

**West Fork Village  
HOA Meeting Minutes  
February 16, 2017**

**Board Members Present:**

Lance Lambert – President  
George Hekowczyk – Vice President  
Anita McAllister – Treasurer  
Jan Massey – Secretary  
Rosann Holman – Voting Member  
Jamison Walsh – Voting Member  
Paula Harding – Voting Member  
Travis Ryan - On-site Manager  
Jesse Moore – Owner  
Dawn Holman – Owner  
J. Stuart Yeager – Association CPA

**2016 Financial Report 00:35:** Board was presented with year-end financials including balance sheet, income statement, cash flows, reserve cash flows, accounts receivable. These reports can be seen on the WFV web site. Corrections were made to the way rent recuperation was booked by the CPA. Per CPA everything is in budget except for the garage sales. Only one of three budgeted garages were sold. Repairs were high because of the ice damming repairs on two buildings. Garage sales were down because only one garage was sold and three were budgeted to be sold. The loss in income is almost exactly what the Reserve Expenses were. The CPA stated that at the end of 2016 WFV had \$123,908 in Reserve. However, that figure is incorrect. At the end of the year, WFV had \$135,058 in Bank of the Internet Savings and \$54,456 in BBVA Compass CD. This totals \$189,514 in Reserve Accounts on 12/31/2016.

**Open Discussion 14:55: Jesse Moore** inquired about the garages for sale. It was explained to him that there is a waiting list and Travis offered to put him on that list. Rosann was going to get an informal appraisal of the value of the garages. Her real estate agent told her to talk to a builder. Rosann does not know any builders. There was discussion what ownership of a garage entailed. There are three garages budgeted to sell this year. One has been sold and closed for 2017. The second is in process of closing for 2017. **Lance** will check with Fran the realtor that handles garage sales about fair market value of the garages.

**George** could not find any mention of the number of meetings a board member is required to attend per electoral period in the By-Laws. There was discussion of developing some uncomplicated expectations of Board members.

**Garages** owned by individuals who owned no other property at WFV was discussed. Lance and Travis have discussed this with the attorney Kevin Ward and his recommendation follows:

“Obviously, I believe the intent of the association was that Dwelling Unit owners also own garages.

That would be the assumption, because who would expect to own a garage in an association without owning a dwelling unit. However, the language in the declarations runs contrary to that assumption. I think that the association would have a battle on its hands if it attempted to evict garage owners who have title to property and who are paying assessments. The authority of the association is to assess penalties, file liens, and potentially foreclose on liens. The association has no authority under the declarations to otherwise take property. The garage owners do have property rights and would likely attempt to enforce them. As a practical matter, it seems to me that buying the garage owners out is the best remedy. Of course, they would have to want to sell. To my understanding, the association does not have a great deal of funds on hand to purchase garages. My question is, are there dwelling unit owners who are anxious to purchase garages? If so, perhaps the board could work to assist with communication between garage owners and interested dwelling unit owners. I suspect that this is not the opinion the board was hoping for; but, it appears to me that the association does not have the authority to take property, nor does it have the authority to force the garage owners to sell.”

**Lance and Travis** will go back to Kevin Ward again with this issue.

**Jan** suggested that non-unit owners’ names be given to the unit owners interested in purchasing garages.

**Meeting Minutes 28:51:** January 19, 2017 meeting minutes were approved unanimously.

### **Old and New Business:**

**New Board Member 29:09 – Paula Harding** was elected by the Board as the seventh Board member and a voting member. The vote, which was by e-mail was 5 members voted yes to electing Paula and one board member did not respond to the vote.

**Decks and Handrails 30:08 –** Consensus at the January 16, 2017 meeting was to have Builder Bob seal the decks and JKL, because they had a better price do the handrails. Travis has not been able to contact JKL about doing handrails only and the Board wanted to know if Builder Bob could match the composite replacement price of JKL to do the handrails. The Board voted to have Builder Bob continue to seal the decks. No decision was made on the handrails, pending further information from JKL and Builder Bob. Travis will get the prices and answers from the two contractors and Lance said votes could be taken by e-mail. This should be voted upon at or before the March meeting so work can be scheduled for the handrails.

**Sliding Glass Doors on Corner Decks 39:50 - Sliding Glass Doors on the corner decks and middle decks –**Ninety percent of the problem is with the corner decks that are completely open. There are water stains on the siding below near the front door and by the garage window. To prevent this- remove the door, install weather proofing all around the door, including a metal drip edge on top and a metal pan below or a rubber membrane. Builder Bob said labor would cost about \$1,000.00. He said there are a lot of unknowns and it might cost more. He recommends that a new door be installed instead of using the old door. Covenant 8.1 states all exterior doors are the responsibility of the

owner. **George** recommended filling the crack with silicone, which is inexpensive and lasts about 10 years. He has done this on one of his units. **Jesse Moore** confirmed that this had been done in a similar situation in California and the silicone caulk had worked in that instance as well. GE has a silicone product with a 20/30-year warranty. **George** volunteered to do a walk-through with **Travis** to assess the extent of the problem.

**Landscape & Snow Removal Estimates for 2017/2018 47:54** – Based on the extensive research and recommendation of **Lance & Travis**, the Board by unanimous vote elected to contract with **Nero Landscape Services** for both landscape and snow removal. **Travis** needs to get estimates on the tree trimming.

**Commercial Vehicle Covenant Restriction 1:09:05**-from CC&R 15.11.7 page 26, “ The following vehicles may not be parked or stored within the Project, unless such parking or storage is within a garage or unless authorized in writing by the Executive Board of the Association: oversized vehicles, trailers, camping trailers, boat trailers, hauling trailers, boats or accessories thereto, trucks over  $\frac{3}{4}$  ton, self-contained motorized recreational vehicles, or other oversized types of vehicles or equipment as prohibited by rule or regulation. Any such oversized vehicle may be parked as a temporary expedience for loading, delivery or goods or services, or emergency. **This restriction shall not apply to trucks or other commercial vehicles temporarily located with the Project which is necessary for construction or for the maintenance of the Common Elements, Units, or any Improvement located thereon.**” **Jamison** recommended going from a size i.e.  $\frac{3}{4}$  ton restriction to a length and width restriction on vehicles. If there is a company name on the side of the Vehicle, it automatically qualifies it as a commercial vehicle. Designated parking spaces for each unit with a few exceptions are inside the garage and in the driveway. Every other space belongs to the association and is governed at the association’s discretion.

**Emergency Procedure 1:18:01**- An emergency procedure was created because there was an issue with the rental suite and the person renting could not contact Travis of Cesar. Travis said this has not happened in three and a half years. This was more a case of crossed wires than no one responding to the person renting the suite. **Travis** finally did speak to the person and offered a solution to the problem. **Lance** asked how the Board could help and recommended that the phones be forwarded to an on-call Board member on the rare occasions event neither Travis or Cesar could respond to emergency calls. This emergency procedure is more for the assistant manager than any instance where individuals are unable to contact **Travis**. **Jamison** pointed out that there is a different level of responsibility to a person renting a suite in the club house and to a Unit owner. Residents of units should call 911 if the situation warrants. Renters should always call their landlord first unless it is a 911 issue, never Travis. The clubhouse rental suites are totally the responsibility of the Association. This form is for internal use only. There should be a number for tenants of the Suites to call 24/7. **Paula** requested water shut off information and **Travis** said he would send a map.

**Anita McAllister assuming bookkeeping duties 1:52:09** – These are the bookkeeping duties charged to the Association by the CPA. This does not include the Corporate Tax Form and possibly other Taxes. **Anita** would provide this service at a rate of \$25.00 per hour. This charge would be covered by Anita's monthly Board compensation, unless her hours went over the monthly assessment equivalent. There would be an additional Quick Books Payroll Service charge of \$390.00. There is also a charge of \$2.00 per check. **Jamison** asked if we draw these duties away from the CPA will he increase what he charges for taxes, what happens if Anita is no longer on the Board or doesn't own a Unit at WFV anymore, if a Board member or owner does our bookkeeping should we have an audit done? There were no definite answers to these questions. **Anita** is confident that she would have time to complete these duties in 6 hours per month. The CPA charges \$140.00 per hour. **Rosann** was concerned about Anita being bonded. The HOA insurance covers the Board members for dishonesty up to \$250,000. The Board decided to speak to the attorney about the legality of Anita as Treasurer doing the Accounting for the Association. This includes: monthly payroll and quarterly Income statement budget vs actual, statement of cash flows, statement of cash flows-reserves, accounts receivable and balance sheet. Authorized signatures on all Association accounts are: Travis Ryan, Anita McAllister and Jan Massey. A dollar limit requiring two signatures was discussed but not determined.

### **Reports:**

**Reserve Account Update 1:33** - The association deposited \$20,000 or the \$32,072 budget amount into the reserve account at Bank of Internet.

**Unpaid Charge Summary 1:36:46** – Summary was discussed and Unit 1605 which owes \$1086.00 has a lien on it. This unit is under contract for sale and these funds should be paid to the Association at the time of sale. **Jamison** reviewed our 6-month payment plan and communications with the Association attorney. We are not stating the total amount due and the exact amount of money that must be paid every month for the next 6 months and these issues were the primary concern of the Association attorney. When Travis is contacted by a title company in the case of the sale of a unit, he needs to tell them there is a lien against the property. We can put owners on a 6-month payment plan at any time. They do not have to be 6 months behind in their dues. Voting to put someone on a 6-month payment plan is not the same as a vote for foreclosure. They must be 6 months behind in their dues to foreclose. It was recommended that a 6-month payment plan should be imposed after an owner becomes 3 months in arrears. We can also use the attorney to send a demand letter to individuals when they become delinquent in their monthly assessment. Owners who do not respond to a 6-month payment plan by missing the first payment should be turned to the attorney for a demand letter which pulls out all the stops. **Jamison** recommended having the demand letter served by a process server. The Board has the option to pursue legal action by suing an individual as opposed to trying to foreclose on that property. The existing 6-month payment plan form letter needs to be updated to include the exact amount owed and how much and when each payment is due. A copy of

the Collection policy must be included with the payment plan. **Jamison** will update the 6-month payment plan form letter. **Travis** will do a 6-month payment plan for Daniel after Jamison updates the form letter.

**Schedule of Fines & Fees 1:48:10- Travis** asked for clarification on the \$30.00 late fee. He has only been charging it for the first month that the payment was late, but now realizes that it may mean that \$30.00 should be charged for every month the payment is not received.

**Accounts Payable for January 1:50:04** – reviewed, discussed and explained.

**Travis' Accomplishments 2:08:04** -Repaired the Sauna, repaired the northwest pedestal light saving the association \$2,500.00 to replace the whole thing, researching and finding landscape and snow removal companies that can service the association, Deck Estimates, Paint RFP for handrails and Researched Products and Contractors.

### **Executive Session:**

**Result of Fine Appeal Vote for January, 2017 2:11:39** - Owner in Building 15-must pay \$30.00 late charge; Owner in Building 10 - waive \$30.00 late charge; Owner in Building 13 - waive first charge and charge 3rd and 4th=\$60.00

**Next board meetings: Thursday, March 16, 2017 at 5:00 PM; Thursday, April 20, 2017 at 5:00 PM; Thursday, May 18, 2017 at 5:00 PM; Thursday, June 15, 2017 at 5:00 PM.**

Meeting adjourned at 7:11 PM.

Respectfully submitted,  
Jan Massey, Secretary