

Minutes 10-14-2023 COA meeting

1. **Attending:** Scott Whitmire, Don Olsen, Steve Ford, Rici Peterson, Judy Sims; quorum achieved; meeting opened at 9:05 am.
2. **Minutes** for the September meeting were not available, so their approval has been postponed until November meeting.

3. Old Business

a. Management Agreement

It was announced that the Management Agreement (aka MOU) between LWCHOA and LWCCOA has been finalized, accepted and signed by both parties and is now in effect. Many thanks to Gene Grant for his expert guidance on this agreement.

b. Insurance Coverage for LWCCOA Commons

Steve Ford, LWCCOA Treasurer, reports that we have a quote from Farmer's Insurance (\$4300/year for \$1million replacement coverage) but also need to look for other quotes. He's working on it with Dena. The Cincinnati Insurance company may be promising.

4. New Business:

a. Restated/amended Bylaws and Declarations:

Gene Grant had recently prepared draft LWCCOA Restated and Amended Bylaws and Declarations documents for the board's consideration. Scott proposed that we accept it as the first draft so we can work on it. Rici moved that the board accept the first draft for discussion, Steve seconded.

Discussion: Although we will make drafts available to anyone interested, we propose not publishing the draft documents on the website at this time, as board members want some time to become familiar with the documents so that we can hold informed discussions and answer any questions from our neighbors. For extra clarity, Rici will add a "DRAFT" watermark to each page of the documents.

Judy suggested breaking the documents down into portions and assigning sections to board members, who will digest the information, form and chair ad hoc committees as needed, and add suggested edits and questions for Gene Grant. Periodically the entire board will meet in working sessions to share discoveries and suggestions.

With these details decided, a vote was held, with unanimous acceptance of Gene's first draft.

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Target date for approval of final draft is May 2024, at our annual meeting. We also target the December meeting for general distribution of draft documents—Gene’s original plus any board comments and suggestions—to homeowners.

b. Structure of Assessments for Reserves

General discussion about how to structure COA assessments so the system is fair and gets the job done. Each garage unit gets its own assessment?

OPERATING EXPENSES; Two categories

Common prop insurance for MH only

Reserve study items: Each structure has its own study to document various items that need maintenance over the life of the structure, such as structural, roof, gutters, siding, and paint. The reserve study is to be maintained by the COA Board and used when working with the LWC Reserve Committee in the annual budget planning process. John Penrod stated that doesn’t believe a reserve study is required for structures that don’t benefit everyone; we can check on that.

Four options for funding maintenance and replacement:

1. Assess all 31 units equally since we all own a legal share of all structures
2. Assess all 31 units only for D&O and General Liability insurance, and all 12 MH equally for the structures
3. Assess all 31 units only for D&O and General Liability insurance, and only the MH units connected to each garage structure for expenses related to that structure
4. Assess all 31 units only for D&O and General Liability insurance and let the MH units connected to a structure pay for maintenance as required

Don said that as a safety professional, he is concerned about the safety of MH garages’ structure and wiring; he suggested an inspector to tell us what needs fixing. Because MH garages are common property and therefore the responsibility of the COA, it’s a liability thing; as 1/31 owners, Pines owners are on the hook just as much as MH owners. Scott and Rici agreed. John says re-read the first page of the first governing document circa 1976(?). Judy said that as a homeowner she would welcome some oversight on safety issues regarding garages. Scott suggested that we take Don’s advice and that the inspection of electric and structural elements should be administered by COA, with an initial review performed by a hired expert, and subsequent inspections perhaps performed by qualified community residents as volunteers, if any are available. Steve pointed out that we should hold off on this inspection until we have insurance in place, as the insurer will probably have some requirements. General agreement.

Homeowners Forum:

John Penrod asked if the COA is already officially reinstated (we are, as of May 2023). John suggested that, when talking to the community about revisions to the decs and bylaws, refer to the original docs (which we are operating under at the moment, except for the merger clause) for comparison purposes. John also asked if one can rent out one’s garage legally (as part of renting the home). There was general agreement that yes, right of use of an assigned garage space runs with the property deed.

Commented [1]: Gene help us understand the liability; if pines are liable for safety, are they therefore also assessable for MH maintenance? Where is the line drawn?

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Diane Knudsen asked for an explanation of how the HOA (LWCHA) and COA (LWCCOA) responsibilities intersect, specifically regarding insurance coverage. She said her understanding is that the HOA has commons insurance; she carries homeowners insurance; and she'd like to know why we're talking about further insurance today; in particular, because Pines owners have no skin in the Meadow House ("MH") garage game. Also, she worries about dueling insurers for a claim, e.g., if someone falls in her driveway. Scott responds: It's our intent that Pines owners won't participate in MH commons insurance, and liability is not the same as property insurance. Steve assures her that she would be covered for injury claims; these multiple layers of insurance are common and it's common practice for multiple insurers to work together in arbitration to determine which company is primary and which is/are secondary.

Other Business: There was general discussion about Rheama's idea of a COA potluck, barbecue, or progressive dinner. The ideas were well-liked and she has agreed to take on heading the organization of a get-together.

Adjourn; Don moves, Judy seconds.