

VILLAGE AT ELK HILLS HOA #1 BOARD MEETING AGENDA

September 02, 2020 4:00 PM

Zoom: Meeting ID: 843 330 609 Passcode: 272316

- A. Call to Order—John Nugent**
- B. Opening Remarks/Introductions/Report of the President**
- C. Approval of August 05, 2020 Meeting Minutes**
- D. Approval of Final Agenda**
- E. Treasurer Report**
 - a. July 2020 financial statement
- F. Information/Committee Reports**
- G. Committee Updates**
 - a. Landscape-Terri Goldich
 - b. Social/Picnic-Sheryll Rainey
 - c. Architectural-Bob Worthington
 - d. Moose Can Gully/39th Street Neighborhood Group-John Nugent
- H. Action Items**
 - a. Approve Gatewest Management Agreement for 2021
- I. Discussion/Information Items**
- J. Other Business**
- K. Homeowner/Resident Forum/Questions**
- L. Adjournment: Next Regular Meeting Date – Wednesday, October 07, 2020**

Notes:

The meeting will be held by Zoom technology:

Join Zoom Meeting

<https://us02web.zoom.us/j/843330609>

Meeting ID: 843 330 609 Passcode:272316

+1 253 215 8782 US (Tacoma)

Meeting ID: 843 330 609 Passcode:272316

The Village at Elk Hills (VEH) HOA #1 governing documents: 1. VEH Declaration of Unit Ownership, 2. VEH Declaration of Restrictions and 3. VEH Bylaws governing documents can be found, reviewed and downloaded, under the Document tab on the VEH website: <https://villageatelkhills.com>

Village at Elk Hills HOA #1 Board of Directors

Claudia Christensen, Secretary/Treasurer- term expires 2021

Terri Goldich- term expires 2021

John Nugent, President- term expires 2022

Sheryll Rainey- term expires 2022

Bob Worthington, Vice President-term expires 2022

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**The Village at Elk Hills
HOA 1 Board Meeting
Wednesday, August 5, 2020, 4PM
Meeting held via ZOOM**

Board members present: John Nugent, Claudia Christensen, Terri Goldich, Sheryll Rainey, Bob Worthington.

Non board members present: Don and Jeannie Gandenberger, Linda Greiner

Call to order by John Nugent at 4:00 PM

Approval of minutes: There is an addition to the July 1, 2020 minutes. In addition to providing adequate building clearance, tree trimming will be done to improve fire safety and tree health. The remainder of the minutes were approved as written.

Treasurer Report: The financial statement for the six months ending June 30, 2020 was reviewed. There were no questions or clarifications.

Committee Updates

Landscaping: A motion was made to approve the bid from Able Tree Service to treat the Ash Trees that are infested with aphids. The treatment will occur in the fall with an injection into the tree that will be drawn into the tree in the spring. Motion passed.

There will be increased watering to the areas of brown grass on the compound. A bid has been obtained for weeding of the entire grounds, to be followed by a pet-friendly, organic weed-killer and then mulching. A map of the sprinkler system has not been able to be obtained.

Fire department personnel did a walk through of the compound. Suggestions were that trees overhanging the buildings should be trimmed (already planned). Hedges, particularly junipers, with dead and dying limbs are a fire hazard and should be trimmed or removed. Buildings and garages need dark, reflective numbers with larger fonts. Lighting around the numbers would be best but not essential. A map of the compound has been placed on the mobile data terminal so that firefighters and EMTs can access it. A suggestion was made to place garage numbers above the garage doors rather than on them, in the event the garage door is open.

Social/Picnic: Nothing to report.

Architectural: The stairwells and staircases of the all of the buildings, particularly 5108, are in need of painting, although none appear to be structurally deficient. There was discussion as to whether these areas are considered limited common areas and therefore the responsibility of the homeowner. Due to the aging of the buildings, painting of all staircases could run in the multiple thousands of dollars per building and would most likely result in an increase in dues and or assessments. No decision was made on this issue. A resolution will be drafted and presented at the next Board meeting.

There was discussion of approval for A/C installation at 5106 #5. The Board gives conditional approval provided the following conditions are met: For ground floor, the A/C unit should be blocked by vegetation and not cause a sound issue. For second floor, the unit should be placed on the roof, on a pad and skirted, consistent with other existing roof units.

Action Items: The Board ratified the roof vent for a gas stove installation in unit 5110 #8.

Discussion/Information Items:

It has come to our attention that someone placed copies of a Board resolution from 2013 on several cars on this property with information about parking highlighted. This was done without Board knowledge or approval. The Board would like to reassure residents that placing anonymous notices on their personal property is not how the Board behaves or handles allegations of violations. The person who left these acted solely on their own and clearly meant to give the impression of Board membership and approval. The Board apologizes for any uneasiness or discomfiture this interference with their property may have caused.

There is a procedure for residents who believe a violation has occurred, which is to notify the Board which will investigate and take appropriate action if necessary as outlined in the by-laws.

Also, according to our by-laws, the "...garages and those driveways immediately in front of garages that accommodate parking..." are designated as Limited Common Elements (1.14). This means that those spaces are to be considered as private as our patios or balconies.

The person who interfered with the personal property of our neighbors is reminded that there is a description of acceptable conduct in the by-laws, which states that the Board may take action against owners whose "...conduct that constitutes (a) an immediate and unreasonable infringement of, or threat to, the safety or quiet enjoyment of neighboring Owners..." (3.11.3).

It has also come to our attention that one of our owners has been calling an employee of Gatewest directly and repeatedly, making complaints and requesting work be done without going through the Board or Gatewest. Owners are reminded that the HOA pays for the time Gatewest employees spend at our property in addition to the monthly payments to Gatewest. Owners are also reminded that Gatewest employees and staff do not work for the HOA but for Gatewest, which sets their staff's schedules and work assignments. A suggestion has been made by a former Board member that if any owner requests any work be done without going through the Board for approval and without contacting Gatewest's office first, that owner should pay for the time the Gatewest employee is on site.

There were no Homeowner/Resident Forum/Questions.

The meeting was adjourned at 5 PM. The next regular meeting date will be Wednesday, September 2, 2020.

Respectfully submitted,

Claudia Christensen

8/8/2020

Village at Elk Hills Association
Income & Expense Statement
For the Seven Months Ending July 31, 2020

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Revenues				
Monthly Dues	12,505.00	10,350.00	74,900.00	72,450.00
LATE FEES	25.00	8.33	77.50	58.31
Total Revenues	12,530.00	10,358.33	74,977.50	72,508.31
Expenses				
Management Fee	810.00	810.00	5,670.00	5,670.00
Accounting	0.00	0.00	100.00	100.00
Bank Charges	0.00	0.83	0.00	5.81
Legal Fees	0.00	8.33	0.00	58.31
Office / Postage	0.00	25.00	151.10	175.00
Licenses	0.00	0.00	25.00	25.00
Insurance	1,439.00	1,458.33	10,633.00	10,208.31
Power	136.82	250.00	1,287.00	1,750.00
Professional Fee	0.00	41.67	0.00	291.69
Water-Domestic	944.00	875.00	5,976.75	6,125.00
Water-Irrigation	704.11	1,525.00	704.11	4,250.00
Sewer	3,101.09	3,500.00	6,202.18	7,000.00
Plumbing Repair	0.00	166.67	750.00	1,166.69
Electrical Repair	0.00	125.00	0.00	875.00
Maintenance	587.13	416.67	2,849.24	2,916.69
Asphalt Maintenance	0.00	83.33	0.00	583.31
Building Repair	0.00	1,666.67	2,400.10	11,666.69
Painting	0.00	166.67	3,702.50	1,166.69
Snow Removal	0.00	0.00	3,441.93	8,000.00
Supplies-Maintenance	42.93	75.00	406.58	525.00
Yard Care/Improvement	2,176.21	2,800.00	4,925.11	9,900.00
Total Expenses	9,941.29	13,994.17	49,224.60	72,459.19
Net Income	\$ 2,588.71	\$ (3,635.84)	\$ 25,752.90	\$ 49.12

Village at Elk Hills Association
Balance Sheet
July 31, 2020

ASSETS

Current Assets		
Cash in Checking	\$ 31,069.49	
Cash in Reserve	<u>52,528.69</u>	
Total Current Assets		83,598.18
Property and Equipment	<u></u>	
Total Property and Equipment		0.00
Other Assets	<u></u>	
Total Other Assets		<u>0.00</u>
Total Assets	\$	<u><u>83,598.18</u></u>

ASSOCIATION MANAGEMENT AGREEMENT

In consideration of the covenants herein contained, **The Village at Elk Hills Homeowners Association** of Missoula, Montana as delegated to its duly elected Board of Directors, hereinafter called "Owner" and **Gatewest Management Company**, a Montana Corporation hereinafter called "Agent", agree as follows:

1. The Owner hereby enters into an agreement with the Agent to exclusively operate and manage the common elements of the property designated in Exhibit "A", attached hereto and by reference hereof upon the terms hereinafter set forth commencing on the 1st day of January 2021, and continuing through December 31, 2021. Per the Bylaws for the Village of Elk Hills dated November 07, 1996, page 10 #3.8.9 the term of the agreement shall not exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods. Per the Bylaws for the Village of Elk Hills dated November 07, 1996, page 10 #3.8.9 the agreement may be terminated by either party for cause with no more than thirty (30) days written notice, or without cause and without payment of a termination fee or penalty with no more than ninety days (90) written notice.
2. The Agent accepts and agrees:
 - (a) To use due diligence in the management of the premises for the period and upon the terms herein provided and agrees to furnish the services of its organization for the operating, maintaining and managing of the herein described premises.
 - (b) To collect dues and receipts pertaining to the property, and to render monthly reports of income and expenses (i.e., receipts, expenses and charges) of the property, to the Owner.
 - (c) To maintain and operate a checking account for the purpose of receiving and distributing funds related to the property and to deposit all revenues to the account promptly within a maximum of three business days of receipt in compliance with state law and with expense of operation to be paid by Agent and interest, if any, accruing to Agents benefit to cover service charges and other costs of operation.
 - (d) To follow the provisions in the Owners Governing Documents: a) The Declaration of Restrictions for the Village at Elk Hills dated April 16, 1999; b) The Bylaws for the Village of Elk Hills dated November 07, 1996; and c) Declarations of Unit Ownership dated October 29, 1996, hereinafter referred to as "The Governing Documents"
 - (e) To assist that property owners who lease their condominium units follow the lease guidelines on page 17/18, #5.3.3 of the Declaration of Restrictions for The Village at Elk Hills dated April 16, 1999 and provide a copy of the executed lease to the Agent. Agent will provide regular reports to Owner of the information received based on page 17, #5.3.3 (e) of The Declaration of Restrictions for The Village at Elk Hills dated April 16, 1999.
 - (f) To provide copies to the Owner of Agents worker compensation and liability insurance coverage for any employees/personnel of Agent who provide services to or on behalf of Owner on or off Owner's premises.
3. The Owner hereby gives the Agent the following authority and powers and agrees to assume the expenses in connection therewith:
 - (a) To collect association fees and assessments due or to become due and give receipts thereof; to terminate rights and to sign and serve in the name of the Owner such notices as are provided for in

the Governing Documents. In the event of the following items, the Agent agrees to consult with the Owner and upon being advised to do so shall proceed to institute and prosecute actions; to sue for and in the name of the Owner and recover fees, assessments and other sums due; and when expedient, to settle, compromise and release such actions or suits.

(b) To make or cause to be made and supervise any repairs, general maintenance or alterations on said premises; to purchase supplies and pay all bills therefore. The Agent agrees to obtain the proper approval of the Owner on all expenditures in excess of Five Hundred Dollars (\$500.00) for any one item, except monthly or recurring operating charges and/or emergency repairs in excess of the maximum, if in the opinion of the Agent such repairs are necessary to protect the property from damage or to maintain services to the residents.

(c) To make contracts for electricity, gas, water, janitorial services, yard and grounds maintenance, building repair, waste disposal and any other necessary service that the Agent and Owner deem advisable; with the Owner to assume the obligation of any contract so entered into at the termination of this agreement.

Per the Bylaws for the Village of Elk Hills dated November 07, 1996, page 11 #3.9.1, no contract, except a public utility, for goods or services for the General Common Areas or the Association will be for a term longer than one (1) year. All contracts shall meet the satisfaction of the Owner, in written detail and performance, and are submitted to Owner for approval on a timely basis that will correspond to the normal schedule of regular Board of Directors meetings.

(d) To review and assist in securing policies for property and casualty insurance.

(e) To review property tax assessments and bills and assist in appealing same in the name of the Owner.

(f) To assist in preparation, filing and providing a copy of filing to Owner, in a timely manner, of any and all State and Federal Government reports as required by appropriate State and Federal laws. Agent shall report to Owner any filings that are rejected or any communication on the content of the filings received from the Governmental agencies.

4. The Owner further agrees:

(a) To indemnify and save Agent harmless from any and all personal injuries, damages, claims, suits, costs and recoveries of every name and nature which may in any manner arise or grow out of the scope of Agent's duties, whether due to the negligence of Agent, its contractors, officers, agents, and employees; and in the event any suit or action shall be brought against Agent to recover on account of such loss, damage, injury, or destruction hereinbefore agreed to be borne by Principal, Principal shall appear and defend any such suit or action and pay any judgment that may be obtained against Agent

(b) To obtain and keep in full force and effect during the life of this contract, at its own sole cost and expense, a policy of liability and property damage insurance protecting Agent against loss on account of injuries to or death of persons and loss of or damage to property which may in any manner arise or grow out of the management of the subject property, whether or not due to the negligence of Agent, its contractors, officers, agents, and employees.

(c) To pay the Agent for management as outlined in the aforementioned Exhibit "A".

This Agreement shall be binding upon the successors and assigns of the Agent and the heirs, administrators, executors, successors and assigns of the Owner.

IN WITNESS WHEREOF, the parties have hereunto affixed or caused to be affixed their respective signatures this _____ day of 2020

OWNER: The Village at Elk Hills Homeowners' Association

John W. Nugent, Board President

Claudia Christensen, Board Secretary

AGENT: **Gatewest Management Company**

David Miewald, Vice President

Exhibit "A"

Effective January 01, 2021 the following property and related fees are designated the subject of the Management Agreement effective January 01, 2021.

1. The property consisting of the common areas and elements of the Condominium commonly known as The Village at Elk Hills and located in Missoula, Montana.
2. The base fee, payable monthly, shall be \$18.00 per unit per month.
3. Late fees levied on delinquent dues or assessments and any penalties shall be split equally between Owner and Agent.
4. Fees related to extraordinary maintenance and related work performed by Agent's personnel on approval of the Owner will range between \$36.00 and \$45.00 per hour depending on the nature of the task. After hours and weekend emergency rates may be at up to double the standard rate. These rates are subject to change. Itemized billing detail will be provided with each monthly statement.
5. Agent will pay for recurring costs of standard mailing and related normal operating costs including supplies and copies and will bill Owner for costs associated with special mailings, copies or other unusual tasks assigned by the Owner.

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John W. Nugent, Board President

Claudia Christensen, Board Secretary

AGENT: **Gatewest Management Company**

David Miewald, Vice President