

**The Villages of Garrison Creek**  
**Master Property Management Association**  
**Wednesday 29 May 2019 [2:00 pm] @ SonBridge**

**MPMA Directors ..** Dick Cook, John Cress, Marie Evans, Jim Murphy/ARC  
Morris Kivett, Marilyn Vogel, Henning Guldhammer

**BOARD MINUTES**

- 1 .. **Quorum Call & Sign-In Roster:** Six Board Members present. Morris Kivett absent.
  
- 2 .. **Member Comments, Communications, Brief Announcements:** Dick Cook reviewed the agenda. A question from a new homeowner asked about building plans for the area behind their home [between Phase 9 & Myra Rd]. Dick explained that Myra Road Commercial Property [MRC] was zoned commercial and is no longer a part of the HOA. Bob Rupar, MRC Spokesman for the owners recently said it continues to be important that whatever is built be seen as an asset to our Village properties.  
  
Dick received a phone call asking that we check on a large tree at the top of South Creek hillside. The limbs are encroaching on the neighbor's property and may be a safety issue. Dick will check on the tree in question. This led to a discussion of the ownership of our South of the Creek Hillside property and maintenance responsibility. Dick and Henning will look into the ownership and liability issues and report to the Board at a future meeting.
  
- 3 .. **MINUTES:** Marie moved; Marilyn seconded that we approve the Minutes from 03.27.2019 as presented. Motion passed unanimously.
  
- 4 .. **FINANCIALS:** Marie Evans presented the Financial Report. We are on target for a third of the way through the year. Marie pointed to several areas where money was spent during the past month. Marie moved, Henning seconded that we accept the April 2019 Financial Report as presented. Motion passed unanimously
  
- 5 .. **2019 VGC DRAFT HOMEOWNER Directory:** Marilyn Vogel thanked John Jaso and Kurt Carlson for their assistance. Marilyn is working on a directory that will include emergency contact for every homeowner, their personal contact information and even their pet information. This is the first time we have attempted to put together a full roster of all our members. We have yet to determine how it will be distributed and to whom. People will have the option to request that their personal information not be distributed. Dick thanked Marilyn for taking on this task.
  
- 6 .. **Water Conservation & Plant Health Update:** Dick thanked John & Yvonne Jaso and Marilyn Vogel for taking on a lead role with this issue. The irrigation plan is to water less often, but water deeper to encourage root growth of turf, shrubs, plants, and trees. Work will continue on this as we determine what each area needs and how the sprinkler timers can be coordinated. We encourage homeowners to not overwater their backyards and to replace sprinkler heads with those that produce larger drops that evaporate less.
  
- 7 .. **Common Area Update**
  - A .. **June 6-7, Phase 9 Sealcoat ..** Ray Goff reported that this work is scheduled and the homeowners are being notified about parking away from the roads being resurfaced.
  
  - B .. **June 12-13, Phase 6 Sealcoat ..** This area is also scheduled, and homeowners have been given initial instructions. The cost for both sealcoating projects is funded from our 2019 Reserve Budget.
  
  - C .. **June 24 Meeting with Reserve Study Professional Joel Tax:** This will be an on-site visit. Ray Goff, Henning Guldhammer and Lanny Collins will meet with the representative. We will receive a

report sometime in mid-August. The final report will be presented to the Annual Member Meeting in December.

**D .. East Pond Planning:** Dick reported that a group of homeowners living near the pond met and discussed options. Something needs to be done since the sides of the pond are slowly collapsing. A new liner is needed if we want to continue supporting a pond in that area. No final proposal has been made but, if we are to complete work in 2019, the Board and ARC will need to act soon. Dick will bring the cost analysis to the next board meeting for possible action.

- 8 .. ARC Update:** Jim Murphy has been working on an addition to the website for ARC. He sent the link to board members and other leaders and would like feedback. In addition, Jim shared that he is purchasing signs for several areas in the Villages. Of special concern are blind spots affecting both pedestrians and vehicles including other safety concerns. Speed bump painting is also planned soon.
- 9 .. Pahlisch Homes:** The company is almost finished with their building and will soon leave. Pahlisch Management has been very cooperative, professional, helpful and highly supportive of our VGC Governance and its challenges. Dick, Ray, Scott Towslee presented a list of items for Pahlisch to complete before exit .. A full set of engineering drawings was promised but not received yet .. and we have one home that still needs to have their irrigation timer hard wired. In addition, Jason Spence, Pahlisch Management sent a sincere thank you to Cassie Siegel, Ray Goff and Scott Towslee and others who contributed to the success of the Pahlisch Homes & VGC partnership.
- 10 .. VGC Volunteers Acknowledgement & Future Needs:** Dick acknowledged that we would not be as far ahead with several projects if it were not for our homeowner volunteers. Several homeowners have been involved in the initial planning stages of the small pond remodel project. Volunteers from Phases 7, 8, and 9 have been seen contributing labor to their adjacent common areas. Our VGC and Phase committee members are volunteering time and talents to the governance of the Association. We know that we cannot function well without our volunteer help and we are appreciative for every person who gives their time and talents.
- 11 .. Strategic Planning Committee [SPC] Update:** John Cress reported that the SPC has been compiling the information received in the focus groups that has produced many ideas to be considered in the DRAFT of our proposed new Covenants and Bylaws. As we transition from a construction project to a community of established homes, we are changing our focus and our names. The term "Phase" will be replaced by "Village" and individual Villages will be encouraged to name their own Village. We could have a Whimbrel Village or Swainson Village, or whatever names are chosen. It's going to be an exciting time.

Meanwhile, Kurt Carlson has been working on the drafts of our proposed new CC&Rs [Covenants] and also will begin working on the draft of our proposed new Bylaws. Kurt is distributing copies of his most recent draft and is asking for feedback. The CC&Rs will be shorter in length than our current document and will comply with Washington State Law 64.90. Once we have what we want that is close to a final draft, we will submit the document for review to our attorney who will check it for all legalities. Kurt will be updating his cover sheet and sending out a more complete draft to a larger group of people in order to get more feedback. The proposed new Covenants & Bylaws will need two thirds vote of all homeowners.

**12 .. Executive Session:** Not needed this month.

**13 .. Next Board Meeting .. Tentative June 26 @ 2:00 p.m. [at SonBridge]**

**Attachments to the minutes:** [1] Dick Cook's Talking Points on several topics.  
[2] Kurt Carlson's initial draft of the covenant documents.

May 29, 2019

## VGC MASTER BOARD .. TALKING POINTS

### EAST POND PLANNING & GOALS

- [1] stop bank erosion [cave-ins] encroaching on adjacent homeowner property & common area landscape
- [2] MB/ARC to decide on the final design [including future landscape/pond maintenance costs]
- [3] SAFETY design and future landscape maintenance TOP PRIORITY
- [4] NEXT STEP .. PRE BID consultations .. Smith Brothers and Fazzari Excavation

### WATER CONSERVATION & Turf, Shrub, Tree Health [front yard/beds/common areas]

\* Irrigation Guidelines from John Jaso

**GOAL .. improve plant health & conserve irrigation water by reducing number of irrigation days and increasing irrigation times allowing for deeper watering to improve plant root growth**

- PLAN ..**
- [1] to work with Phase Presidents their Yard Care Contractors & Master Board with a special focus on Phases 1, 2, 5, 6, 7 who are connected to a CP shared irrigation line.
  - [2] \* educate all homeowners with a focus on those who control their back/side yard timers
  - [3] Hopefully Phases can find a volunteer or landscape contractor to assist homeowners with back/side yard irrigation timer instruction and oversight if needed

### PAHLISH HOMES EXIT CHECK LIST & Agreement

- [1] Pahlisch Homes agreed to [1] replace 3 common area trees [columnar Norwegian Maple] in Phase 9 Alley
- [2] Provide Engineering [as build" Drawings] for Phase 9
- [3] finish installation & hard wiring of irrigation times on homeowner garages
- [4] declined to repair inside corners on Whimbrel Loop Road where drivers damaged homeowner lawns

### 2020 RECRUITMENT Needs

- [1] Master Board & ARC volunteers
- [2] VGC WebMaster
- [3] Phase Officers: President/Chair, Secretary, Treasurer + LandScape Rep.
- [4] Volunteers for Committees & Special Projects

### OTHER NEEDS ??

### VOLUNTEER ACKNOWLEDGEMENT & IDEAS

- .. Phase 8 [special work parties in adjacent Creek and internal phase common areas]
- .. Phase 9 [single volunteer cut down early start THISTLES on Phase 9 common area hill side]
- .. Phase 7 [volunteers mowing S Creek walking trail surrounds with Ray Goff and Roger Willams]
- .. Phase 7 [volunteers working on pond and surrounds + Pheasant GVW Common Area]

### OTHER VOLUNTEERS ??

2019-05-29 Document Status :

Declaration (CCRs) discussion draft (18 pages) is ready after 1 additional review. It is based on our existing (18 pages), using Pahlisch as rewrite template (30 pages), Cortesa 64.90 example (50 pages), and 64.90 law (86 pages). Objective was to, correct, clarify, move appropriate items down to Bylaws or Rules/Regs/LUS, and explicitly specify Restrictions. Items which will require Board review/decision:

1. Article 4 General Use Restrictions (attached). Incorporated 13 of 30 from Palisch. These are items which MUST be in CCRs if we want to enforce them. If we do not enforce we can move down. Some of the remaining 17 Pahlisch will appear in Bylaws/Rules (will list the 17 below).
2. Define/approve 2.4 "Limited Common Areas". Included only P7 creek areas and P10 gates. There are some other areas behind specific houses in P7 and P8 which are not fenced and do not have restricted access. If it was not restricted, did not consider it LCA. Significance in defining LCAs is if private or to be assessed to benefiting owners, they MUST be listed in CCRs.
3. Article 6 ARC (attached): stripped down, majority moves to Bylaws/Rules. Suggest we "re-brand" ARC as more a Community|Aesthetics|Maintenance Committee (and hopefully eliminate previous stigma). Name?
4. Determine %|amount for 8.5 special and 8.6 emergency assessments which Board can determine without vote of Association. Suggest amounts, currently % from Pahlisch.
5. Article 9 Enforcement, particularly 9.1 and 9.2, but contemplate how for Bylaws/Rules.
6. 11.2 participating % for approval (if attorney acknowledges we can do this), stated 34%.
7. Decision on "unified accounting" (attorney recommended), will be in Bylaws/Rules.
8. 9.5 states unpaid assessments are a "common expense" (e.g., all Owners not just Phase).
9. More to be identified as Bylaws are redrafted.

Ultimately, this must be approved by 67% of ALL. We need to carefully consider anything which puts that at risk and if appropriate draft those as independent votes so we move something forward.

While I encourage others to read it all, it still contains much legalese (not a pleasant read). Possible next steps (please provide direction):

1. Gather input, incorporate "obvious" changes for another draft by June meeting.
2. Discussion time in June meeting|workshop to decide changes desired by Board; have discussion draft of Bylaws and "Fee Schedule" ready to introduce by June.
3. Finalize CCRs for initial Attorney review by July and discussion time|workshop for Bylaws.
4. Be prepared for broad Association review and discussion by early September (Board discussions and/or Phase workshops).

Pahlisch "General Use Restrictions" not included in current CCRs Draft, several will be in Bylaws/Rules: Temporary Structures, Fences and Hedges, Service Facilities, Air Conditioning Units, Firearms and Fireworks, Antennas and Satellite Dishes, Exterior Lighting or Noisemaking Devices, Pest Control, Grades, Slopes and Drainage, Additional Restrictions, Minimum Floor Area, Completion of Improvements.

**Article 4**  
**General Use Restrictions**

4.1 **Residential Use.** Lots shall only be used for residential purposes. Except with the consent of the Board of Directors of the Association, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any such Lot. The mere parking on a Lot of a vehicle bearing the name of a business shall not, in itself, constitute a violation of this provision. Nothing in this paragraph shall be deemed to prohibit (a) activities relating to the rental or sale of Living Units, and (b) the right of the Owner of a Lot to maintain their professional personal library, keep their personal business or professional records or accounts, handle their personal business or professional telephone calls or confer with business or professional associates, clients or customers, in their Living Unit. The Board of Directors shall not approve commercial activities otherwise prohibited by this paragraph unless the Board of Directors determines that only normal residential activities would be observable outside of the Living Unit and that the activities would not be in violation of applicable governmental ordinances.

4.2 **Leasing and Rental of Living Units.** No Owner may lease or rent their Living Unit for a period of less than thirty (30) days. All leases or rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of This Declaration and the Articles of Incorporation and Bylaws of the Association, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. If the Board of Directors finds that a lessee or tenant has violated any provision of such documents or rules and regulations, the Board may require the Owner to terminate such lease or rental agreement and/or pay any assessed fines or damages. The Villages were designed to be Owner occupied and are maintained to a large degree by volunteer effort which rentals generally do not contribute. In addition, excessive rental rates negatively impact mortgage rates. Therefore, target Owner occupancy for each phase is 85%. Rentals in effect prior to this restated declaration are grandfathered until Ownership changes. Rentals to immediate family are excluded and the Board may approve hardship rentals. All leases must be recorded with the Board including a record maintenance fee.

4.3 **Offensive or Unlawful Activities.** No noxious or offensive activities shall be carried out upon The Villages, nor shall anything be done or placed in The Villages which interferes with or jeopardizes the enjoyment of The Villages, or which is a source of annoyance to Owners or occupants. No unlawful use shall be made of The Villages or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over The Villages shall be observed. Owners, Occupants, and guests shall refrain from making loud noises or playing musical instruments, radios, televisions, electronic music, loud cell phone conversations, using amplifiers, or any other noise that may disturb other Owners or Occupants, especially between the hours of 9pm and 7am. Owners, Occupants, and guests shall respect all neighbors' rights to privacy.

4.4 **Maintenance of Structures and Grounds.** Each Owner shall maintain the Owner's Lot and Improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire or other hazard. Such maintenance shall include, without limitation, exterior painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks,

landscaping, lights and fences on alleys and other exterior improvements and glass surfaces. All repainting or restaining and shall abide by the Land Use Standards. In addition, each Owner shall keep all sidewalks, shrubs, trees, grass and plantings of every kind on the Owner's Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each Owner and shall be restored within a reasonable period of time.

4.5 **Vehicles and Parking.** The following applies to Owner, Occupant, and guest parking within The Villages. Violations may be subject to fines or impoundment as identified in governing documents:

(a) **Vehicles in Disrepair.** No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked on the Owner's Lot for a period in excess of forty-eight (48) hours. A vehicle shall be deemed in an "extreme state of disrepair" when the Board or ARC reasonably determines that its presence offends the occupants of the area due to its appearance or continued inoperability.

(b) **Noisy and Hazardous Vehicles.** The Board may restrict access to The Villages of any vehicle, which, in the reasonable determination of the Board or ARC, is too noisy or constitutes a safety hazard.

(c) **Owner Parking.** Parking of vehicles by Owner shall be restricted to the Owner's garage or driveway and not extend into any street or sidewalk.

(d) **Street Parking.** Street parking is permitted on a temporary basis in areas designated by the Board. The streets of The Villages are designed to accommodate pedestrians as well as vehicles. The streets must remain unimpeded for emergency vehicle access. After dark street parking of any vehicle is prohibited without an explicit approval by the Board or ARC via an authorized parking pass.

(e) **Grass.** Parking or driving on grass is not permitted. Any damage to landscaping or irrigation will be assessed to offending Owner.

4.6 **Outside Furniture.** Furniture left outside a Living Unit visible from streets or common areas shall be limited to items commonly accepted as outdoor or patio furniture and must be maintained in a presentable condition. Outside decorations visible from any street or common area must abide by the general aesthetics of The Villages.

4.7 **Window Coverings.** Window coverings visible from the outside of the Living Unit must be: (a) in good working order; (b) a neutral color compatible with the home/trim color; and (c) of a design and materials standard in the window dressing industry such as drapes, mini-blinds, etc. Sheets, blankets, plastic paper, foil, etc. are not allowed.

4.8 **Non-biodegradable Substances.** No motor oil, paint or other caustic or non-biodegradable substance may be deposited in any street drain, sewer system or on the grounds within The Villages. Any fine and/or costs associated with the cleanup of any non-biodegradable substance that is caused by any Owner or their Occupants or guests shall be responsibility of the offending Owner.

4.9 **Building Materials.** All building materials to be incorporated into and visible as a part of the external structure of any building or other structure will be regulated by the ARC and the Board approved Land Use Standards. No building, fence, wall or other structure shall be commenced, erected or maintained within The Villages, nor shall any exterior addition or change or alteration therein be made within The Villages until the plans and specifications showing the nature, kind, shape, height,

materials and location of the same have been submitted to and reviewed and approved in writing by the ARC as described by governing documents. In the event of significant construction, the Owner may be assessed a reasonable fee for ARC to engage a professional engineer or architect to review submitted plans.

4.10 **Association Rules and Regulations.** In addition, the Association from time to time may adopt, modify or revoke such nondiscriminatory Bylaws, rules, and regulations governing the conduct of persons and the operation and use of The Villages as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of The Villages. The Association Board of Directors thereof, shall deliver a copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation promptly to each Owner. The Board of Directors of the Association may adopt the rules and regulations, except as may be otherwise provided in the Bylaws of the Association.

**Article 5**  
**Association**

**Article 6**  
**Architectural Review**

6.1 **Architectural Review Committee.** The Architectural Review Committee (ARC) shall be appointed by the Board and shall consist of at least three members including at least two Board members.

6.2 **Scope of Responsibility.** The ARC is a committee authorized by the Board to review, advise, arbitrate, approve, reject, and enforce the General Use Restrictions of This Declaration pertaining to structures and the general aesthetics of The Villages. Reviews will consider the harmony of external design and location of external changes in relation to surrounding structures and topography.

6.3 **Land Use Standards.** The ARC will document and maintain Land Use Standards (LUS) which shall be approved by the Board and made available to all Owners. Wherever possible, the LUS will be guidelines that Owners can follow to minimize need for review or approval.

6.4 **Committee Operation.** ARC operation will be defined in the Bylaws.

6.5 **Liability.** Neither the ARC nor any member thereof shall be liable to any Owner, Occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the ARC or a member of the ARC, and the Association shall indemnify the ARC and its members therefrom, provided only that the member has, in accordance with the actual knowledge possessed by them, acted in good faith.

6.6 **Appeal.** Any Owner adversely affected by an action of the ARC may appeal such action to the Board of Directors of the Association as specified in Bylaws.