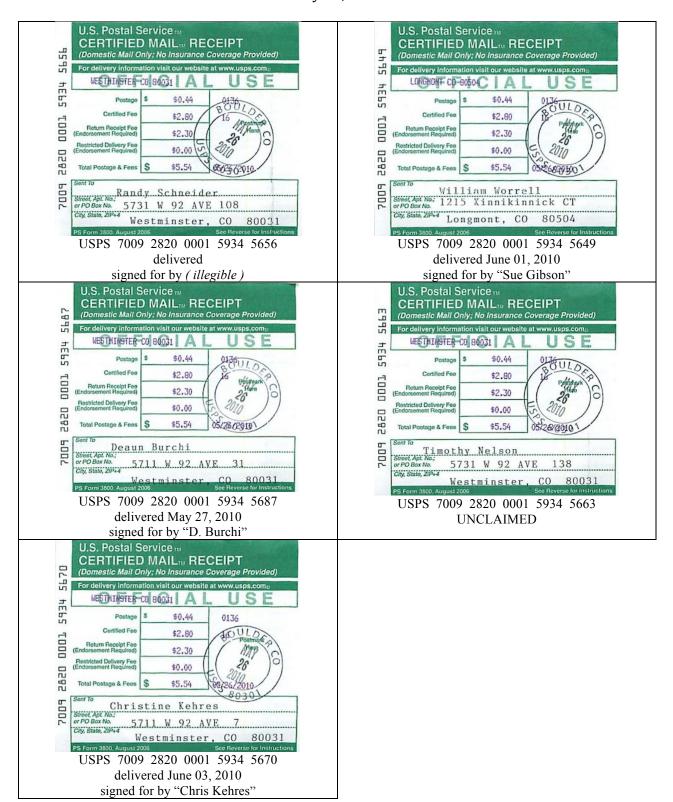
March 27, 2010

U.S. Postal Service TEL CERTIFIED MAILTE RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) For delivery information visit our website at www.usps.com.	U.S. Postal Service TA CERTIFIED MAILTA RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) For delivery information visit our website at www.usps.com.s LONGYONE CD-80501
Postage \$ \$0.44 0130 \$ \$0.00 Cartilled Fee \$2.80 8 Postage 10.00 Restricted Delivery Fee (Endorsement Required) Total Postage & Fees \$ \$5.54 03/277/2010	Postage \$ \$0.44 Certified Fee \$2.80 Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required) Total Postage & Fees \$ \$5.54
Sent To Schneider Street Apt. No.; S731 W 92 AVE # 108 City, State, ZiP-4 Westminster, C0 80031 PS Form 3800, August 2006 See Reverse for Instructions USPS 7009 3410 0000 6629 8506 delivered	Sent To William Worrell
signed for by (illegible)	signed for by "Wendi A Worrell"
U.S. Postal Service To CERTIFIED MAIL 10 RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) For delivery information visit our website at www.usps.coms WESTALNSTER CD 80031 A USE Postage \$ \$0.44 Certified Fee \$2.80 Return Receipt Fee \$2.80 Restricted Delivery Fee (Endorsement Required) Total Postage & Fees \$5.54 Total Postage & Fees \$5.54 Sent To Deaun Burchi. Sent For Box No. 5711 W 92 AVE # 31 City, State, ZiP-4 Westminster, CO 80031 PS Form 3000. August 2006 USPS 7009 3410 0000 6629 8537 delivered signed for by "De Aun Burchi"	U.S. Postal Service 12 CERTIFIED MAIL IN RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) For delivery information visit our website at www.usps.come WESTNINSTER-00 80031 A L F Postage \$ \$0.44 Certified Fee \$2.80 Return Receipt Fee \$2.80 Gendorsement Required \$2.30 Feetricted Delivery Fee Gendorsement Required \$0.00 Sept. Total Postage & Fees \$ \$5.54 Sent To Timo.thy. Nelson. City. State, ZiP+4 Westminster, CO 80031 PS Form 3800. August 2005 USPS 7009 3410 0000 6629 8490 NOT DELIVEREABLE
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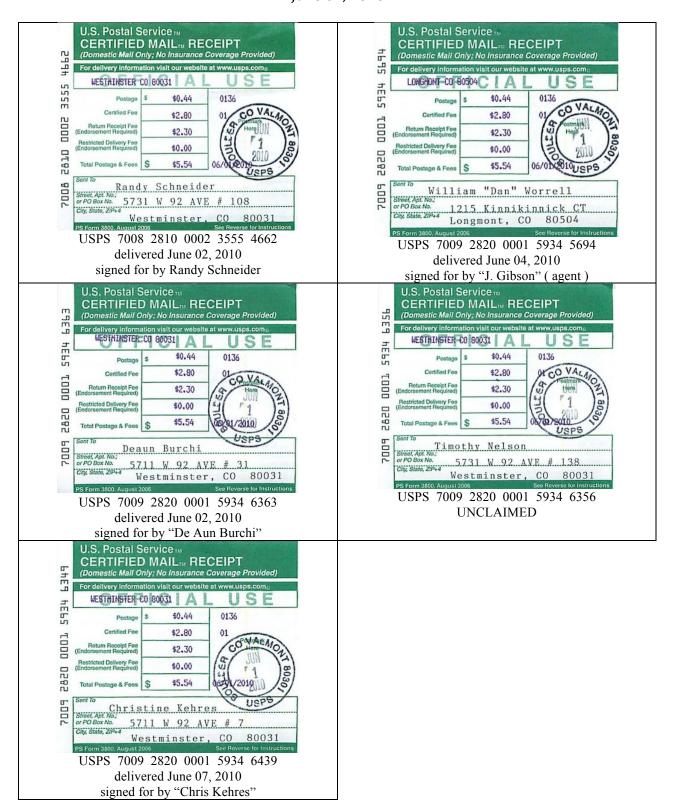
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Clin. State. 7/D. 4	CW, 6544 799.4
PS Form 3800, August 2008 See Reverse for Instructions	PS Form 3800, August 2005 PS Form 3800, August 2005 See Reverse for instructions
USPS 7009 3410 0000 6629 8452	USPS 7009 3410 0000 6629 8438
delivered	delivered May 14, 2010
signed for by (illegible)	signed for by "Wendi A Worrell"
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(Domestic Mail Only; No Insurance Coverage Provided)	(Domestic Mail Only; No Insurance Coverage Provided)
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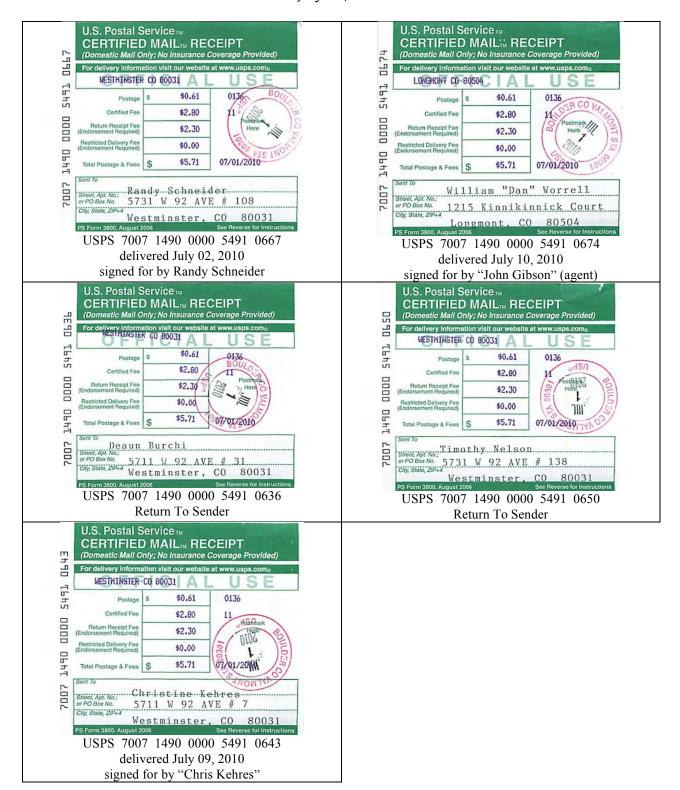
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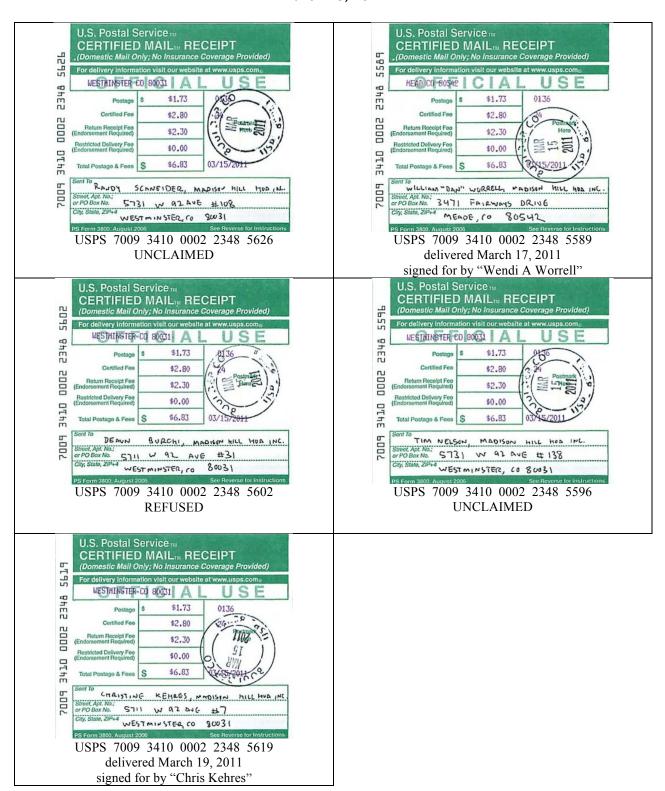
June 01, 2010



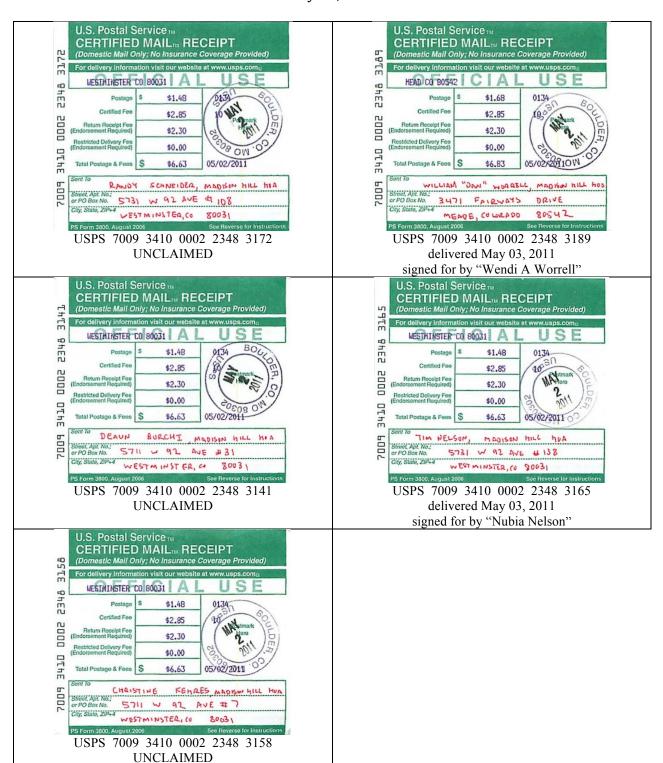
July 01, 2010



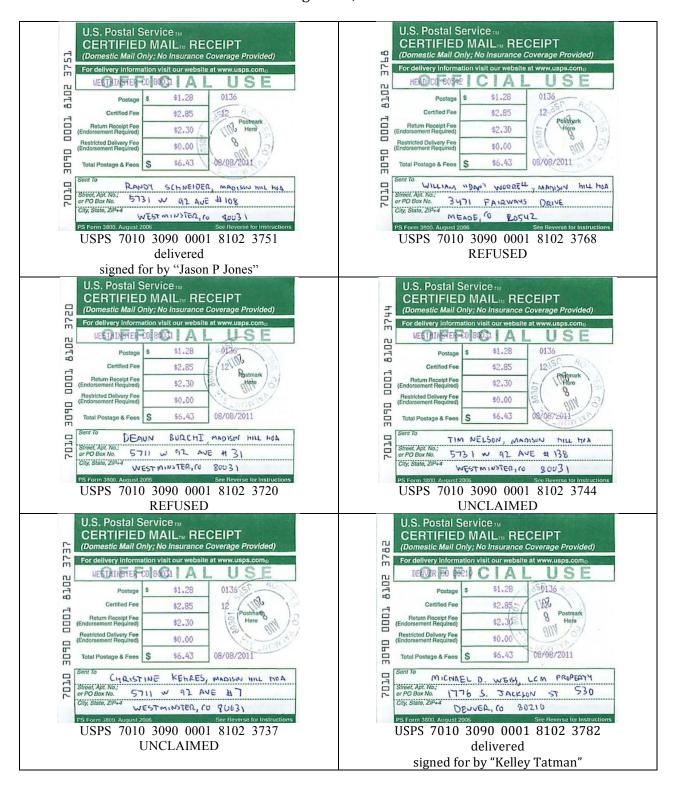
March 15, 2011



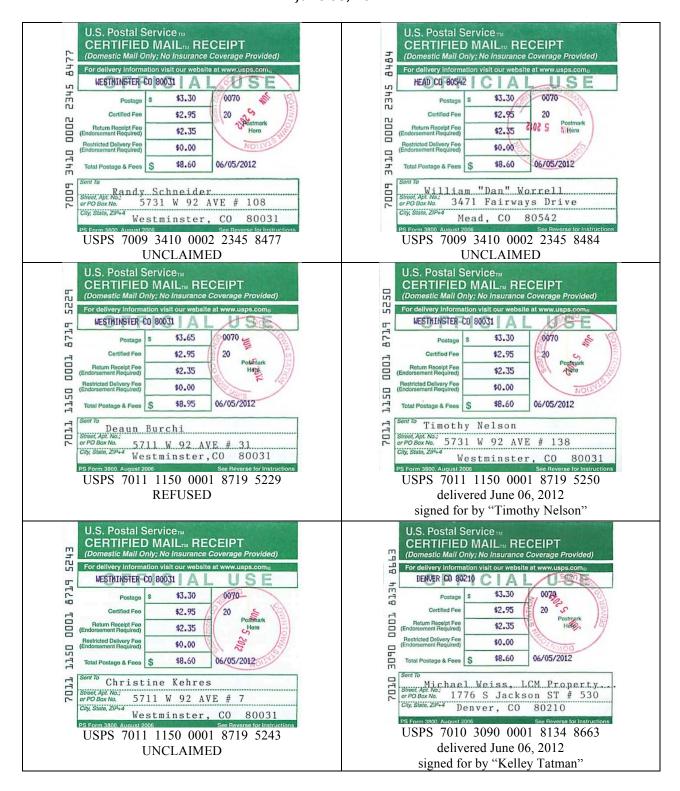
May 02, 2011



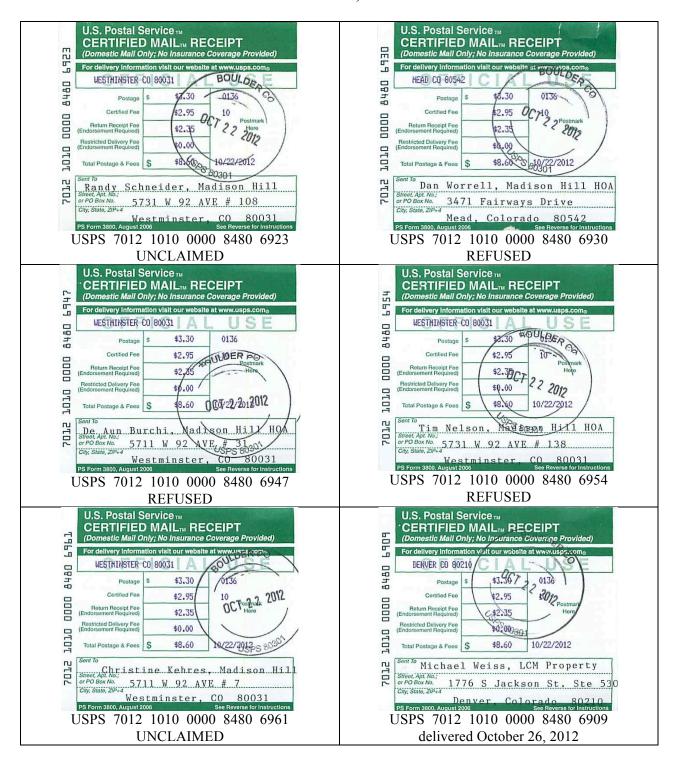
August 08, 2011



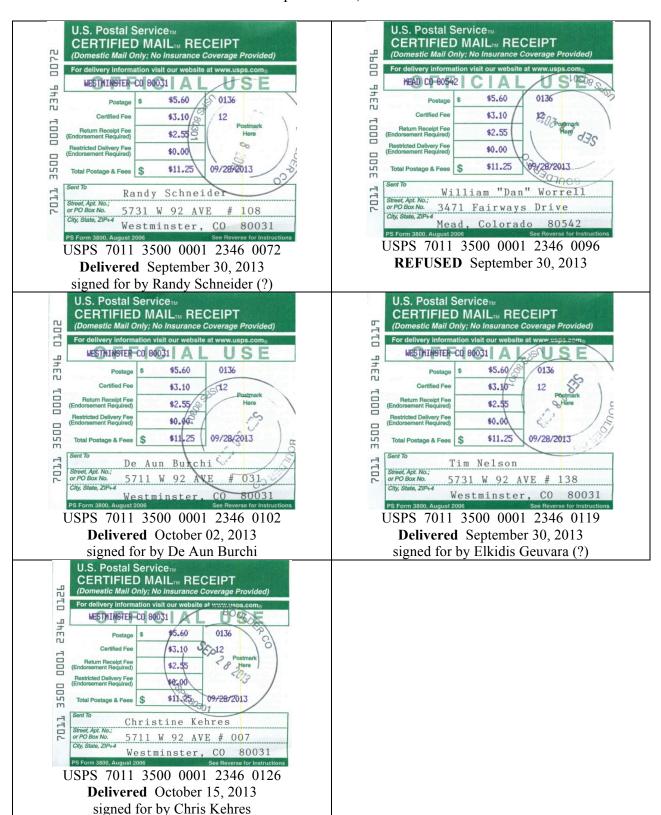
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October 22, 2012



September 28, 2013



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Here is what all of those returned letters look like. The Bible is included for comparison purposes.





I have been trying to obtain the documents and records and answers listed on **pages 9 – 12** since March 2010. Without them, the best available evidence proves that the directors, manager, and attorneys have been engaged in a five-year long – and ongoing – criminal conspiracy to defraud me out of thousands of dollars. Specifically:

- From September 2009 to March 2011, the board of directors of the Madison Hill H.O.A. corporation stole \$4,859.71 from me.
- From March 2010 to August 2010, the board of directors of Madison Hill H.O.A. Inc. engaged in a conspiracy to extort over \$2,000 from me. These attempts at extortion stopped only after I filed a lawsuit against their collections attorneys in August 2010.
- On August 26, 2009, Jonah Galen Hunt, *Esquire*, Colorado attorney registration # 34,379, an Officer of the Court, and partner at the law firm HindmanSanchez P.C., knowingly fabricated a fraudulent accounting ledger, with the intent to introduce it as evidence in a civil trial, for the purpose of affecting the outcome of that trial.
- On August 28, 2009, Jonah Galen Hunt and his witness, Michael D. Weiss conspired to lie under oath in a court of law, for the purpose of affecting the outcome of a civil trial.
- On August 31, 2009, Jonah Galen Hunt knowingly presented fraudulent evidence in a civil trial, for the purpose of affecting the outcome of that trial.
- On August 31, 2009, Jonah Galen Hunt knowingly lied under oath in a court of law, for the purpose of affecting the outcome of a civil trial.
- On August 31, 2009, Michael D. Weiss knowingly lied under oath in a court of law, for the purpose of affecting the outcome of a civil trial. Michael Weiss committed perjury.
- On September 09, 2009, Jonah Galen Hunt knowingly submitted a fraudulent "Motion for Attorney Fees and Costs" and a fraudulent "Affidavit of Attorney Fees and Bill of Costs". Since the Affidavit was sworn under oath, Jonah Hunt, acting in his capacity as an Officer of the Court, committed perjury.
- On October 02, 2009, Jonah Galen Hunt knowingly submitted another fraudulent "Motion for Attorney Fees and Costs", again inflating the costs incurred by his client by \$766.26 to \$7,992.10.
- On October 22, 2009, Michael D. Weiss, the owner of L.C.M. Property Management Inc., embezzled \$421.56 from the Madison Hill H.O.A. corporation.
- On November 22, 2009, Michael D. Weiss, the owner of L.C.M. Property Management Inc., embezzled \$103.46 from the Madison Hill H.O.A. corporation.

As I explained earlier, I will continue to send my H.O.A. dues payments to the Treasurer of the Madison Hill H.O.A. corporation, instead of to L.C.M. Property Management, until I receive *all* of the documents and records and answers I have been requesting for over 4 years now (see list on pages 9-12). This is not negotiable.

Rather than accept my payments, or provide any evidence which could refute my allegations of criminal wrong-doing, the board of directors of the Madison Hill H.O.A. corporation decided to throw away money by refusing to accept my payments. The current board of directors of the Madison Hill H.O.A. corporation have been deliberately failing to fulfill their fiduciary obligations, both to the corporation and its involuntary members, for the purpose of covering up the crimes committed by their business manager and attorneys.

No legitimate business demands thousands of dollars, and then refuses to provide any explanation or accounting of the alleged "debt" for more than four years (and counting). No legitimate business repeatedly threatens to sue their "customers", and then admits in an open court-of-law that it would have kept any money paid-but-not-owed.

Imagine if credit card companies, automobile financers, or mortgage lenders behaved like your clients. For some strange reason, *those* businesses have no problem providing me with a detailed statement explaining why they believe I owe them money. And they are able and willing to do so *every month*!

But the Madison Hill H.O.A. corporation is *not* a legitimate business. It is an organized crime extortion racket that has been legalized by the State of Colorado. Like the state's legislators, the H.O.A. corporation's directors serve the interests not of the home owners, but the industry's managers and specialized attorneys.

.

Please remind your clients that the last time they sued me in 2009, the *net loss* to the Madison Hill H.O.A. corporation was \$ 1,005.61.

Sept. 01, 2009	+ \$ 0,386.49	initial judgment for disputed late fees
		attorney fees and costs, claimed in a sworn affidavit by
		Jonah Hunt, Colorado attorney # 34,379
Cont 00 2000		The H.O.A. corporation's own records show \$7,225.85 in attorney
Sept. 09, 2009	* = 000 10	fees and costs, a difference of \$766.25. This is evidence that Jonah
and	- \$ 7,992.10	Hunt committed perjury in his sworn affidavit.
Oct. 02, 2009		His motive was obvious: If Judge Greene had ordered me to pay the
		full \$7,992.10, Jonah Hunt and/or the law firm HindmanSanchez P.C.
		would have kept the extra money gained by lying to the judge,
		without every informing their client (Madison Hill H.O.A. Inc.).
Oct. 07, 2009	+ \$ 6,600.00	attorney fees and costs
001.07,2009		awarded by Judge Tammy Greene in her Court Order
=	- \$ 1,005.61	net loss to Madison Hill H.O.A. Inc.

At the end of 2009, your clients spent an additional \$ 524.99 in fraudulent attorney fees, which was actually for money that was embezzled by Michael D. Weiss. He billed the Madison Hill H.O.A. corporation for work that was never performed by the attorneys. How do I know that these were fraudulent charges? Because attorneys from the law firm HindmanSanchez P.C. denied knowledge of the associated fees during my litigation against the firm in 2010 – 2011.

DATE	REF	DESCRIPTION	AMOUNT			
11/01/09	102209	REIMBURSED LEGAL	\$ 421.56	The law firm HindmanSanchez P.C. It denied knowledge of these fees. Robert Racansky v HindmanSanchez P.C. Jefferson County Colorado District Court case # 2010 CV 40		
12/01/09	112209	REIMBURSED LEGAL	\$ 103.43	That is evidence that these are fraudulent charges; <i>i.e.</i> , the business manager, Michael D. Weiss, was embezzling by billing his client – the Madison Hill H.O.A. corporation – for work not done. The board of directors of the Madison Hill H.O.A. corporation are aware of this.		

In 2010, your client spent an additional **\$ 225.00** in attorney fees to collect \$2,000 in illegal attorney fees and illegal late fees that were explicitly prohibited by a judge's Court Order.

DATE	REF	DESCRIPTION	AMOUNT	
02/24/10	COLL	COLL COLLECTIONS		
04/01/10	032310	REIMBURSED	\$ 100.00	
04/01/10	032310	LEGAL	\$ 100.00	
09/01/10	082310	REIMBURSED	\$ 30.00	
09/01/10	002310	LEGAL	\$ 30.00	

Your clients later admitted I did not owe them the \$2,000 they were demanding from me. But their business manager and collections attorneys testified they would have kept the money if I had paid (August 23 2011).

Because the board of directors of the Madison Hill H.O.A. corporation are spending other people's money, they have no incentive to control their legal costs; it's one of the many perverse incentives and moral hazards built into the H.O.A. system. The board of directors of the Madison Hill H.O.A. corporation have been very good to the lawyers at HindmanSanchez P.C. But that's what they're there for, isn't it?

It's like something you would see in Nazi Germany or Soviet Russia. People think these things don't go on. But we know they go on every day in condo and homeowners associations.

These people who have no idea how to use power at all. They won't even accept limits on their power. They don't know what the law requires of them, these directors. They go by what some lawyer tells them to do, which the lawyer tells them to do only because he or she knows they can get away with it. Because the only recourse you have is some civil suit.

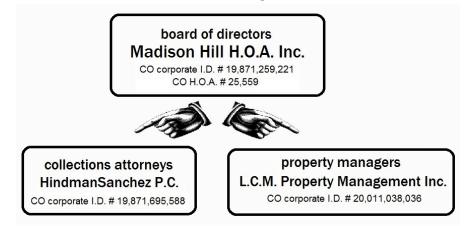
. . .

There's nowhere for owners to turn. If the lawyer tells them "Oh, just jack 'em around. Who cares what the rules are? Who cares what the law says?" it doesn't make any difference. The transaction costs of enforcing an owner's rights are so great that they are hardly ever able to it.

- Evan McKenzie, a former H.O.A. attorney, author of *Privatopia* (1994), *Beyond Privatopia* (2011), and privatopia.blogspot.com

"On the Commons" June 26, 2010 at 22 min. 50 sec. onthecommons.net

According to the legal fiction accepted by courts and legislatures, attorneys and business managers act under the direction of an H.O.A. corporation's board of directors.



Although legal responsibility rests with the Madison Hill H.O.A. corporation's board of directors, I believe that their attorneys were *very* complicit I all of the crimes I have alleged. Please advise your clients that

- the interests of their attorneys may be counter to their own interests, the interests of the Madison Hill H.O.A. corporation, and the interests of the corporation's members
- any advice offered by their attorneys may be malfeasant and should be suspect, and
- their attorneys will throw them under the metaphorical bus should the need arise.

If your clients are foolish enough to follow through on their threat to proceed with legal action against me, I am willing to meet your process server in a public place to accept the "Complaint" and "Summons". Just let me know when and where. It will save everybody involved a lot of time.

Robert Racansky P.O. Box 18715 Boulder, Colorado 80308 robert.racansky@gmail.com

attachments:

A - pp. 32 - 33: letter, May 12 2014, postmarked May 14 2014, demanding \$2,065.23
B - p. 34: lien, prepared March 11 2014, filed April 23 2014 in Jefferson County Colorado
C - pp. 35 - 54: annotated ledger of my account with Madison Hill H.O.A. Inc., 2007-present
D - pp. 55 - 62: the "priority of payments" accounting scam explained
E - pp. 63 - 65: malfeasant lawyers skate while their clients go to jail

ATTACHMENT A



May 12, 2014

Robert Racansky PO Box 18715 Boulder, CO 80301

5711 W. 92nd Ave. #41 Westminster, CO 80031 Denver Office
Neal J. Valorz
Direct 303.991.2038
nvalorz@hindmansanchez.com

Re:

Delinquent Association Dues/Madison Hill Homeowners Association, Inc. I Property Address: 5711 W. 92nd Ave. #41 Westminster, CO 80031 Our File No. 6189.0188

Dear Owner(s):

We have been retained to represent the above named Association, whose records indicate that your assessment fees are presently in arrears in the amount of \$1,780.23 through May 12, 2014, plus attorney fees of \$285.00 for a total amount due of \$2,065.23. This total amount includes assessments, lien fees, late charges and interest, as well as attorney fees, which are provided for by statute and in the Association's governing documents. Because of interest, late charges and other charges that may vary from day to day, the amount due on the day you pay may be higher. Therefore, adjustments may be necessary after we receive your payment.

Please pay the total above amount in full to our office or contact us to make satisfactory arrangements for payment. If you do not, we are authorized to take whatever legal action is necessary to recover this amount, without further notice to you. All further contact regarding this matter must be with this office. If further action is necessary, you may be found responsible for not only the assessment arrearages, but also for interest, late charges, court costs and additional attorney fees. In addition, a lien has been filed with the Jefferson County Clerk and Recorder.

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Unless you, within 30 days after receipt of this notice, dispute the validity of the debt or any portion thereof, the debt will be assumed to be valid. If you notify us, in writing, within 30 days after receipt of this notice that the debt, or any portion thereof, is disputed, we will obtain verification of the debt and a copy will be mailed to you. If you request, in writing, within 30 days after receipt of this notice, we will provide you with the name and address of the original creditor, if different from the current creditor. If you notify our office to cease contact by telephone at your place of employment, no further contact will be made. You have the right to request that we cease all further communication with you. A request to cease communication will not prohibit us from taking any other action authorized by law to collect the debt. If you notify our office that you refuse to pay the debt or wish us to cease all further communication we will not communicate further with you except:

(continues on page 2)

HindmanSanchez P.C. Attorneys at Law | Denver | Loveland | Colorado Springs | Nashville 5610 Ward Road, Suite 300, Arvada, Colorado 80002-1310 Tel 303.432.9999 Free 800.809.5242 Fax 303.432.0999 www.hindmansanchez.com

HindmanSanchez

Page 2 Robert Racansky May 12, 2014

- A. To advise you further efforts are being terminated; or
- B. To notify you that we may invoke specified remedies which are ordinarily invoked or to notify you that we may invoke a specific remedy permitted by law.

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE www.coloradoattorneygeneral.gov/ca.

We sincerely hope legal action will not be necessary and that you will give this matter your immediate attention. If you have any questions or wish to discuss this matter further, please contact our collection specialist at 303-432-8999, option 2.

Sincerely,

Neal J. Valorz HINDMANSANCHEZ P.C. NJV/smd

ATTACHMENT B

2014030653

4/23/2014 2:34 PM \$11.00 DF \$0.0 DF \$0.00

Electronically Recorded Jefferson County, CO Pam Anderson, Clerk and Recorder

TD1000 N

ASSESSMENT LIEN NOTICE

MADISON HILL HOMEOWNERS ASSOCIATION, INC. I, wishing to avail itself to the provisions of the Declaration for the community, recorded at Reception No.: 564912 in the records of Jefferson County Clerk and Recorder, State of Colorado on March 1, 1973 and pursuant to C.R.S. '38-33.3.316, and makes the following statement of lien:

Name of Owner of Property to be Charged with Lien: Robert Racansky

Legal Description: BLK 1 LOT 41 SEC 24 TOWNSHIP 2 RANGE 69 SEC NE, County of Jefferson, State of Colorado

Also Known As: 5711 W. 92nd Ave. #41, Westminster, CO 80031

Name of Association Claiming Lien: MADISON HILL HOMEOWNERS ASSOCIATION. INC. I

Present Amount of Indebtedness of Association:

\$1,435.10 through March 11, 2014, together with interest at 6.00% per annum as set forth in the Declaration from the date due of such delinquency, and inclusive of processing, recording, and reasonable attorney fees, and for further assessments and late charges as they become due, less any payments made after the date herein.

> MADISON HILL HOMEOWNERS ASSOCIATION, INC. I Neal J. Valorz, Attorney in Fact

STATE OF COLORADO COUNTY OF JEFFERSON

I, Neal J. Valorz, being of lawful age and being first duly sworn upon oath, do say that I am the attorney in fact for Madison Hill Homeowners Association, Inc. I, the Claimant herein named; that I have read the within Assessment Lien Notice and know the contents thereof; and that the same is true and correct to the best of my knowledge, information and belief.

Subscribed and sworn to before me on

by Neal J. Valorz.

My commission expires: 7/2017017

Notary Public

STACIE DALPE NOTARY PUBLIC STATE OF COLORADO

Prepared by: HindmanSanchez P.C., 5610 Ward Road, Suite 300, Arvada, Colorado 8000212FRV ID 20034025092 303-432-8999/Client No. 6189.0188

LIY COMMISSION EXPIRES 07/29/2017

06040760.DOCX;1

ATTACHMENT C

DATE	REF	DESCRIPTION	AMOUNT	BALANCE	
12/31/06	BALFWD	Balance Forward	-\$100.99	-\$100.99	\$100 "Status Letter" fee of 10/20/2006, plus interest.

December 04, 2008: **Kristen Dillie**, *Esquire*, Colorado attorney # 40,095, an Officer of the Court, and collections attorney at **HindmanSanchez P.C.**, wrote via e-mail that **Michael D. Weiss**, the owner of **L.C.M. Property Management Inc.**, is "willing to waive that \$100.00 fee and all the late fees and interest charges associated with it if you agree to a settlement" in *Madison Hill H.O.A. Inc. v Robert Racansky*, Jefferson County Colorado Court case # 2008 C 62579.

December 11, 2008: I requested a copy of the "Status Letter".

December 17, 2008: I requested a copy of the "Status Letter".

December 19, 2008: I requested a copy of the "Status Letter".

December 19, 2008: Kristen Dillie wrote via e-mail that "I have forwarded your request to the management company. I will be in touch with you as soon as I have a response from them".

January 05, 2009: Kristen Dillie wrote via e-mail that Michael D. Weiss was unable to locate the "Status Letter", and "my client is willing to waive the \$100.00 fee for this letter if a settlement can be reached".

May 11, 2009: **Ashley M. Nichols**, *Esquire*, Colorado attorney # 39,120, an Officer of the Court, and collections attorney at the law firm **HindmanSanchez P.C.**, wrote to the court that "this document has been requested from the management company and will be submitted to the Defendant immediately upon receipt".

June 15, 2009: Ashley M. Nichols wrote to the court that "this document has been requested from the management company and will be submitted to the Defendant immediately upon receipt".

August 26, 2009: **Jonah Galen Hunt**, *Esquire*, Colorado attorney registration # 34,379, Officer of the Court, and partner at the law firm **HindmanSanchez P.C.**, knowingly fabricated a fraudulent accounting ledger, with the intent to introduce it as evidence in a civil trial, showing that this fee had been waived.

August 28, 2009: Jonah Galen Hunt and his witness, Michael D. Weiss, conspired to lie under oath in a court of law that this fee had been waived.

August 31, 2009 : Jonah Galen Hunt knowingly presented his fraudulent ledger – showing that this fee had been waived – as evidence in a civil trial ("Plaintiff's Exhibit 4").

August 31, 2009: Jonah Galen Hunt knowingly lied under oath in a court of law, presenting to the court that this fee had been waived.

August 31, 2009: Michael D. Weiss knowingly lied under oath in a court of law, testifying that this fee had been waived. As the business manager responsible for maintaining the account ledgers of Madison Hill H.O.A. Inc., Michael D. Weiss committed perjury.

February 24, 2010: the board of directors of **the Madison Hill H.O.A. corporation** directed their collections attorneys at HindmanSanchez P.C. to collect this "Status Letter" fee; along with nearly \$2,000 in illegal attorney fees and illegal late fees explicitly prohibited by a judge's Court Order on October 07 2009.

March 05 2010: Kristen Dillie, demanded payment of this fee; along with nearly \$2,000 in illegal attorney fees and late fees explicitly prohibited by a judge's Court Order on October 07 2009.

April 06 2010 : Kristen Dillie, demanded payment of this fee, along with payment of illegal attorney fees and illegal late fees explicitly prohibited by a judge's Court Order on October 07 2009.

April 20 2010 : Kristen Dillie demanded payment of this fee, along with payment of illegal attorney fees and illegall late fees explicitly prohibited by a judge's Court Order on October 07 2009.

July 13 2010: **Heather Hartung**, *Esquire*, Colorado attorney # 39,142, and a collections attorney with the law firm **HindmanSanchez P.C.**, demanded payment of this fee, along with payment of illegal attorney fees and illegal late fees explicitly prohibited by a judge's Court Order on October 07 2009.

July 30 2010 : the "Status Letter" fee is waived, and \$100.99 is credited to my account ledger with the Madison Hill H.O.A. corporation.

July 29 2011: Jonah Galen Hunt, *Esquire*, Colorado attorney # 34,379, and a partner at the law firm HindmanSanchez P.C., filed a criminal complaint against me with the Arvada Colorado Police Department, OCA 2011-010713 by Officer Mark Young, in response to my exposing his numerous acts of fraud by publishing the above allegations on the internet. At the time, libel was a Class 6 Felony that the state of Colorado actively prosecuted, punishable by 18 months in prison *per count*. Although I admitted to committing this (then) crime and offered to surrender myself to law enforcement, I was never contacted by the authorities.

February 13 2012: Jonah Hunt filed a libel lawsuit against me. *Jonah Hunt v Robert Racansky*, Boulder County Colorado District Court case # 2012 CV 110. In his "Complaint", Jonah Hunt claimed that "Mr. Hunt has been damaged and continues to be damaged by the false statements...Mr. Hunt is entitled to all actual, presumed, and punitive damages as may be awarded by the Court...Mr. Hunt is also entitled to an award of reasonable expenses and attorney's fees".

February 27 2012: I filed my "Answer" with the Court, admitting to publishing the statements in question, and presented approximately 200 pages of documents as evidence of my allegations.

March 13 2012: Jonah Hunt filed a "Motion to Dismiss" his own libel lawsuit against me.

DATE	REF	DESCRIPTION	AMOUNT	BALANCE
DAIL	IXEI	DESCRIPTION	APIOONI	DALANCE
1/01/07	BALFWD	Balance Forward	-\$100.99	-\$100.99
1/01/07	C01041	Assessment	-\$161.00	-\$261.99
1/08/07	433732	Payment	\$161.00	-\$100.99
2/01/07	C02041	Assessment	-\$161.00	-\$261.99
2/15/07	L02006	Late Charge	-\$20.00	-\$281.99
2/20/07	77952	Payment	\$161.00	-\$120.99
3/01/07	C03041	Assessment	-\$161.00	-\$281.99
3/06/07	854194	Payment	\$161.00	-\$120.99
3/15/07	L03005	Late Charge	-\$20.00	-\$140.99
3/31/07	L03004	Late Interest	-\$0.60	-\$141.59
4/01/07	C04041	Assessment	-\$161.00	-\$302.59
4/10/07	342353	Payment	\$161.00	-\$141.59
4/15/07	L04006	Late Charge	-\$20.00	-\$161.59
4/30/07	L04005	Late Interest	-\$0.70	-\$162.29
5/01/07	C05041	Assessment	-\$161.00	-\$323.29
5/07/07	374020	Payment	\$161.00	-\$162.29
5/15/07	L05006	Late Charge	-\$20.00	-\$182.29
5/31/07	L05003	Late Interest	-\$0.81	-\$183.10
6/01/07	C06041	Assessment	-\$161.00	-\$344.10
6/11/07	804680	Payment	\$161.00	-\$183.10
6/15/07	L06005	Late Charge	-\$20.00	-\$203.10
6/30/07	L06003	Late Interest	-\$0.91	-\$204.01
7/01/07	C07041	Assessment	-\$161.00	-\$365.01
7/01/07	816537	Payment	\$161.00	-\$204.01
7/15/07	L07004	Late Charge	-\$20.00	-\$224.01
7/13/07	L07004	Late Interest	-\$1.02	-\$225.03
8/01/07	C08041	Assessment	-\$161.00	-\$386.03
8/15/07	L08004	Late Charge	-\$20.00	-\$406.03
8/17/07	552787	Payment	\$161.00	-\$245.03
8/31/07	L08004	Late Interest	-\$1.12	-\$246.15
9/01/07	C09041	Assessment	-\$161.00	-\$407.15
9/10/07	504178	Payment	\$161.00	-\$246.15
9/15/07	L09006	Late Charge	-\$20.00	-\$266.15
9/30/07	L09005	Late Interest	-\$1.23	-\$267.38
10/1/07	C10041	Assessment	-\$161.00	-\$428.38
10/9/07	677421	Payment	\$161.00	-\$267.38
10/15/07	L10006	Late Charge	-\$20.00	-\$287.38
11/01/07	C11041	Assessment	-\$161.00	-\$448.38
11/01/07	953411	Payment	\$161.00	-\$287.38
11/15/07	L11004	Late Charge	-\$20.00	-\$307.38
12/01/07	C12041	Assessment	-\$161.00	-\$468.38
12/01/07	194337	Payment	\$161.00	-\$406.38
12/15/07	L02005	•	-\$20.00	-\$307.38
12/13/07	LUZUU3	Late Charge	-\$20.00	-\$327.38

DATE	REF	DESCRIPTION	AMOUNT	BALANCE	
1/01/08	C01041	Assessment	-\$161.00	-\$488.38	
1/07/08	255126	Payment	\$181.00	-\$307.38	
1/15/08	L01006	Late Charge	-\$20.00	-\$327.38	
2/01/08	C01041	Assessment	-\$161.00	-\$488.38	
2/11/08	722329	Payment	\$181.00	-\$307.38	
2/15/08	L02005	Late Charge	-\$20.00	-\$327.38	
3/01/08	C03073	Assessment	-\$161.00	-\$488.38	
		Special			
3/01/08	C03074	Assessment	-\$74.00	-\$562.38	
3/10/08	840549	Payment	\$181.00	-\$381.38	
3/15/08	L03005	Late Charge	-\$20.00	-\$401.38	
4/01/08	C04072	Assessment	-\$161.00	-\$562.38	
		Special			
4/01/08	C04073	Assessment	-\$74.00	-\$636.38	
4/07/08	137787	Payment	\$181.00	-\$455.38	
4/15/08	L04013	Late Charge	-\$20.00	-\$475.38	
5/01/08	C05068	Assessment	-\$161.00	-\$636.38	
- /o / /oo	005040	Special		. =	
5/01/08	C05069	Assessment	-\$74.00	-\$710.38	
5/06/08	779773	Payment	\$181.00	-\$529.38	
5/15/08	L05009	Late Charge	-\$20.00	-\$549.38	
6/01/08	C06068	Assessment	-\$161.00	-\$710.38	
6/01/00	COCOCO	Special	¢74.00	#704 <u>20</u>	
6/01/08	C06069	Assessment	-\$74.00	-\$784.38	
6/06/08	233512	Payment	\$181.00	-\$603.38	
6/15/08	L06010	Late Charge	-\$20.00	-\$623.38	
7/01/08	C07068	Assessment	-\$161.00	-\$784.38	
7/01/08	C07069	Special Assessment	-\$74.00	-\$858.38	
7/01/08	862161	Payment	\$181.00	-\$677.38	
7/07/08	L07009	Late Charge	-\$20.00	-\$697.38	
8/01/08		Assessment	· ·	-\$097.38 -\$858.38	
6/01/06	C08068	Special	-\$161.00	-\$030.30	
8/01/08	C08069	Assessment	-\$74.00	-\$932.38	
8/08/08	576872	Payment	\$181.00	-\$751.38	
8/15/08	L08007	Late Charge	-\$20.00	-\$771.38	
9/01/08	C09068	Assessment	-\$161.00	-\$932.38	
3/01/00	003000	Special	Ψ101.00	Ψ332.30	
9/01/08	C09069	Assessment	-\$74.00	-\$1,006.38	
9/09/08	764655	Payment	\$181.00	-\$825.38	
9/09/08	COLL	Collections	-\$95.00	-\$920.38	The board of directors of the Madison Hill H.O.A. corporation directs their collections attorneys at HindmanSanchez P.C. to collect \$1,959.38 from me. Total legal charges since 09/09/08 = \$95.00

DATE	REF	DESCRIPTION	AMOUNT	BALANCE	
9/15/08	L09009	Late Charge	-\$20.00	-\$940.38	
10/01/08	C10068	Assessment	-\$161.00	-\$1,101.38	
		Special			
10/01/08	C10069	Assessment	-\$74.00	-\$1,175.38	
10/07/08	684325	Payment	\$181.00	-\$994.38	
10/15/08	L11003	Late Charge	-\$20.00	-\$1,014.38	
10/31/08				-\$1,014.38	Michael Payne, Colorado attorney # 38,939, of HindanSanchez P.C., prepares the initial Complaint and Summons of Madison Hill H.O.A. Inc. v Robert Racansky, Jefferson County Colorado Court case # 2008 C 62579.
					The Madison Hill H.O.A. corporation is claiming \$1,959.38 in damages.
11/01/08	C11068	Assessment	-\$161.00	-\$1,175.38	
		Special			
11/01/08	C11069	Assessment	-\$74.00	-\$1,249.38	
11/03/08				-\$1,249.38	Michael Payne, Colorado attorney # 38,939, of HindmanSanchez P.C., files a \$1,959.38 lien against my property on behalf of the Madison Hill H.O.A. corporation. The lien is released June 28, 2011; 586 days after Kristen Dillie, Colorado attorney # 40,095, of HindmanSanchez P.C., files a Satisfaction of Judgment on November 19, 2009.
11/07/08	307953	Payment	\$181.00	-\$1,068.38	
11/15/08	L11008	Late Charge	-\$20.00	-\$1,088.38	
11/25/08				-\$1,088.38	Michael Payne, Colorado attorney # 38,939, of HindmanSanchez P.C., files Madison Hill H.O.A. Inc. vs Robert Racansky in Jefferson County Colorado Court, case # 2008 C 62579. The Madison Hill H.O.A. corporation is claiming \$1,959.38 in damages.
11/21/08	092308	Reimbursed Legal	-\$95.00	-\$1,183.38	Total legal charges since 09/09/08 = \$190.00

DATE	REF	DESCRIPTION	AMOUNT	BALANCE	
12/01/08	C12067	Assessment	-\$161.00	-\$1,344.38	
12/01/08	C12068	Special Assessment	-\$74.00	-\$1,418.38	
12/04/08				-\$1,418.38	E-mail from Kristen Dillie of Hindman-Sanchez P.C.: Michael Weiss (L.C.M.) is "willing to waive that \$100.00 fee and all the late fees and interest charges associated with it if you agree to a settlement" referring to the "Status Letter" charge of 10/20/2006
12/09/09	071558	Payment	\$161.00	-\$1,257.38	
12/11/08				-\$1,257.38	I request a copy of the "Status Letter" of 10/20/2006
12/15/08	583018	Payment	\$740.00	-\$517.38	
12/15/08	L12006	Late Charge	-\$20.00	-\$537.38	
12/17/08				-\$537.38	I request a copy of the "Status Letter" of 10/20/2006
12/19/08				-\$537.38	I request a copy of the "Status Letter" of 10/20/2006
12/21/08	112008	Reimbursed Legal	-\$471.00	-\$1,008.38	Total legal charges since 09/09/08 = \$661.00

DATE	REF	DESCRIPTION	AMOUNT	BALANCE	
1/01/09	C01067	Assessment	-\$161.00	-\$1,169.38	
, ,		Special	,	, ,	
1/01/09	C01068	Assessment	-\$74.00	-\$1,243.38	
1/05/09				-\$1,243.38	E-mail from Kristen Dillie of HindmanSanchez P.C.: Michael Weiss is unable to locate the status letter, but "is willing to waive the \$100.00 fee for this letter if a settlement can be reached."
1/06/09	560996	Payment	\$161.00	-\$1,082.38	
1/06/09	560997	Payment	\$74.00	-\$1,008.38	
1/15/09	L01007	Late Charge	-\$20.00	-\$1,028.38	
1/21/09	112108	Reimbursed Legal	-\$163.35	-\$1,191.73	Total legal charges since 09/09/08 = \$824.35
2/01/09	C02067	Assessment	-\$161.00	-\$1,352.73	
2/01/09	C02068	Special Assessment	-\$74.00	-\$1,426.73	
2/06/09	343932	Payment	\$161.00	-\$1,265.73	
2/06/09	343933	Payment	\$74.00	-\$1,191.73	
2/15/09	L02066	Late Charge	-\$20.00	-\$1,211.73	
2/21/09	012209	Reimbursed Legal	-\$123.00	-\$1,334.73	Total legal charges since 09/09/08 = \$947.35
3/01/09	C03067	Assessment	-\$161.00	-\$1,495.73	
2/2//22		Special			
3/01/09	C03068	Assessment	-\$74.00	-\$1,569.73	
3/09/09	281632	Payment	\$161.00	-\$1,408.73	
3/09/09	281633	Payment	\$74.00	-\$1,334.73	
3/15/09	L03007	Late Charge	-\$20.00	-\$1,354.73	
4/01/09	C04067	Assessment	-\$161.00	-\$1,515.73	
4/01/09	C04068	Special Assessment	-\$74.00	-\$1,589.73	
4/07/09	75473	Payment	\$161.00	-\$1,428.73	
4/07/09	754744	Payment	\$74.00	-\$1,354.73	
4/15/09	L04006	Late Charge	-\$20.00	-\$1,374.73	
5/01/09	042309	Reimbursed Legal	-\$40.00	-\$1,414.73	Total legal charges since 09/09/08 = \$987.35
5/01/09	C05067	Assessment	-\$161.00	-\$1,575.73	
5/01/09	C05068	Special Assessment	-\$74.00	-\$1,649.73	
5/08/09	775653	Payment	\$161.00	-\$1,488.73	
5/08/09	775654	Payment	\$74.00	-\$1,414.73	

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DATE	REF	DESCRIPTION	AMOUNT	BALANCE	
5/11/09				-\$1,414.73	Rule 316 Pre-Trial "Disclosure Statement". Item B.8: Michael Weiss is still attempting to locate a copy of the "Status Letter" of 10/20/2006
5/15/09	L05004	Late Charge	-\$20.00	-\$1,434.73	
6/01/09	052509	Reimbursed Legal	-\$600.00	-\$2,034.73	Total legal charges since 09/09/08 = \$1,587.35
6/01/09	C06067	Assessment	-\$161.00	-\$2,195.73	
		Special			
6/01/09	C06068	Assessment	-\$74.00	-\$2,269.73	
6/08/09	64222	Payment	\$161.00	-\$2,108.73	
6/08/09	64223	Payment	\$74.00	-\$2,034.73	
6/15/09	L06005	Late Charge	-\$20.00	-\$2,054.73	Rule 316 Pre-Trial "Disclosure Statement". Item B.8: Michael Weiss is still attempting to locate a copy of the "Status Letter" of 10/20/2006
7/01/09	062209	Reimbursed Legal	-\$280.00	-\$2,334.73	Total legal charges since 09/09/08 = \$1,867.35
7/01/09	C07067	Assessment	-\$161.00	-\$2,495.73	
7/01/09	C07068	Special Assessment	-\$74.00	-\$2,569.73	
7/07/09	839166	Payment	\$161.00	-\$2,408.73	
7/07/09	839167	Payment	\$74.00	-\$2,334.73	
7/15/09	L07005	Late Charge	-\$20.00	-\$2,354.73	
8/01/09	C08067	Assessment	-\$161.00	-\$2,515.73	
8/01/09	C08068	Special Assessment	-\$74.00	-\$2,589.73	
8/06/09	831781	Payment	\$161.00	-\$2,428.73	
8/06/09	831782	Payment	\$74.00	-\$2,354.73	
8/15/09	L08066	Late Charge	-\$20.00	-\$2,374.73	
8/26/09				-\$2,374.73	Jonah Hunt prepares "attorney summary in the form of an excel spreadsheet for application of payments argument" (Detail Transaction File List ref # 24), which represents the "Status Letter" fee of 10/20/2006 being waived. This was Plaintiff's Exhibit 4 at the trial.
8/27/09				-\$2,374.73	LCM Property Management Company generates a ledger, showing that the "Status Letter" fee of 10/20/2006 has <i>not</i> been waived. This was Plaintiff's Exhibit 3 at the trial.

DATE	REF	DESCRIPTION	AMOUNT	BALANCE	
8/28/09				-\$2,374.73	Conference between Jonah Hunt and Michael Weiss (LCM) "regarding trial exhibits." Jonah Hunt prepares "direct testimony of witnesses." (Detail Transaction File List ref # 26)
8/31/09				-\$2,374.73	Michael Weiss testifies that the "Status Letter" fee of 10/20/2006 had been waived sometime between September 2008 and August 2009
9/01/09	082409	Reimbursed Legal	-\$80.00	-\$2,454.73	Total legal charges since 09/09/08 = \$1,947.35
9/01/09	C09067	Assessment	-\$161.00	-\$2,615.73	Judgement in favor of the Plaintiff for \$386.49 in disputed late fees. Madison Hill H.O.A. Inc. vs Robert Racansky
9/01/09	C09068	Special Assessment	-\$74.00	-\$2,689.73	
9/09/09	360577	Payment	\$161.00	-\$2,528.73	Jonah Hunt files "Motion for Attorney Fees and Costs" and "Affidavit of Attorney Fees and Bill of Costs" claiming \$6,890.50 attorney fees \$0,187.85 costs \$0,913.75 LCM Prop. Mgmt. \$7,992.10 total
9/09/09	360579	Payment	\$74.00	-\$2,454.73	
9/15/09	L09005	Late Charge	-\$20.00	-\$2,474.73	
9/24/09	244117	Payment	\$386.49	-\$2,088.24	Payment to Madison Hill HOA Inc. to satisfy verdict of Sept. 01, 2009
10/01/09	092309	Reimbursed Legal	-\$5,278.50	-\$7,366.74	Total legal charges since 09/09/08 = \$7,225.85
10/01/09	C10067	Assessment	-\$161.00	-\$7,527.74	
10/01/09	C10068	Special Assessment	-\$74.00	-\$7,601.74	
10/02/09				-\$7,601.74	Jonah Hunt files "Reply in Support of Motion for Attorney Fees and Costs", again claiming that his client, the Madison Hill H.O.A. corporation, incurred \$7,992.10 in attorney fees and costs.

DATE	REF	DESCRIPTION	AMOUNT	BALANCE	
10/07/09	609827	Payment	\$161.00	-\$7,440.74	
10/07/09	609829	Payment	\$74.00	-\$7,366.74	Judge Tammy Greene issues "Order Granting Plaintiff's Motion for Attorney Fees and Costs" for \$6,600.00. "The court ORDERS that the Plaintiff shall account for the collection of this judgement separately from the accrual of new assessments" This COURT ORDER is violated every month for 1 1/2 years, until March 2011
10/15/09	L10007	Late Charge	-\$20.00	-\$7,386.74	
10/26/09	713328	Payment	\$701.25	-\$6,685.49	Payment to Michael Weiss of L.C.M. Property Mgmt. Co. to satisfy judgment \$ 701.25 of \$ 913.75 of L.C.M.'s fees.
10/26/09	713329	Payment	\$212.50	-\$6,472.99	Payment to Dan Hastings of L.C.M. Property Mgmt. Co. to satisfy judgment \$ 212.50 of \$ 913.75 of L.C.M.'s fees
10/26/09	713330	Payment	\$5,686.25	-\$786.74	Payment for HindmanSanchez P.C. to satisfy judgment (attorney fees and court costs). All three payments total \$6,600.00. At this point, the account balance should be \$0.00
11/01/09	102209	Reimbursed Legal	-\$421.56	-\$1,208.30	Attorneys from HindmanSanchez P.C. have denied knowledge of this fee. Robert Racansky v HindmanSanchez P.C., Jefferson County Colorado District Court case # 2010 CV 110. This is evidence that Michael D. Weiss embezzled \$421.56 from the Madison Hill H.O.A. corporation on October 22, 2009. Total legal charges since 09/09/08 = \$7,647.41
11/01/09	C10067	Assessment	-\$161.00	-\$1,369.30	
		Special	·	. ,	
11/01/09	C10068	Assessment	-\$74.00	-\$1,443.30	
11/06/09	798016	Payment	\$161.00	-\$1,282.30	
11/06/09	798018	Payment	\$74.00	-\$1,208.30	

DATE	REF	DESCRIPTION	AMOUNT	BALANCE	
11/09/09				-\$1,208.30	Service of Interrogatory at my home at 7:20 am. The Interrogatory is signed by Kristen Dillie , Colorado attorney # 40,095, a collections attorney with the law firm HindmanSanchez P.C. A response is required within 10 days (Nov. 19, 2009).
11/15/09	L11008	Late Charge	-\$20.00	-\$1,228.30	
11/19/09				-\$1,228.30	Kristin Dillie files "Satisfaction of Judgment". At this point, the account balance should be \$0.00
12/01/09	112209	Reimbursed Legal	-\$103.43	-\$1,331.73	Attorneys from HindmanSanchez P.C. have denied knowledge of this fee. Robert Racansky v HindmanSanchez P.C., Jefferson County Colorado District Court case # 2010 CV 110. This is evidence that Michael D. Weiss embezzled \$103.43 from the Madison Hill H.O.A. corporation on November 22, 2009. Total legal charges since 09/09/08 = \$7,647.41
12/01/09	C12066	Assessment	-\$161.00	-\$1,492.73	
12/01/09 12/07/09 12/07/09	C12078 224542 224544	Special Assessment Payment Payment	-\$74.00 \$161.00 \$74.00	-\$1,566.73 -\$1,405.73 -\$1,331.73	
12/15/09	L12008	Late Charge	-\$20.00	-\$1,351.73	

DATE	REF	DESCRIPTION	AMOUNT	BALANCE	
1/01/10	C01066	Assessment	-\$161.00	-\$1,512.73	
		Special		, ,	
1/01/10	C01067	Assessment	-\$74.00	-\$1,586.73	
1/07/10	365217	Payment	\$161.00	-\$1,425.73	
1/07/10	365219	Payment	\$74.00	-\$1,351.73	
1/15/10	L01007	Late Charge	-\$20.00	-\$1,371.73	
2/01/10	C02065	Assessment	-\$161.00	-\$1,532.73	
		Special			
2/01/10	C02066	Assessment	-\$74.00	-\$1,606.73	
2/05/10	792942	Payment	\$161.00	-\$1,445.73	
2/05/10	792944	Payment	\$74.00	-\$1,371.73	
2/15/10	L02007	Late Charge	-\$20.00	-\$1,391.73	
2/24/10	COLL	Collections	-\$95.00	-\$1,486.73	The board of directors of the Madison Hill H.O.A. corporation directs their collections attorneys at HindmanSanchez P.C. to collect \$1,821.73 from me. They later admitted I did not owe this money.
					Total legal charges since 09/09/08 = \$7,845.84
3/01/10	C03065	Assessment	-\$161.00	-\$1,647.73	
3/01/10	C03066	Special Assessment	-\$74.00	-\$1,721.73	
3/05/10				-\$1,721.73	# 40,095, a collections attorney with the law firm HindmanSanchez P.C. makes demand for payment for \$1,821.73 on behalf of her client, the board of directors of the Madison Hill H.O.A. corporation.
3/08/10	011091	Payment	\$161.00	-\$1,560.73	•
3/08/10	011094	Payment	\$74.00	-\$1,486.73	
3/15/10	L03007	Late Charge	-\$20.00	-\$1,506.73	
4/01/10	032310	Reimbursed Legal	-\$100.00	-\$1,606.73	This \$100 "Legal" charge for 4/1/10 does not appear on the ledger dated April 12 2010, but does appear on the ledger dated July 12 2010
					Total legal charges since 09/09/08 = \$7,945.84
4/01/10	C04065	Assessment	-\$161.00	-\$1,767.73	
4/01/10	C04066	Special Assessment	-\$74.00	-\$1,841.73	

DATE	REF	DESCRIPTION	AMOUNT	BALANCE	
4/06/10	366209	Payment	\$161.00	-\$1,680.73	
4/06/10	366212	Payment	\$74.00	-\$1,606.73	Kristen Dillie demands payment of \$2,076.73
4/12/10	09/09	09/09 Judgment CR	\$1,126.73	-\$480.00	Unexplained credit. As of June 11, 2014, no explanation has been given for the value of \$1,126.73 was determined by the Madison Hill H.O.A. corporation.
4/15/10	L04009	Late Charge	-\$20.00	-\$500.00	
4/20/10				-\$500.00	Kristen Dillie demands payment of \$480.00
5/01/10	C05065	Assessment	-\$161.00	-\$661.00	
5/01/10 5/07/10	C05066 525461	Special Assessment Payment	-\$74.00 \$161.00	-\$735.00 -\$574.00	
5/07/10	525463	Payment	\$74.00	-\$500.00	
5/15/10	L05008	Late Charge	-\$20.00	-\$520.00	
6/01/10	C06065	Assessment	-\$161.00	-\$681.00	
6/01/10 6/07/10	C06066 956193	Special Assessment Payment	-\$74.00 \$161.00	-\$755.00 -\$594.00	
6/08/10	956191	Payment	\$74.00	-\$520.00	
6/15/10	L06008	Late Charge	-\$20.00	-\$540.00	
7/01/10	C07065	Assessment	-\$161.00	-\$701.00	
7/01/10	C07066	Special Assessment	-\$74.00	-\$775.00	
7/06/10	139404	Payment	\$161.00	-\$614.00	
7/06/10	139406	Payment	\$74.00	-\$540.00	
7/13/10				-\$540.00	Heather Hartung, Colorado attorney # 39,142, a collections attorney with the law firm HindmanSanchez P.C., demands payment of \$540.00
7/15/10	L07009	Late Charge	-\$20.00	-\$560.00	
7/30/10	WR-OFF	Bad Debt for \$0 Bal	\$100.99	-\$459.01	The "Status Letter" fee of 10/20/2006 and associated late charges, which Michael Weiss testified had been waived sometime in 2008 or 2009, is finally credited to my account, after four demands for payment of this fee in 2010.
8/01/10	C08065	Assessment	-\$161.00	-\$620.01	
8/01/10	C08066	Special Assessment	-\$74.00	-\$694.01	

DATE	REF	DESCRIPTION	AMOUNT	BALANCE	
8/04/10	181276	Payment	\$74.00	-\$620.01	
8/04/10	181278	Payment	\$161.00	-\$459.01	
8/06/10				-\$459.01	Heather Hartung demands payment of \$724.01
8/15/10	L08009	Late Charge	-\$20.00	-\$479.01	
8/25/10				-\$479.01	Lawsuit filed: Robert Racansky vs. HindmanSanchez PC, Jefferson County Colorado District Court case # 2010 CV 4032. The demands for payment of money not owed stop.
9/01/10	082310	Reimbursed Legal	-\$30.00	-\$509.01	Total legal charges since 09/09/08 = \$7,975.84
9/01/10	C09065	Assessment	-\$161.00	-\$670.01	
9/01/10	C09066	Special Assessment	-\$74.00	-\$744.01	
9/07/10	612194	Payment	\$74.00	-\$670.01	
9/07/10	612196	Payment	\$161.00	-\$509.01	
9/15/10	L09007	Late Charge	-\$20.00	-\$529.01	
10/01/10	C10065	Assessment	-\$161.00	-\$690.01	
10/01/10	C10066	Special Assessment	-\$74.00	-\$764.01	
10/08/10	911803	Payment	\$74.00	-\$690.01	
10/08/10	911085	Payment	\$161.00	-\$529.01	
10/15/10	L10006	Late Charge	-\$20.00	-\$549.01	
11/01/10	C11065	Assessment	-\$161.00	-\$710.01	
11/01/10	C11066	Special Assessment	-\$74.00	-\$784.01	
11/04/10	207401	Payment	\$74.00	-\$710.01	
11/04/10	207403	Payment	\$161.00	-\$549.01	
11/15/10	L11005	Late Charge	-\$20.00	-\$569.01	
12/01/10	C12065	Assessment	-\$161.00	-\$730.01	
		Special			
12/01/10	C12066	Assessment	-\$74.00	-\$804.01	
12/07/10	513205	Payment	\$74.00	-\$730.01	
12/07/10	513207	Payment	\$161.00	-\$569.01	
12/15/10	L12005	Late Charge	-\$20.00	-\$589.01	

DATE	REF	DESCRIPTION	AMOUNT	BALANCE	
1/01/11	C01064	Assessment	-\$163.74	-\$752.75	
		Special			
1/01/11	C01065	Assessment	-\$74.00	-\$826.75	
1/06/11	747900	Payment	\$74.00	-\$752.75	
1/06/11	747903	Payment	\$163.74	-\$589.01	
1/15/11	L01010	Late Charge	-\$20.00	-\$609.01	
2/01/11	C02064	Assessment	-\$163.74	-\$772.75	
		Special			
2/01/11	C02065	Assessment	-\$74.00	-\$846.75	
2/04/11	349202	Payment	\$74.00	-\$772.75	
2/04/11	349204	Payment	\$163.74	-\$609.01	
2/15/11	L02008	Late Charge	-\$20.00	-\$629.01	
3/01/11	C03064	Assessment	-\$163.74	-\$792.75	
		Special			
3/01/11	C03065	Assessment	-\$74.00	-\$866.75	
3/04/11	633346	Payment	\$74.00	-\$792.75	
3/04/11	633348	Payment	\$163.74	-\$629.01	
3/15/11	ADJBAL	Waive/Adj Balance	\$629.01	\$0.00	unexplained credi
4/01/11	C04064	Assessment	-\$163.74	-\$163.74	
		Special			
4/01/11	C04065	Assessment	-\$74.00	-\$237.74	
4/07/11	258554	Payment	\$74.00	-\$163.74	
4/07/11	258557	Payment	\$163.74	\$0.00	
5/01/11	C05064	Assessment	-\$163.74	-\$163.74	
		Special			
5/01/11	C05065	Assessment	-\$74.00	-\$237.74	
5/06/11	403584	Payment	\$74.00	-\$163.74	
5/06/11	403587	Payment	\$163.74	\$0.00	
6/01/11	C06064	Assessment	-\$163.74	-\$163.74	
		Special			
6/01/11	C06065	Assessment	-\$74.00	-\$237.74	
6/07/11	167262	Payment	\$74.00	-\$163.74	
6/07/11	167264	Payment	\$163.74	\$0.00	
6/28/11				\$0.00	
7/01/11	C07064	Assessment	-\$163.74	-\$163.74	
		Special			
7/01/11	C07065	Assessment	-\$74.00	-\$237.74	
7/08/11	761202	Payment	\$74.00	-\$163.74	
7/08/11	761205	Payment	\$163.74	\$0.00	
8/01/11	C08064	Assessment	-\$163.74	-\$163.74	
_,		Special			
8/01/11	C08065	Assessment	-\$74.00	-\$237.74	
8/05/11	222932	Payment	\$74.00	-\$163.74	
8/05/11	222934	Payment	\$163.74	\$0.00	

DATE	REF	DESCRIPTION	AMOUNT	BALANCE	
8/23/11				\$0.00	Trial of Robert Racansky v HindmanSanchez P.C., Jefferson County Colorado Court case # 2010 CV 110. Judge Lily Oeffler, Colorado attorney # 22,789, enters judgment in favor of the Plaintiff for \$224.00. Per Judge Oeffler, there was a "technical violation" of the FDCPA by the Defendant, but "no willfull, wanton, or malicious violation" by HindmanSanchez. The law firm's defense was that they were relying on information provided to them by the Madison Hill H.O.A. corporation.
9/01/11	C09064	Assessment	-\$163.74	-\$163.74	
0/01/11	COOOCE	Special	¢74.00	#227.74	
9/01/11 9/06/11	C09065 685585	Assessment	-\$74.00 \$74.00	-\$237.74 -\$163.74	
9/06/11	685587	Payment Payment	\$163.74	\$0.00	
10/01/11	C10064	Assessment	-\$163.74	-\$163.74	
10/01/11	C10001	Special	Ψ103.71	φ103.71	
10/01/11	C10065	Assessment	-\$74.00	-\$237.74	
10/06/11	972795	Payment	\$74.00	-\$163.74	
10/06/11	972797	Payment	\$163.74	\$0.00	
10/26/11				\$0.00	"The Court find any award of costs and attorney's fees [to the Plaintiff] to be without merit". Judge Lily Oeffler, Colorado attorney # 22,789, orders the prevailing Plaintiff to pay the Defendant's court costs of \$349.50. Net award to the Defendant is \$125.50. Robert Racansky v HindmanSanchez P.C., Jefferson Count Colorado District Court Case # 2010 CV 110
11/01/11	C11064	Assessment	-\$163.74	-\$163.74	
		Special			
11/01/11	C11065	Assessment	-\$74.00	-\$237.74	
11/08/11	723746	Payment	\$74.00	-\$163.74	
11/08/11	723748	Payment	\$163.74	\$0.00	
12/01/11	C12064	Assessment Special	-\$163.74	-\$163.74	
12/01/11	C12065	Assessment	-\$74.00	-\$237.74	
12/06/11	214312	Payment	\$74.00	-\$163.74	
12/06/11	214314	Payment	\$163.74	\$0.00	
12/09/11	439756	Payment	\$125.50	\$125.50	For some reason, my payment of \$125.50 to HindmanSanchez P.C. was credited to my account with Madison Hill H.O.A. Inc. I was not aware of this until February 2014.

DATE	REF	DESCRIPTION	AMOUNT	BALANCE	
1/01/12	C01064	Assessment	-\$163.74	-\$38.24	
		Special			
1/01/12	C01065	Assessment	-\$74.00	-\$112.24	
1/04/12	385953	Payment	\$74.00	-\$38.24	
1/06/12	586821	Payment	\$163.74	\$125.50	
2/01/12	C02064	Assessment	-\$163.74	-\$38.24	
_ ,_ , , , _		Special			
2/01/12	C02065	Assessment	-\$74.00	-\$112.24	
2/06/12	402965	Payment	\$74.00	-\$38.24	
2/06/12	402967	Payment	\$163.74	\$125.50	
3/01/12	C03063	Assessment	-\$163.74	-\$38.24	
2/01/12	C03064	Special	¢74.00	¢112 24	
3/01/12 3/08/12	916153	Assessment	-\$74.00 \$74.00	-\$112.24 -\$38.24	
		Payment	\$163.74		
3/08/12 4/01/12	916155 C04063	Payment	-\$163.74	\$125.50	
4/01/12	C04003	Assessment Special	-\$103.74	-\$38.24	
4/01/12	C04064	Assessment	-\$74.00	-\$112.24	
4/05/12	385253	Payment	\$74.00	-\$38.24	
4/05/12	385255	Payment	\$163.74	\$125.50	
5/01/12	C05063	Assessment	-\$163.74	-\$38.24	
3,01,12	000000	Special	Ψ20317 1	φσσιΣ :	
5/01/12	C05064	Assessment	-\$74.00	-\$112.24	
5/08/12	314014	Payment	\$74.00	-\$38.24	
5/08/12	314016	Payment	\$163.74	\$125.50	
6/01/12	C06063	Assessment	-\$163.74	-\$38.24	
		Special			
6/01/12	C06064	Assessment	-\$74.00	-\$112.24	
6/06/12	991762	Payment	\$74.00	-\$38.24	
6/06/12	991764	Payment	\$163.74	\$125.50	
6/11/12	756490	Payment	\$45.00	\$170.50	This was a check made out to L.C.M. Property Management Inc. for copies of the "Covenants, by-laws, articles of incorporation, rules and regulations, and architectural guidelines of Madison Hill H.O.A. Inc." Rather than provide me with those documents, the Madison Hill H.O.A. corporation applied that check to my assessments ("H.O.A. dues").
7/01/12	C07063	Assessment	-\$163.74	\$6.76	
, , _		Special	,	1	
7/01/12	C07064	Assessment	-\$74.00	-\$67.24	
7/05/12	281799	Payment	\$74.00	\$6.76	
7/05/12	281801	Payment	\$163.74	\$170.50	

DATE	REF	DESCRIPTION	AMOUNT	BALANCE
8/01/12	C08063	Assessment	-\$163.74	\$6.76
		Special		
8/01/12	C08064	Assessment	-\$74.00	-\$67.24
8/07/12	175165	Payment	\$74.00	\$6.76
8/07/12	175167	Payment	\$163.74	\$170.50
9/01/12	C09063	Assessment	-\$163.74	\$6.76
		Special		
9/01/12	C09064	Assessment	-\$74.00	-\$67.24
9/07/12	658208	Payment	\$74.00	\$6.76
9/07/12	658210	Payment	\$163.74	\$170.50
10/01/12	C10063	Assessment	\$163.74	\$334.24
		Special		
10/01/12	C11064	Assessment	\$74.00	\$408.24
10/04/12	361098	Payment	-\$74.00	\$334.24
10/04/12	361100	Payment	-\$163.74	\$170.50
11/01/12	C11063	Assessment	-\$163.74	\$6.76
		Special		
11/01/12	C11064	Assessment	-\$74.00	-\$67.24
11/07/12	955365	Payment	\$74.00	\$6.76
11/07/12	955367	Payment	\$163.74	\$170.50
12/01/12	C12063	Assessment	-\$163.74	\$6.76
		Special		
12/01/12	C12064	Assessment	-\$74.00	-\$67.24
12/05/12	237651	Payment	\$74.00	\$6.76
12/05/12	237653	Payment	\$163.74	\$170.50

DATE	REF	DESCRIPTION	AMOUNT	BALANCE	
1/01/13	C01062	Assessment	-\$172.11	-\$1.61	
		Special			
1/01/13	C01063	Assessment	-\$74.00	-\$75.61	
1/07/13	657270	Payment	\$74.00	-\$1.61	
1/07/13	657272	Payment	\$169.96	\$168.35	\$169.96 was paid instead of \$172.11. Once I discovered this
1/14/13	758450	Payment	\$2.15	\$170.50	error, I paid the difference of \$2.15
2/01/13	C02062	Assessment	-\$172.11	-\$1.61	
		Special			
2/01/13	C02063	Assessment	-\$74.00	-\$75.61	
2/11/13	427666	Payment	\$74.00	-\$1.61	
2/11/13	427668	Payment	\$172.11	\$170.50	
3/01/13	C03061	Assessment	-\$172.11	-\$1.61	
		Special			
3/01/13	C03062	Assessment	-\$74.00	-\$75.61	
3/12/13	744008	Payment	\$172.11	\$96.50	
4/01/13	C04061	Assessment	-\$172.11	-\$75.61	
		Special			
4/01/13	C04062	Assessment	-\$74.00	-\$149.61	
4/04/13	932965	Payment	\$74.00	-\$75.61	
4/09/13	260160	Payment	\$74.00	-\$1.61	The Special Assessment for March 2013 was not paid for reasons unknown.
4/09/13	260161	Payment	\$172.11	\$170.50	
4/10/13	619563	Payment	\$20.00	\$190.50	Late fee for the Special Assessment for March 2013.
5/01/13	C05061	Assessment	-\$172.11	\$18.39	
		Special		<u> </u>	
5/01/13	C05062	Assessment	-\$74.00	-\$55.61	
5/07/13	775242	Payment	\$74.00	\$18.39	
5/07/13	775243	Payment	\$172.11	\$190.50	
6/01/13	10	Assessment	-\$172.11	\$18.39	
		Special			
6/01/13	90	Assessment	-\$74.00	-\$55.61	
6/06/13		Payment	\$172.11	\$116.50	
6/06/13		Payment	\$74.00	\$190.50	
7/01/13	10	Assessment	-\$172.11	\$18.39	
- 10 1 11 0		Special		.==	
7/01/13	90	Assessment	-\$74.00	-\$55.61	
7/09/13		Payment	\$172.11	\$116.50	
7/09/13	4.0	Payment	\$74.00	\$190.50	
8/01/13	10	Assessment	-\$172.11	\$18.39	
0/01/12	00	Special	±74.00	# EE 6 1	
8/01/13	90	Assessment	-\$74.00	-\$55.61	
8/16/13		Payment	\$172.11	\$116.50	
8/16/13		Payment	\$74.00	\$190.50	

DATE	REF	DESCRIPTION	AMOUNT	BALANCE	
9/01/13	10	Assessment	-\$172.11	\$18.39	
		Special			
9/01/13	90	Assessment	-\$74.00	-\$55.61	
9/06/13		Payment	\$172.11	\$116.50	
9/06/13		Payment	\$74.00	\$190.50	
10/01/13	10	Assessment	-\$172.11	\$18.39	
		Special			
10/01/13	90	Assessment	-\$74.00	-\$55.61	
10/16/13		Payment	\$172.11	\$116.50	Payments sent to Treasurer of
10/16/13		Payment	\$74.00	\$190.50	Madison Hill H.O.A. Inc.
11/01/13	10	Assessment	-\$172.11	\$18.39	MADISON HILL H.O.A. INC.
		Special			REFUSES TO ACCEPT
11/01/13	90	Assessment	-\$74.00	-\$55.61	PAYMENTS
11/15/13	LC	Late Charge	-\$20.00	-\$75.61	
12/01/13	10	Assessment	-\$172.11	-\$247.72	MADISON HILL H.O.A. INC.
		Special			REFUSES TO ACCEPT
12/01/13	90	Assessment	-\$74.00	-\$321.72	PAYMENTS
12/01/13	LI	Late Interest	-\$0.28	-\$322.00	
12/15/13	LC	Late Charge	-\$20.00	-\$342.00	

DATE	REF	DESCRIPTION	AMOUNT	BALANCE	
1/01/14	10	Assessment	-\$175.74	-\$517.74	MADISON HILL H.O.A. INC.
		Special			REFUSES TO ACCEPT
1/01/14	90	Assessment	-\$74.00	-\$591.74	PAYMENTS
1/01/14	LI	Late Interest	-\$1.61	-\$593.35	
1/15/14	LC	Late Charge	-\$20.00	-\$613.35	
2/01/14	10	Assessment	-\$175.74	-\$789.09	MADISON HILL H.O.A. INC.
		Special			REFUSES TO ACCEPT
2/01/14	90	Assessment	-\$74.00	-\$863.09	PAYMENTS
2/01/14	LI	Late Interest	-\$2.96	-\$866.05	
2/15/14	LC	Late Charge	-\$20.00	-\$886.05	
3/01/14	10	Assessment	-\$175.74	-\$1,061.79	MADISON HILL H.O.A. INC.
		Special			REFUSES TO ACCEPT
3/01/14	90	Assessment	-\$74.00	-\$1,135.79	PAYMENTS
3/01/14	LI	Late Interest	-\$4.32	-\$1,140.11	
3/11/14				-\$1,140.11	Neal J. Varoz , Colorado attorney # 42,496, a collections attorney with the law firm HindmanSanchez P.C., prepares a \$1,435.10 lien against my property.
3/15/14	LC	Late Charge	-\$20.00	-\$1,160.11	
4/01/14	10	Assessment	-\$175.74	-\$1,335.85	MADISON HILL H.O.A. INC.
4/01/14	90	Special Assessment	-\$74.00	-\$1,409.85	REFUSES TO ACCEPT PAYMENTS
4/01/14	LI	Late Interest	-\$5.68	-\$1,415.53	
4/15/14	LC	Late Charge	-\$20.00	-\$1,435.53	

DATE	REF	DESCRIPTION	AMOUNT	BALANCE	
4/23/14				-\$1,435.53	Neal J. Varoz , Colorado attorney # 42,496, a collections attorney with the law firm HindmanSanchez P.C., files a \$1,435.10 lien against my property in Jefferson County, Colorado.
5/1/14	10	Assessment	-\$175.74	-\$1,611.27	MADISON HILL H.O.A. INC.
5/1/14	90	Special Assessment	-\$74.00	-\$1,685.27	REFUSES TO ACCEPT PAYMENTS
5/1/14	LI	Late Interest	-\$7.05	-\$1,692.32	
5/12/14				-\$1,692.32	Neal J. Valorz, Colorado attorney # 42,496, a collections attorney with the law firm HindmanSanchez P.C., demands payment of \$2,065.23. The demand letter states that my "assessment fees are presently in arrears in the amount of \$1,780.23 through May 12, 2014, plus attorney fees of \$285.00 for a total amount due of \$2,065.23", and threatens to sue me if I do not pay. The letter is post-marked May 14, 2014.
5/15/14	LC	Late Charge	-\$20.00	-\$1,712.32	
6/1/14	10	Assessment	-\$172.11	-\$1,884.43	MADISON HILL H.O.A. INC.
6/1/14	90	Special Assessment	-\$74.00	-\$1,958.43	REFUSES TO ACCEPT PAYMENTS
6/1/14	LI	Late Interest	-8.43	-\$1,966.86	
6/15/14	LC	Late Charge	-\$20.00	-\$1,986.86	

- 1. The Madison Hill H.O.A. corporation's ledgers denote charges and arrears as a positive number, and payments and credits as a negative number with a "-" sign. I do the opposite.
- 2. There are some very minor inconsistencies in the ledger sent to me in February 05 2014 and a letter sent to me on February 24 2014.
- 3 The letter sent to me on February 24 2014 shows an account balance of -\$1,135.79 for March 01 2014. Amounts after that in **grey text** are calculated, and may be off by a cent or two due to rounding error when calculating the "Late Interest" charges.

ATTACHMENT D The Priority Of Payments Scam

Madison Hill H.O.A. Inc. – like many H.O.A. corporations around the country – uses an accounting system known as the "application of payments" or "priority of payments". The primary purpose of this perfectly legal accounting scam is to artificially create and inflate delinquencies, and to ensure that the industry's lawyers are provided with a steady income.



The law says if your H.O.A. gives you a fine and you don't pay it, your homeowners association *cannot* sell your house. They can only foreclose if you're behind on *dues*.

But some H.O.A.s are getting *around* the law, by reassigning payments. You pay your *dues*, but *instead* the association applies that money to *fines*. That way, the fine is paid whether you agree with it or not, and the H.O.A. can still threaten to sell your house.

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Senator Carona [John Carona, Republican – Dallas] says he will oppose *any* effort to ban H.O.A.s from reapplying your payments.

- Chris Coffey. Fox-7 News (Austin, Texas). "HOA News Austin, Texas" uploaded to YouTube by Kenny Dee on November 28, 2006.

www.youtube.com/watch?v=d1jz4OuJZcQ at 5 min. 35 sec.

Keep this in mind whenever any representative from the H.O.A. industry talks about "delinquent assessments" or "unpaid assessments". They may be conflating "assessments" ("H.O.A. dues") with "fines" and "fees" – **including attorney fees** – and doing so deliberately to slander a homeowner as a "delinquent" who is "harming his neighbors" by "not paying his fair share". These accounting methods do not benefit the home owners. Artificially inflating the rate of delinquencies makes it harder for potential buyers to secure a loan – and therefore makes it harder for home owners to sell – properties governed by an H.O.A. corporation.

In Colorado, the *Denver Post* reported the story of Val Ford and Ann Thomas, a couple in their 70s. The Southcreek Townhomes H.O.A. corporation "foreclosed on their home because of \$9,000 in unpaid fines and penalties".



Val Ford and his wife, Ann Thomas, have had escalating problems with their HOA. Now the organization has foreclosed on their home because of \$9,000 in unpaid fines and penalties. Joe Amon, The Denver Post

The HOA, which charges dues of \$240 a year, has amassed \$9,000 in fines and late fees against the ailing couple in a nine-year battle that started with a misplaced trash can that Ford used to collect debris from a nearby community mailbox.

. . .

In late 2010, before his wife's surgery for breast cancer, the HOA won a court order allowing it to garnish their bank fund. The HOA took all the money the couple had saved for the surgery, almost delaying it, Ford said.

- Aldo Svaldi. "HOA Horror Stories Prompt Industry Group To Ask Colorado To Regulate HOA Managers". *Denver Post*. February 13, 2012.

\$240 per year x 9 years = \$2,160. The "\$9,000 in fines and fees" were four times greater than the amount of assessments ("H.O.A. dues") due during that time period. The *Denver Post* story does not mention how much of that \$9,000 was for attorney fees, but based on my own experience, I would guess that most of it was.

The "Policy And Procedure For Collection Of Unpaid Assessments" of the Madison Hill H.O.A. corporation (effective January 01, 2006 and amended May 19, 2008) states

It is in the best interest of the Association to refer delinquent accounts promptly to an attorney for collections so as to minimize the Association's loss of assessment revenue. The Board of Directors has retained an attorney with experience in representing homeowner associations in collections and other matters. The Association hereby gives notice of its adoption of the following policies and procedures for the collection of assessments and other charges of the Association:

- 5. Attorney Fees on Delinquent Accounts. As an additional expense permitted under the Declaration and by Colorado law, the Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner. The reasonable attorney fees incurred by the Association shall be due and payable immediately when incurred, upon demand.
- 6. Application of Payments. All sums collected on a delinquent account shall be remitted to the Association's attorney until the account is current. All payments received on account of any Owner or by the Owner's property (hereinafter collectively "Owner"), shall be applied to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late charges, returned check charges, lien fees, and other costs owing or incurred with respect to such Owner pursuant to the Declaration, Articles, Bylaws, Rules and Regulations or this Resolution, prior to the application of the payment to any special or regular assessments due or to become due with respect to ssuch Owner.

and that

13. Referral of Delinquent Accounts To Attorneys. Upon referral to the Association's attorney, the attorney shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. The attorney, in consultation with the Association's manager, is authorized to take whatever action is necessary and determined to be in the best interests of the Association,

Upon referral of any matter to the Association's attorney, the Association shall pay the attorney's usual and customary charges as well as any costs incurred by the attorney on the Association's behalf, promptly upon receipt of the monthly invoice from the attorney.

On August 31 2009, the first day of the trial of *Madison Hill H.O.A. Inc. v Robert Racansky*, **the Madison Hill H.O.A. corporation had no idea how much it was actually suing me for**. Jonah Galen Hunt, *Esquire*, Colorado attorney # 34,379, told the jury

"That Madison Hill through today is owed \$2,022.85 for these unpaid assessments as well as late fees and any interests."

Of course, this was not true. I had paid my assessments. I was being sued for the attorney fees and the late fees I had disputed.

During a break, when the jury had left the court room, Judge Tammy Greene told the plaintiff's attorney that

JUDGE GREENE: Mr. Hunt, go ahead. All right. In looking at exhibits 3 and 4 it does appear, having said that, that you are almost done with your case, but it doesn't appear that you have provided the jury with the number you would be asking for, which is in my understanding 2,000.

JONAH HUNT: And \$22. Mr. Weiss testified to that.

JUDGE GREENE: \$2285 minus attorney's fees.

JONAH HUNT: The principal amount referenced in the last page of exhibit 4 is \$2,022 and that's what Mr. Weiss testified to.

JUDGE GREENE: Well, I don't understand that because are you, I see where you're adding attorneys fees.

JONAH HUNT: That number is based on the allocation of payments. So the payment, the attorney fees on this exhibit are \$175 remaining in the balance. So, I mean, if you were to add up all of the assessments, all of the late fees, all of the interest, all of the attorney fees, and **take the payments that Mr. Racansky made and apply them first to attorney fees**, according to the –

JUDGE GREENE: Right. **That's not how I directed that you needed to do it.** You need to add up assessments, late fees, interests.

JONAH HUNT: So you want a total for all of the different categories of assessments?

JUDGE GREENE: Right.

JONAH HUNT: And fees and costs?

JUDGE GREENE: Right. I don't care how you allocated it.

JONAH HUNT: Uh-huh.

JUDGE GREENE: I still haven't determined that the amount you allocated was

reasonable.

JONAH HUNT: Okay.

JUDGE GREENE: And that's why we have to remove the attorney's fees from

the equation.

JONAH HUNT: Okay. So then we need to add the attorney's fees up and then

subtract the balance that I testified to?

JUDGE GREENE: Essentially.

IONAH HUNT: If that's what usual -

JUDGE GREENE: I think that's right. Yeah. Unless there is some, that would be my understanding because when you're adding in attorney's fees, no matter how you

allocate it, you're adding, you're increasing the balance, correct?

JONAH HUNT: Correct. I mean, Your Honor, again **without the application of payments**, without being able to introduce that to the jury it becomes very prejudicial because then **it appears that the lawsuit is just over late fees and**

interest.

JUDGE GREENE: No, you well –

JONAH HUNT: And that wasn't the case.

JUDGE GREENE: But you showed how you applied it. That doesn't mean I'm going to tell the jury you properly applied it or that you applied the proper amount.

JONAH HUNT: What if we did this, what if we calculated the principal, meaning late fees and assessments, calculate out the attorney's fees, we'll calculate out the payments.

JUDGE GREENE: That's it.

JONAH HUNT: And then we make the application pursuant to the evidence.

JUDGE GREENE: No. You're not, they're not applying attorney's fees. That's a separate issue. Are you telling me that if you take all of the assessments, the late fees and interests against the debt payments, that's going to be less than –

ROBERT RACANSKY: Yes.

JONAH HUNT: There will be additional amounts because of the late fees, but the amount will be nominal.

JUDGE GREENE: Right. The amount is going to be nominal.

JONAH HUNT: And the problem is, the problem in this case is exactly that. The Defendant is attempting to – that they wait until they get sued then they send in the payment and say, I don't owe anything. They only pay the assessment which is precisely what the policy is.

JUDGE GREENE: Right. But that's why you have to argue that it never got to a zero balance. That his, he never got that number. You're not just asking for attorney's fees here, you're asking for an amount, correct?

IONAH HUNT: Correct.

JUDGE GREENE: And attorney's fees were reasonably incurred, which your Exhibit 4 shows. There was a demand letter, there was a – you got all of that in. But you still have to get, you still have to give the jury the number without attorney's fees in it.

JONAH HUNT: Right. **And our number is that \$2,000 figure.** I mean, I understand your concern.

JUDGE GREENE: No. That has attorney's fees in it.

JONAH HUNT: No, that doesn't.

MICHAEL WEISS: The attorneys fees have been paid.

JONAH HUNT: The application of payments -

JUDGE GREENE: That has some attorney's fees in it.

MICHAEL WEISS: But the application of the payments, if we have \$2,000, if we added everything up and had \$2,000 in assessments, you understand that as to what you're stating, and the \$500 in legal fees, so we have \$2,400 and the owner owes \$2,500, right. And he made a \$400 payment. Okay. So since the policy says apply payments to the legal fees first, so that \$400 is applied to the \$500 category of legal fees, which leaves \$100 in legal fees, right?

JUDGE GREENE: Uh-huh.

MICHAEL WEISS: And there is nothing left over from that payment to apply to the assessments and that's what that ledger represents.

JUDGE GREENE: Exactly. And that's what your whole argument is, that because you legitimately incurred expenses that he never – well, what's your argument?

Jonah Hunt continued with his attempts to weasel out of the judge's instructions, by offering some type of "compromise" "solution".

JUDGE GREENE: No, that's not it. No, it's not subject to an award by a jury. And this is what I said at the very beginning is that I decide the costs. Attorneys fees are to be considered costs not damages. The award by the jury is the damages which is the assessment, the interest, and the late fees. If they determine that any amount is owing then you are the prevailing party and then attorney's fees will be determined by the Court, the reasonable amount of attorney's fees.

After the plaintiff's attorney stopped protesting (temporarily) and finally acquiesced to the judge's instructions to not include attorneys fees, Judge Greene told them

"All right. So we'll take a break and let you guys do the math."

After the mid-day recess, Jonah Hunt told Judge Greene that

"We're struggling to separate out these amounts."

"I understand your reservation for not introducing the attorney's fees here, again, we think it's highly prejudicial if we're forced to bifurcate out the amounts when you take into account all of the payments. Because again it makes the Association look as though they're being unreasonable by filing a lawsuit over relatively small amounts when that wasn't the case."

More than halfway through the first day of the trial, the attorney and business manager of the Madison Hill H.O.A. corporation were "*struggling*" to figure out how much they believed I owed them. At the very end of the first day, the plaintiff's attorney told the judge that

"It's like \$385 or something."

The next day, they had decided that \$386.49 was the appropriate amount to claim as "damages" for late fees. Unless the late fees are paid to the management company, they're simply artificial accounting artifacts, and **the "damage" to the H.O.A. corporation was done by its board of directors who failed to – and continue to fail to – exercise any oversight over their business manager and collections attorneys.** No rational business would spend nearly \$8,000 to collect nearly \$400 in artificial accounting artifacts. But since the board of directors of Madison Hill H.O.A. Inc. were – and still are – spending other people's money, they had no incentive to control their legal costs.

As explained in more detail elsewhere, the jury awarded the plaintiff \$386.49 in "damages". The H.O.A. corporation's attorney claimed that his client incurred \$7,992.10 in attorney fees and costs. Judge Greene awarded the plaintiff \$6,600 in attorney fees and costs, noting that

"The Court. . .finds that there was a charge for attorney time which was for clerical work, that there was a charge for consultation between attorneys and that the total time spent on trial preparation was slightly excessive and duplicative."

The *net loss* to the Madison Hill H.O.A. corporation was \$1,005.61.

And to this day, the board of directors believes that "It is in the best interest of the Association to refer delinquent accounts promptly to an attorney", even though every time they have referred my account to their attorney, it has resulted in a net loss of revenue to the Madison Hill H.O.A. corporation.

ATTACHMENT E

The following is from an interview with Benjamin Barton, a law professor at the University of Tennessee, about his book *The Lawyer-Judge Bias In The American Legal System* (2010). The video, "PJTV: Bias! The Case Against Lawyers And Judges", was posted to YouTube on January 27 2011 by PJ Media, and is available at www.youtube.com/watch?v=Hbs_3lePAjE

BENJAMIN BARTON [08:25]: A lot of state consumer protection statutes, lawyers have been carved out of them, even though they're facially neutral. They just say "anybody who's in business" or something of that nature.

GLENN REYNOLDS [08:35] : And then the courts say, "Except lawyers".

BENJAMIN BARTON [08:37]: Well no, they don't say that. They do. They say a bunch of different things. But my favorite thing they say is "Law isn't a business. How could we be confused to think that these lawyers are in business?"

GLENN REYNOLDS [08:48]: We're more like saints, really.

BENJAMIN BARTON [08:50] : Right, exactly.

GLENN REYNOLDS [08:52]: My favorite example is what happened to all the people in the Enron affair. Because the accountants get in trouble. They go out of business. Some of them go to jail. Of course the people at Enron... But who basically skates away with almost no penalties? The lawyers. How does that happen?

BENJAMIN BARTON [09:08]: This was one of the ways I tried to tie up and end the book. I wanted to show where the rubber hits the road. And the Enron thing is just a perfect example of that. Arthur Anderson is this ongoing concern that employs thousands of people all over the world, and has existed for almost a hundred years at the time Enron happened, and it's just demolished overnight. Obviously Enron is completely destroyed. A bunch of people at Arthur Anderson and Enron end up serving prison time or facing criminal charges. And yet the two main law firms that worked for Enron, and the in-house people, and the lawyer at Arthur Anderson – all of whom were very complicit in all of the various things that went on – all of them basically skated. The law firms paid a small – depending on how you look at it – they paid a lot less than they earned from Enron back in a penalty, which to me is small. And none of them got disbarred. None of them spent any time in jail. They paid a fine and moved on.

GLENN REYNOLDS [10:05]: So what do we do about all of this? I guess one thing you do is talk about it. And sensitize judges and people. Because apparently while lay people know this, the legal profession doesn't. Beyond that, what do you do? Do we get non-lawyer judges? We've had that in the United States. They have that in Germany, in some cases. Do we specially train judges so they think of themselves as something *other* than lawyers? Or what do you think we should do?

BENJAMIN BARTON [10:30]: Yeah. So I have a sort of solutions thing at the end of the book. The best thing I think is sunshine is a good disinfectant. Drawing attention to this. I'm trying to make people see it. Hopefully that will affect the judiciary and how they act. But aside from that, all of those things are super-interesting. There's a blind spot here. People feel as if it's pre-ordained and it's always been that all of the judges are former lawyers and how could you do anything else. But in fact that's not historically accurate. In fact there's no requirement that members of the Supreme Court have to be lawyers. Even right now they could appoint a non-lawyer.

GLENN REYNOLDS [11:04] : Under the Reagan administration they actually looked at appointing Thomas Sowell, and did some research on that, but decided politically it wouldn't fly.

BENJAMIN BARTON [11:12]: But yeah. That would certainly help. And especially we were talking about the complexity issue. Complexity is a *huge* benefit to lawyers. The more complex the system is, the more likely it is you're going to hire a lawyer. Not only that, but you really need a good lawyer, because it's so complicated that you can get a bad lawyer and they can really screw it up. Presumably if you had non-lawyers [*as judges*]... The argument against non-lawyers is that it is so complicated. But that's sort of a humorous backwards argument, right? You can hire non-lawyers and maybe the first thing that they would do is try and make it a lot easier and more straightforward and simple. Of course that may explain why it's not going to happen. You're not going to see lawyers and judges giving up that power anytime soon. [11:48]

