

CLW II TRUSTEE/HOMEOWNER MEETING AGENDA – 04/02/2012

Start Time: 7:05pm
End Time: 8:40pm

Trustees Attending: K.Brown, L.Lee
M.Ritchie, E.Ruegg, C.Weber

H/O Attending: F.Basler, M.Dippold,
K.Dunne, J.Kray, E.Lyons, M.Mathey

1. Reading of the minutes of the 02/06/12 meeting

Minutes from February, 2012 were read and accepted. March, 2012 meeting minutes are from our annual corporate meeting and are read next March prior to the meeting.

2. Financial Update (see attachments)

The largest expense for April was the first installment payment for Midwest Pool Co., followed by expenses for Big Bend common ground clean-up, and legal opinion. The first payment for assessment income was credited in March. Yearly income tax prep is complete and once again, no taxes are owed. As of 3/31/12, expenses were \$9,748.59, assessment income was \$38,134.31. Total balances in all accounts as of 4/1/12 was \$195,458.58.

3. Old Business

a. ACC Update & Compliance Violations

7 h/o applications have been approved ytd. There are changes to the ACC form which creates 3 pages instead of the previous 2 pages. This change applies to Cedar Terrace Homes and concerns larger color samples. Samples now required for paint approval are 1'X 1' for house color and 1'X 1' for trim color. Trim only includes boards around windows and doors—nothing else. ACC is also hoping to contact new legal owner of 981 Huntington View Dr. to make them aware of ACC requirements for their remodel project. An article for the newsletter will be provided soon. This article will contain greater detail and be in the April issue.

b. Legal Matters

1. Trustees have obtained a legal opinion regarding clarification of Amendment 3 wording about the '20% maintenance' paragraph. This was written to allow for reasonable maintenance of siding and repainting of faded or peeled areas. Homeowners MAY NOT use this to avoid changing house color to one that has been approved by ACC. This applies to homeowners whose house color was 'grandfathered' in at the time of passage of Amendment 3. Further clarification may be required.

2. Trustees have received a new notice of appeal from plaintiff homeowner John Osthus. Certain filing procedures must be followed and may take several months or a year to schedule a hearing date. Plaintiffs seek their restoration to the office of Directors of CLWII and claim corporate bylaws were never voted on. As an aside, there is a published list of names of homeowners who are listed on this on this document as 'intervenor'...this list of names may be found on CLWII website at countrylanewoodsii.com. You may wish to check this list to see if your name appears on it. Some homeowners were unaware their names were used.

c. Common Ground Update

Trustees contracted with Lawn Enforcement to clean up an area of common ground fronting Big Bend. This area is east of Huntington View, behind the rear yards of Imperial Pt. cul-de-sac homes. The unsightly removal contained unwanted plant overgrowth, small dead trees, wood piles, trash, yard waste removal from someone's yard, and an old shed, which didn't belong on the common ground. The homeowners of Imperial Pt. were unhappy about this cleaning. The fences behind their back yards are now the only buffer between their homes and Big Bend Road. They claim privacy previously provided by all this greenery is gone. Other homeowners have issued complaints stating this area was an 'eyesore' to all who walked on the sidewalk and to all the traffic that passes by daily. This clean-up was necessary to make the appearance much neater. Q. Can CLWII force these homeowners to replace the old, unpainted existing fence? That is an eyesore, as well. A. No. Last year, trustees arranged for a painter to paint fencing all the same color to homeowners who lived along Beacon Woods and whose fencing fronted Big Bend. If all the homeowners who received the offer would have agreed to participate, they would have received a decent discount from the average cost charged by the painter. Only two homeowners responded and provided checks for their fee. We returned those checks after no one else responded by the deadline.

Homeowner complaint: A homeowner has been seen clearing out a large section of wooded area behind several property owners rear yards...is this permitted? The answer is that all wooded common ground areas in CLWII must remain in their 'natural state'. This is a violation of CLWII indentures and will be investigated further. Another part to this complaint was dog owners who allowed their pets to run free, without a leash, on common ground. This is a violation of one of Manchester's city ordinances. Homeowners must call the police to report dogs without leashes.

4. New Business

a. Result of Meeting with CLWII Trustees, Manchester Aldermen and State Rep. Sue Allen (see attached HB1676 summary wording)

Mike Ritchie and Eric Ruegg met with Ward 2 Alderpersons, Mike Clement and Marilyn Ottenad, and State Representative Sue Allen in April. Trustees received word that several state representatives were attempting to write legislation which would permit 'removal without cause' of trustees of any **incorporated** subdivision. This is being regarded with great concern as the state has no right to make laws governing subdivisions when they are not directly responsible for implementing or overseeing said subdivisions. If homeowners are allowed to vote out subdivision trustees for no reason whatsoever, this places hard-working trustees in jeopardy and could create a subdivision with no governance. A rough summary of one of these bills is attached to this document. We will post any future developments.

b. Miscellaneous

- Holiday Clubhouse Rentals

Trustees discussed implementing a 2-year time limit on clubhouse reservations

- **Miscellaneous**

Joel Kray to submit newsletter article. Honorable mention to Renee Fronabarger and husband for all their time and effort at hosting another successful CLWII Easter Egg Hunt on Saturday, March 31. Renee will be forwarding info and pics to put on the website and in the newsletter.

Innovative Roofing—this company repaired clubhouse roof at a reduced rate because the 2 owners live in CLWII. They are submitting advertising to offer homeowners a good rate on roof repairs/replacements.

A few more questions:

1. A possible car repair business is suspected at one residence. This will be looked into.
2. Too many cars parked on street...this is a hazardous situation in that fire trucks and emergency vehicles cannot maneuver through streets where multiple cars are parked, especially in cul-de-sacs.
3. Are guards allowed to request residents to leave pool before 8:00pm closing to accommodate reserved rentals? And, of course, the answer is, "No!"

Meeting adjourned at 8:40pm

HB 1676 -- Homeowner and Community Improvement Associations

Sponsor: Nichols

This bill requires current and future homeowner and community improvement associations to be organized and operated as nonprofit corporations under Chapter 355, RSMo, and to comply with the requirements under the chapter regarding insurance maintenance and dispute resolution.

The association must purchase and maintain commercial general liability insurance or its equivalent from a state-licensed insurer. The insurance policy must cover each homeowner with respect to the homeowner's liability relating to common areas, must waive the insurer's subrogation rights against any homeowner, and will be the primary insurance regardless of whether a homeowner has other insurance covering the same risk.

A declarant, association, or homeowner may bring a cause of action to enforce any right granted or obligation imposed by the declaration or bylaws of any homeowner or community improvement association, and the court may award reasonable attorney fees and costs to the prevailing party in the action. Parties to a dispute may agree to resolve the dispute by any form of alternative dispute resolution.

16 this chapter and shall comply with the requirements of this chapter regarding insurance
17 maintenance and dispute resolution.

355.858. 1. Notwithstanding the powers and duties described in the declaration or
2 bylaws of any homeowner or community improvement association or any other law that
3 is formed as a corporation under this chapter, such association shall purchase and
4 maintain liability insurance:

5 (1) From an insurer licensed in this state and subject to the authority of the
6 department of insurance, financial institutions and professional registration;

7 (2) Including commercial general liability insurance or its equivalent, which
8 includes medical payments, in an amount determined by the executive board but not less
9 than any amount specified in the declaration, covering occurrences commonly insured
10 against for death, bodily injury, and property damage arising out of or in connection with
11 the use, ownership, or maintenance of the areas or common ground;

12 (3) Policies that provide that:

13 (a) Each homeowner is an insured person under the policy with respect to liability
14 arising out of his or her interest in the common ground, common area, or membership in
15 the association;

16 (b) The insurer waives its rights to subrogation under the policy against any
17 homeowner or members of his or her household; and

18 (c) If, at the time of a loss under the policy, there is other insurance in the name of
19 a homeowner covering the same risk covered by the policy, the association's policy
20 provides primary insurance.

21 2. Homeowner or community improvement associations may carry any other
22 insurance such association deems appropriate to protect the association or the
23 homeowners.

355.859. 1. A declarant, association, or homeowner may bring an action to enforce
2 a right granted or obligation imposed by the declaration or bylaws of any homeowner or
3 community improvement association. The court may award reasonable attorneys' fees and
4 costs to a party seeking to enforce the provisions of the declaration as a plaintiff in such
5 action provided such party is the prevailing party in such action.

6 2. Parties to a dispute arising under the declaration or the bylaws of a homeowner
7 or community improvement association formed under this chapter may agree to resolve
8 the dispute by any form of binding or nonbinding alternative dispute resolution.

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Bill 1676 – **Summary Wording**

A declarant, association, or homeowner may bring a cause of action to enforce any right granted or obligation imposed by the declaration or bylaws of any homeowners or community improvement association, and the court may award reasonable attorney fees and costs to the prevailing party in the action. Parties to a dispute may agree to resolve the dispute by any form of alternative dispute resolution.

Bill 1676 - **Detail wording**

355.859. 1. A declarant, association, or homeowner may bring an action to enforce a right granted or obligation imposed by the declaration or bylaws of any homeowners or community improvement association. The court may award reasonable attorneys' fees and costs to a party seeking to enforce the provisions of the declaration as a plaintiff in such action provided such party is the prevailing party in such action..

2. Parties to a dispute arising under the declaration or the bylaws of a homeowner or community improvement association formed under this chapter may agree to resolve the dispute by any form of binding or nonbinding alternative dispute resolution.