

Clearview HOA Special Meeting January 13, 2025

A Special Meeting was called to address the amount to be paid by Clearview Commercial LLC for the upkeep of the park.

Attending:

Presiding: Chris Christensen

Secretary: Valerie Atchison

Treasurer: Elaine Yates

Director: Erin Douglas

Director: Tony Rosca

Commercial Representative: Evan Archerd

Evan said that the Commercial organization is supposed to pay 1/3 of the maintenance and upkeep of the park. Evan had brought to the Board's attention that the LLC is in arrears. Walsh should be able to come up with a figure based on what we decide is fair, and the estimated percentage of landscaping that is fair. Since the LLC received no benefit from the park after the fire it seems fair that they not pay for that time, except for the one year covered by insurance after the commercial buildings had burned.

Oliva was asked to give us a percentage of the monthly landscaping that would reflect the amount of time and materials dedicated to the park. Oliva gave 3 estimates: 25%, 8%, and 18%. Evan thinks that 18% is appropriate.

Valerie made the motion to accept the 18% as appropriate and fair.

Elaine agreed that 18% is appropriate for landscaping.

Erin seconded the motion

Chris posed the question and the motion passed unanimously that the park takes 18% of the landscaping provided by Oliva, and that the LLC will pay 1/3 of that 18%.

Evan noted that due to changes in office personnel at the LLC, Clearview LLC stopped paying its share of park upkeep starting January 1, 2020. The LLC resumed payment in April, 2024.

The LLC's extra residential properties have paid dues to the HOA all along, without a break, as if they were members of the HOA.

The LLC believes that it is reasonable to not pay for the park from the period not covered by insurance after the fire and the commercial buildings were destroyed until April, 2024. The insurance ended in September, 2021. Evan believes that since the commercial LLC did not benefit from the park for that period of time, it should not have to pay for the park for 26 or 27 months—the period from September of 2021 through January 2021.

Evan clarified that the LLC should pay for one third of 18% of the landscaping, plus power, water and whatever extra work the park requires.

Erin noted that Oliva was not the landscaper for most of that time, so landscaping costs have varied depending on the contractor.

Evan will draft an email for Walsh covering the applicable dates, the services to be covered and the formula to apply for charging the LLC. The costs addressed should include the water, power, landscaping costs, and any other necessary maintenance.

Evan suggested that the Motion should read that Clearview Commercial LLC will reimburse the HOA one third of the landscaping costs for the park, for the period covering January 21, 2020 through September 30, 2021, the period covered by the LLC's insurance. The period between the end of September, 2021 and January 2024, the LLC will not pay for park upkeep.

Erin moved to accept the motion.

Valerie seconded the motion.

The motion was carried unanimously, with Evan recusing.

Evan reported that he had spoken with Walsh, at the request of the Board, to inform them that there will be no more discounts for early payment of dues.

Elaine contacted Walsh to add the cost of Google Space to the budget.

Evan had also asked Walsh if they can send delinquent members a letter informing them that a lien would be placed on their properties

for nonpayment of dues. Walsh does not provide that service. Evan suggested that we consult with the paralegal that Bram had found.

Erin said that she will contact Ariel, our website manager, to remove the line regarding discounts for early multiple payments of dues.

Valerie will draft the letter to Members regarding rescinding the discount, and will include the date of the Members Annual Meeting. The letter will go out both by email and hard copy via USPS.

Meeting adjourned.