

July 16, 2016

The West Fork Village O.A., Inc. Executive Board is pleased to share with you a brief overview of some of the accomplishments from the past year:

Accomplishment	Background	Actions Taken
<p>RESERVE CONTRIBUTIONS</p>	<p>Historically, reserve contributions to the Association reserve fund have been sporadic and limited to the funds which remain after payment of all outstanding debt obligations each month. While this approach has been sufficient for the last 13 years, as the community ages and maintenance costs increase, it becomes increasingly important that reserve funds are regularly and intentionally increased to ensure that the required maintenance and repair needs can be completed.</p>	<p>Based upon the recommendation of the 2016 Reserve Study and in collaboration with the Association's CPA, 10% of the Association's total gross revenue is now strictly designated as a "Reserve Contribution." For FY2016, the Reserve Contribution will be approximately \$30,000.</p> <p>This contribution is now a budgeted line item and is treated as a debt obligation of the Association, meaning that reserve contributions have now been prioritized over other discretionary spending decisions of the Association to ensure the ongoing financial stability of the Association for the foreseeable future.</p>
<p>DELINQUENT ACCOUNTS REDUCUTION</p>	<p>Since the inception of the Association in 2003, a comprehensive policy addressing the procedure for managing severely delinquent owner accounts did not exist. As a result, by 2012 the outstanding accounts receivable for unpaid annual assessments was in excess of \$15,000. Of this amount, over 90% of the outstanding balance was the result of two units that owed in excess of \$6,000 each in unpaid assessments to the Association. In addition to these two accounts, the Association regularly dealt with attempting to collect monies due with no clear policy in place for doing so. In response to this issue, the Association adopted a Collections Policy in 2014 in order to provide coherent and fair guidance on the collection of monies owed by unit owners.</p>	<p>In 2015, the Executive Board developed a plan to address the issue of two severely delinquent accounts. After attempting to engage the owners of these units for a period of several months, the Executive Board voted to force the foreclosure and sale of these units in the accounts were not paid in full within six months. Through active and timely follow-up with these owners, the Association was able to provide a pathway for the payment of all monies due without the need to follow-through with foreclosure proceedings, resulting in the collection of over \$12,000 in monies owed, including all attorney and litigation fees.</p> <p>Additionally, through the guidance offered by the Collection Policy adopted in 2014, the Executive Board now actively engages unit owners with outstanding debts and is required under this new policy to discuss and vote on the option to foreclose on any unit with outstanding debts totaling \$900 (6 months dues) or more.</p>

<p>TRASH COLLECTION</p>	<p>In the past year, there have been multiple issues surrounding the Association's trash receptacles including: trash being left next to dumpsters, dumpsters being overfilled, trashing being placed in recycling bins, etc.</p>	<p>In response to this issue, the Association has increased the number of available trash dumpsters and has negotiated with our waste removal vendor, Waste Management, to allow the Association to request, "off-schedule" waste pick-ups as needed.</p> <p>Additionally, to accommodate residents who may be unable to lift the dumpster covers, each trash collection point now has the cover left open on one of the dumpsters. This has greatly reduced the instances of trash being left next to the dumpsters.</p> <p>In order to reduce the instances of trash being placed in recycle bins, signs have been posted above the bins explaining what items can be recycled and which should be placed in the trash dumpsters.</p>
<p>SECURITY ENHANCEMENTS</p>	<p>As a result of several situations involving theft and an instance of lewd behavior within the clubhouse, the decision was made in 2015 to begin installing security cameras within the clubhouse.</p>	<p>To date, security cameras have been installed within the clubhouse and all associated common elements including the pool, spas, conference room, fitness center and package pick-up areas. Since being installed, there has been a significant decline in issues surrounding the use and access of these areas and when these events have occurred, the Association has been able to rely upon the video recordings surrounding these events in order to address the issue.</p>
<p>LANDSCAPE AND SNOW REMOVAL</p>	<p>For nearly a decade, the landscape and snow removal contracts have been awarded to Alpine Gardens. As Alpine has grown, the Association has fallen from being one of their largest accounts to one of their smallest. As a result, the Association was increasingly being forced to address service issues and increasing prices.</p>	<p>After discussing these concerns with Alpine over the course of several in-depth meetings, the decision was made to terminate the contract with Alpine and award the contract to a new vendor in 2016.</p> <p>After receiving bids from all major vendors in the area, the Association voted to award the contract to All Terrain, who will be handling both landscape maintenance and snow removal this year.</p>
<p>POOL MAINTENANCE</p>	<p>Since being built, the security cover over the pool has been plagued with performance and reliability issues. Several attempts have been made to repair the cover and numerous discussions have been had regarding the feasibility of replacing the cover.</p>	<p>In November 2015, the pool cover failed again and after extensive discussions with various contractors about the best solution to the problem, it was determined that despite the many issues with the design and reliability of the current cover, repair versus replacement was the only option.</p>

**RESOLUTION
REDACTIONS**

In 2011, the decision was made by the Executive Board to begin adopting and enforcing “Resolutions” as a means by which the Executive Board could more clearly define various elements of the Association’s governing documents. While the intent of these resolutions was admirable at the time, their use raised concerns about their ability to create *de facto* governing regulations that either misinterpreted or disregarded the founding governing documents of the Association or undermined the right of owners to actively participate in the governing process of the Association.

What is more, several Resolutions which were adopted in good faith were later determined to be in violation of state laws, such as the Resolution limiting the owner/renter ratio to 50%.

In response to the concern surrounding the use of Resolutions to define policy, the Executive Board began the process of first attempting to define what a Resolution ought to be, and when, if ever, their use was warranted.

After careful review of this matter, it was unanimously agreed that:

- While Resolutions might have merit in some instances, the decision to utilize a Resolution should be limited to instances where an immediate clarification of existing governing documents is required in order to protect the interests of the Association as a whole and;
- Resolutions, no matter the context of their use, cannot violate or unduly amend the governing documents of the Association and;
- Resolutions cannot be used, whether intentionally or otherwise, as a means to deny Association members (i.e., Owners) the right to actively participate in the governance of the Association or alter the intent of the governing documents which only Owners, and not the Executive Board, have the right to modify by majority vote.

As a result, several Resolutions were redacted by vote of the Executive Board which violated these unanimously agreed upon principles.

In addition, the Association continues to explore viable alternatives to the use of Resolutions to establish policy and is working to establish a policy governing the use of any clarifying and/or policy-making instrument going forward to ensure that Owner’s rights are protected in the future.

<p>DISPUTE RESOLUTIONS</p>	<p>Historically, the Association has played the role of mediator for disputes between residents of the community. As the community has grown, this practice has become both impractical and unsustainable.</p>	<p>In light of the growing frequency with which the Association was being asked to intervene and make decision regarding common disputes between residents, such as noise complaints, animal control issues, etc. the Association adopted the Dispute Resolution Policy in 2015. This policy sets forth guidelines by which residents can address their concerns without the need to have the Association mediate these discussions in every instance.</p> <p>Despite the implementation of this policy and the success that it has enjoyed, a great bulk of the complaints received by the Association continued to revolve around issues for which the Association has no legal right to act.</p> <p>As such, it was necessary for the Executive Board to further define the role which the Association ought to play in resolving these disputes. After careful review and discussion, it was agreed that while the Association will mediate disputes between residents in accordance with its obligations to our governing documents:</p> <ul style="list-style-type: none"> • The Association’s only recourse to documented violations of the governing documents is to levy fines and restrict common element access and; • The Association cannot and will not make determinations and or levy fines against residents when the claims being made against them are civil issues outside of the purview of the governing documents of the Association. • The Association, while having fiduciary responsibility to report violations of civil law, is not obligated to enforce civil laws.
<p>CONTRACTOR OBLIGATIONS AND PENALTIES</p>	<p>This year, during the crack seal and asphalt resurface work, the contractor became delinquent in the delivery of services. This delay resulted in residents having limited-to-no-access to the community for over one week after being told that access would be limited for only three days. Despite the delay in completion of the work, the contractor was no liable to pay any penalties.</p>	<p>Going forward, language will be included in all Association Contractor Agreements which stipulates the timeframe for all deliverables and the penalties associated with failure to do so. Vendors who refuse to accept this language may not be eligible to provide services in the future.</p>

Thank you for the opportunity to serve the West Village Community this past year!

Respectfully Submitted,

Jamison R. Walsh, President
Rosann Holman, Vice-president
Anita McAllister, Treasurer
Jan Massey, Secretary
Sandi McNeely, Voting Member
George Hekowczyk, Voting Member
Lance Lambert, Voting Member