

## River Meadows HOA

### Board Meeting

Meeting Date & Time: Tuesday, December 3, 2024 at 6:00pm MST

Location: Zoom

<https://us02web.zoom.us/j/81228567201?pwd=MR7h6eJwhznO7rLagiKMnUoCnBzdc7.1>

Meeting ID: 812 2856 7201

Passcode: 167778

### Minutes

Attendance – A quorum was established and the meeting commenced at 6:01pm. Present: David Logan, Thom Heller, Roy McKinstry. PM: Henley West & Michele Brown.

#### Current Business

- I. Approval of minutes from November 5, 2024, Board Meeting
  - i. Road repairs of \$20,000-30,000. West end of Kayak loop to the North end of Rowboat and on to River Meadows Drive chip seal.
  - ii. Property management fee increased to \$11/mo./lot starting January 2025. Dues do not need to be increased to cover this cost. Currently charging members \$8 per month, which won't change.
  - iii. Notification of all owners occurs at least 3 days prior to the meeting with the agenda and the Zoom information.
  - iv. Thom moves, Roy 2<sup>nd</sup>, all in favor.
- II. Finances
  - a. Current bank balances
    - i. Operating - \$6,520.61 (\$5,586.55 pending)
    - ii. Reserve - \$27,900.54
      1. CD? Bank of Commerce? PM will research. Don't tie up for more than 6 months. \$25,000 for 6 months.
  - b. Current Financials
    - i. Move Water/Sewer Hook Up Fee Account into its line item in Assets (\$3,000). Divy up Clearwater payments to withdraw from this account.
  - c. Past due accounts (Late fee assessment – 1.75% (21% annually))
    - i. No response to Michele's letter to pay dues. Currently owe \$663.37. PM will send a demand letter, using previous demand letter from attorney. Send certified.
- III. Water/Sewer
  - a. Haven't seen a bill for diesel. Clearwater calls this company.
  - b. Western States does generator maintenance every 6 months. They test and replace the oil, and filters, and test the fuel.
  - c. The statements that were issued on December 1 did not include the catch up from October's sewer rate and had not included the increased amount. Statements have been updated.

- d. 1166 Canoe Loop reimbursement request
  - i. 5-6 years ago, there was a sewer leak that was a county hazmat issue, because a cap was left off on the cleanout. The owners had to clean up and a professional cleanup company confirmed it, and the cap was replaced. A new owner purchased the home. Had a blockage a couple of months ago, hired a plumber, snaked it, and that cleared the issue. A month ago, it happened again. A plumber came out and roto reuttered it, which solved the problem for two days. The plumber used a camera. There were no other issues in any other homes. There were problems in the lateral with roots. The plumber is now reporting that there are roots in the community line.
  - ii. Homeowner is asking HOA to reimburse homeowner for the repair bill.
  - iii. Defer the request until the water operator (Clearwater) has a chance to inspect the community sewer line.
  - iv. First, Clearwater should meet with the homeowner's plumber. Thom will contact Clearwater.
- e. As of November, Valley Vista should charge River Meadows for 57 homes and 23 lots.

IV. Design Committee update

a. Current construction

- i. Lot 69 – Did final inspection yesterday. Need to remove porta potty. All the building aspects are met. Landscaping has been completed but will see how it looks after winter.
- ii. Lot 46 – Still working on the house.
- iii. Lot 47 – Is now a spec house and will be sold. Have not started landscaping and want to sell it having the Buyer to complete the landscaping. Will need to be added when Title Company requests information from PM. PM will keep an eye on this property to see when it goes under contract.

b. Applications

- i. Lot 14 – Made contact today. Moving forward with the final of their set of plans and selections and will send to DC. Have not signed with a contractor yet but have plans to use someone specific. Anticipate having everything finalized by February. Have gotten permit, but not picked it up yet. Will not do so until spring, when they plan to build.
- ii. Will need to pay fees when an official application is made.

V. Common area updates

VI. Winter snow removal contract – O'Brien – signed

a. Will do

VII. CC&R Violations – In compliance

VIII. CC&R Revision Committee

- a. Slowed down on the progress, but still working on it. Have finalized what will be submitted to the Board for short and long-term rental. Roy moves to approve, David second. Condensed version of what you need to adhere to,

more easily attachable to a lease. Below is what the committee has recommended to the board:

## CONDITIONS FOR LEASING/RENTING RIVER MEADOWS RESIDENCES

The Declaration of Covenants, Conditions and Restrictions (CC&Rs) enable the Association to set restrictions as may be adopted by the Association. State law does not permit the Association to prohibit the renting of owner's homes either on a short-term or long-term basis.

The following identifies these restrictions as made effective by the Association Board in a manner as set forth in the Association CC&Rs and Bylaws.

- Each occupancy shall have a written lease/rental/occupancy agreement (hereafter referred to as Agreement) between owner and tenant, a copy of which shall be submitted by the owner to the Association Board prior to commencement.
- Any Agreement between an owner and lessee/renter shall provide that the terms of the Agreement shall be subject in all aspects to the provisions of the Association's CC&Rs, the Bylaws of the Association, and all rules and regulations enacted by the Association Board and in place at the time of lease signing or as may be adopted or changed during the lease term. The Agreement shall provide that any failure by lessee/renter to comply with the terms of such documents and rules/regulations shall be a default under the lease.
- An owner, as renter/lessor of their home, notwithstanding the presence of a tenant, shall be responsible (including any related fines, fees or costs) for any infraction or violation by their tenant, guests, and invitees.
- As stated in the CC&Rs, a copy of the document made available by the owner shall be provided to the lessee/renter during the signing of the Agreement and prior to occupancy of the owner's home. (Need to figure out a way that short-term lessees sign off on CC&R's electronically through Verbo, Airbnb etc.)
- The owner shall provide the Association Board with the individual/company responsible for management of the property, contact information, and the assurance that this individual/company (referred to as the Representative) shall be available 24/7, and is located no more than 1 hour away from the property under normal weather and driving conditions.
- The Association Board encourages owners to utilize the services of the Association's Management Company for oversight of the rental process to maintain uniform operation of subdivision oversight.

### **Long Term Rental Conditions (greater than thirty days):**

Copy of the CC&Rs shall be provided as part of the rental agreement per Article VI, Section 2, (2), which states "Any lease shall contain a clause that the lessee shall be bound by the Covenants, Conditions and Restrictions".

**Short Term Rental Conditions (thirty days or less) to be included in any rental agreement:**

Article V, Section 4, (c): Parking on conditioned surface areas of pavement (concrete or asphalt) and gravel only. No on street parking or parking on grass or native vegetation areas.

Article VI, Section 2, (e): Noxious/Offensive activity restrictions shall be enforced of any action that may be a nuisance, or cause a nuisance, disturbance, or annoyance to the other owners in the enjoyment of their parcels.

Idaho State Legislature, Section 18-6409 Noise Restrictions: Quiet hours are from 11pm to 6am.

Article VII, Section 8: All dogs must be on leash whenever outside of a residence or contained inside a fenced enclosure. Dogs may not be allowed to bark excessively for a period of more than 30 minutes. Owners are responsible to clean up after their animals immediately if outside the residence or fenced enclosure.

Article VI, Section 2 (j): All trash shall be placed and kept in covered containers. No loose trash bags shall be placed outside the residence due to wildlife concerns.

Article VI, Section 2 (l): No exterior fires are permitted except for BBQ grills and approved stoves with ember containment.

Article VII, Section 7: No snowmobile, motorcycle, or ATV or similar wheeled motor device may be operated on any parcel, lot, roadway, or "open space" for recreational purposes.

Version for incorporation in rental contract agreements:

**Short Term Rental Conditions:**

A. Parking on conditioned surface areas of pavement (concrete or asphalt) and gravel only. No on street parking or parking on grass or native vegetation areas.

B. Noxious/Offensive activity restrictions shall be enforced of any action that may be a nuisance, or cause a nuisance, disturbance, or annoyance to the other owners in the enjoyment of their parcels.

C. Quiet hours are from 11pm to 6am.

D. All dogs must be on leash whenever outside of a residence or contained inside a fenced enclosure. Dogs may not be allowed to bark excessively for a period of more than 30 minutes. Owners are responsible to clean up after their animals immediately if outside the residence or fenced enclosure.

E. All trash shall be placed and kept in covered containers. No loose trash bags shall be placed outside the residence due to wildlife concerns.

F. No exterior fires are permitted except for BBQ grills and approved stoves with ember containment.

G. No snowmobile, motorcycle, or ATV or similar wheeled motor device may be operated on any parcel, lot, roadway, or "open space" for recreational purposes.

IX. Property Management Contract

- a. 3-day notice to homeowners for Board meetings.
- b. Annual report with the State.
- c. PM will send out at end of the week.

X. Annual Meeting Prep

- a. Federal tax filing – association is filing – Roy will discuss
- b. Road chip seal project - \$74,000 this year, and \$30,000 next year – Roy will discuss.
- c. Open space contracts – Continue to spray for noxious weeds and mow the open space, and fire hydrant testing – Roy will discuss
- d. Short & Long-term rentals – Thom will discuss
- e. CC&R violations – campers/trailers/boats, working on language to revise – Roy will discuss
- f. Water & Sewer – Roy will discuss
  - i. City of Victor sewer increase
  - ii. Water billing (no billing in winter)
  - iii. Generator
- g. Financials – where we are at for 2024. Roy will discuss
  - i. Checking balance, reserves balance.
  - ii. Major expenditures (road, water, sewer, landscaping).
  - iii. Changes for next year
    - 1. Snow plowing
    - 2. Landscaping
    - 3. Road maintenance of \$30,000
    - 4. No increase in fees for PM fee
    - 5. City of Victor increase out of City Limits
    - 6. \$1.30/mo. Dues
    - 7. No increase in reserves
    - 8. Lot owners should have been charged \$25/mo. but were charged \$23. Has been changed for 2025.
- h. Design Committee update – Thom to discuss
- i. CC&R revisions update – Thom to discuss
- j. Goals for 2025 – Roy to discuss
  - i. Road work
- k. Board of Directors vote. Currently no submissions. 5-year seats.
- l. Proxies – 2 received via email, 10 on Google Forms. 23 needed to hold a meeting.
- m. David will run the meeting; PM will take minutes. PM will record the meeting as well.

#### XI. Other Business

Schedule Next Meeting – Tuesday, January 7<sup>th</sup>, 2025, at 6pm over Zoom.

Meeting adjournment – 7:14pm