

**MINUTES OF THE
HILLCREST AT THE FARM HOMEOWNER ASSOCIATION
BOARD OF DIRECTORS MEETING
FEBRUARY 20, 2020**

MEETING CALLED TO ORDER

The Board of Directors for the Hillcrest at The Farm Homeowners Association, Inc., met on February 20, 2020 at the PCMS Offices. Present was: Brad Hughes. Present telephonically were Brian Smith and Mike Broker. Also present was Mark Eames, PCAM with PCMS. Brian Smith, President, called the meeting to order at 6:12 p.m. and asked Mr. Eames to run the remainder of the meeting.

DISCLOSURE STATEMENT FILINGS

Mr. Eames noted that all general disclosure statements have been filed on behalf of the members of the Board of Directors as required by Colorado State Statute and are maintained as part of the Association's corporate files.

OFFICER REPORTS

Nomination and Election of Officers: The following Directors were nominated for the following positions as Officers of the Corporation for 2020:

Brian Smith	President
Mike Broker	Vice-President
Lindsay Radford	2 nd Vice-President
Brad Hughes	Secretary
Scott Rolsen	Treasurer

Motion was made, seconded and with no public comment, unanimously passed to approve the slate of Officers for 2020.

RECORD OF PROCEEDINGS

The next item of business was to review the August 1, 2019 and September 5, 2019 record of proceedings. Motion was made, seconded and with no public comment, unanimously passed to accept the August 1, 2019 and September 5, 2019 record of proceedings as presented.

FINANCIAL REVIEW

The unaudited financial and delinquency reports through December 31, 2019 were presented and reviewed by Mark Eames. Upon a final review, a motion was made, seconded and with no public comment, unanimously passed to accept and file for audit the financial and delinquency reports for the months ending through December 31, 2019.

LEGAL REPORTS

The Board of Directors reviewed the legal updates as provided by management in their quarterly informational packet.

The Board went on to review the 2020 Legal Services and Fee Summary provided by Altitude Community Law. Upon review, a motion was made, seconded and without public comment, unanimously passed to execute the agreement for 2020 for the Non-Retainer and Risk Sharing program with Altitude Community Law.

MANAGEMENT REPORT

Mark Eames reviewed the written management report as provided to the Board of Directors in their informational Board packet.

UNFINISHED BUSINESS

2020 Pool Services Agreement: The Board of Directors reviewed the proposals submitted by Front Range Recreation and Clean Pools for the 2020 pool season. After a lengthy discussion, a motion was made, seconded and without public comment, unanimously passed to execute the alternate agreement with Front Range Recreational with the hours of 10:00 a.m. to 8:00 p.m. at a cost of \$ 48,000.000 for the 2020 pool season, see Attachment A.

NEW BUSINESS

ADA Compliance Considerations: Mr. Eames reviewed the information submitted from Front Range Recreation regarding the steps that would need to be taken to make the clubhouse facility ADA Compliant. After a brief review the Board asked management to solicit Front Range to try and narrow down some additional costs for the work to be presented at the Boards May 2020 meeting.

Umbrella Insurance Policy: The Board discussed setting the umbrella insurance liability limit to \$ 2,000,000.00. After a brief review , motion was made, seconded and unanimously passed to set the Association umbrella insurance limit to \$ 2,000,000.00.

Homeowner Public Forum: There were no members in attendance.

ADJOURNMENT

The meeting was adjourned. The next regularly scheduled meeting of the Board was tentatively set for May 7, 2020 at 6:00 p.m.

IN WITNESS WHEREOF, the foregoing has been duly executed by the Board of Directors as of the 7th day of May, 2020.

HILLCREST AT THE FARM BOARD OF DIRECTORS

By Mark L. Eames
Secretary / Authorized Agent

POOL MANAGEMENT AGREEMENT

THIS POOL MANAGEMENT AGREEMENT (the "Agreement") is made by and between Front Range Recreation ("FRR"), a Colorado corporation, and the Hillcrest at The Farm Homeowners Association (the "Association"), a nonprofit corporation of the State of Colorado, hereinafter referred to collectively as the "Parties":

RECITALS

WHEREAS, the Association is a nonprofit corporation comprised of individual owners who own Units at the Common Interest Community administered and managed by the Association, as defined in C.R.S. Section 38-33.3-101 et seq., and is empowered to provide, operate, manage and fund recreation programs; and

WHEREAS, FRR is engaged in the business of managing swimming pool operations, including season start-up and close-down of facilities and equipment, provision of lifeguard services, minor maintenance services, and coordination of instructional swim programs; and

WHEREAS, the Association has constructed certain recreational facilities, including swimming pools and children's wading pools located at 17668 East Euclid Place in Aurora, Colorado; and wishes to operate these recreational facilities economically and to provide a high level of safety, security and quality of service for users of its recreational facilities; and

WHEREAS, the Association's swimming facilities governed by this Agreement shall include the swimming pool(s) located on the premises, any wader pool, spray park, hot tub or spa, and the surrounding deck areas collectively referred to as the "Pool"; and

WHEREAS, the Parties deem it in their best interests to enter into this Agreement to set forth the terms and conditions regarding the management and operation of the Association's swimming pool facilities;

NOW THEREFORE, in consideration of the mutual undertakings herein contained and other good and valuable consideration the parties covenant and agree as follows:

ARTICLE I
RESPONSIBILITIES OF PARTIES

1.01 FRR agrees to oversee and manage the day-to-day operations of the Pool, and to advise the Association on matters relating thereto. Such oversight and management to include, but not necessarily be limited to, the following:

1.01.1 Prepare Pool and related facilities for the season, including, but not limited to, removing Pool cover, cleaning the Pool, cleaning surrounding facilities as agreed to

by the Parties, draining and filling Pool, verification of proper operation of all equipment and placing same in proper operating condition; complete visual check of all plumbing; test and inspect filtration system; drain and fill pool; circulate water through filtration system; backwash and vacuum pool; mount diving board, guard chairs and ladders; and clean equipment and furniture in accordance with local health and safety standards.

1.01.2 Advise the Association of any circumstances or conditions which require attention and direction by the Association, and otherwise advise the Association of all matters relating to the Pool to maximize convenience, safety, and service levels for users of the facilities, while minimizing associated costs of operation.

1.01.3 Provide supervision as agreed to by the Association and FRR, during all hours of operation and Association approved events.

1.01.4 Assist the Association with determining specifications for necessary equipment and supplies and assist with ordering equipment and supplies prior to the opening of the Pool, during its operation, and for closing.

1.01.5 Maintain chemical balance of Pool water, operate pumps and facilities and advise the Association of necessary maintenance or repairs. FRR will make available all chemicals necessary for the Pool, and other supplies including those necessary for the cleanliness and use of the restroom facilities, first aid and office supplies at market rates to the Association on a reimbursement basis to FRR. The Pool, through the Association, is to provide chemical storage facilities in accordance with local health authority guidelines. Prices of chemicals and other supplies may change without notice.

1.01.6 Provide necessary maintenance and cleaning of pool, deck, locker rooms and showers, office, pool furniture and equipment, storage facility and other areas of the Pool such that the Pool and related facilities are maintained in a clean, uncluttered condition at all times, except that the Association shall be responsible for irrigating and mowing all grass areas. FRR shall not be liable or responsible for incidents occurring outside of the designated Pool area, including outside landscaping grounds, club house areas not maintained by FRR, parks, and/or parking lots. FRR will be responsible for maintaining the condition of the pool in conformity with the standards, rules and regulations set by the local health authority. FRR shall maintain accurate chemical test and usage records and maintain appropriate first aid kit(s) in compliance with local health and safety standards. FRR Shall not be held liable for the condition of the Pool and equipment prior to signing of this Agreement. FRR will not be responsible for adverse property conditions at the Pool or surrounding area caused by actions of the Association, acts of God, or others, including incidents involving cement heave, landscaping, or irrigation or deck drains, not under the control or supervision of FRR.

1.01.7 FRR may make available to the Pool residents private or group swimming lessons as agreed to by the Parties. Group swimming lessons and programs shall be conducted at times approved in advance by the Association. Fees for such lessons and programs may be

charged by FRR to the Pool residents participating in instructional programs and assessed in accordance with FRR swimming lesson program.

1.01.8 Enforce rules and regulations as established by the Association. The Association is responsible for developing all pool rules and regulations and providing them to FRR for implementation.

1.01.9 Provide staffing for after hours pool parties at the rate of \$30.00 per hour per lifeguard, such fees to be paid directly by the pool party sponsor, not the Association. Lifeguards for private parties must be employees of FRR. All after hour's parties must have one (1) lifeguard for each 25 people in attendance, and a minimum of two (2) lifeguards on staff for all after hour's parties is required. Lifeguards for parties shall be arranged through FRR at least fourteen days in advance.

1.01.10 At the closing of the Pool for the season at the agreed upon date between the Parties, FRR shall terminate Pool operations, clean all associated facilities, and close the Pools for the season, including normal winterizing procedures such as complete visual check of all plumbing; winterize pump and motor; blow out pool lines; set all valves at appropriate settings; drain chemical feeders; drain filtration equipment; remove, clean and store skimmer baskets, vacuum equipment, diving board, guard chairs, and other removable equipment; and inspect pool and equipment and list repairs required for next season. The Association acknowledges that there are inherent risks in operating and maintaining the Pool. The Association agrees, to the extent allowed by law, to indemnify and hold harmless FRR against claims of damages which may occur from the Pool operations, management, or maintenance, except for gross negligence on the part of FRR.

1.02 The Association agrees to purchase through FRR for all materials, supplies and equipment necessary for the operation and use of the Pool and surrounding facilities at market rates to the Association on a reimbursement basis to FRR. The Association further agrees to provide oversight and direction for the operation of the Pool through an Association Manager, including coordination of acquisition of supplies and equipment as requested or recommended by FRR; determination of hours of operation and operating procedures and regulations, with FRR's assistance; and coordination of communications with the Pool residents and other authorized users.

1.02.1 In the event a condition arises which halts or interferes with proper operation of the pool, FRR agrees to notify the Association manager immediately. FRR shall be available to explain the condition, its probable cause, and the options available for correction or repairs, and the costs involved. Upon authorization from the Association, repairs will be made as soon as possible. Labor and/or materials used to make repairs shall be charged to the Association and are not considered to be included in the contract price as set forth herein. The rate for labor shall not exceed \$85.00 per hour. Each service call for repair is charged a \$35.00 trip charge. No repairs in excess of \$500.00, other than emergency repairs, will be done without the prior authorization from the Association.

1.02.2 The Association shall be responsible for preparation and maintenance of the bathroom facilities plumbing, and the winterizing of the bathroom plumbing at the close of the pool season.

1.02.3 The Association shall furnish and pay for water, electricity, gas, and telephone service. The Association shall have services available no later than April 1, 2020. The Association shall provide (1) full set of keys for access to pool area and equipment at the signing of this Agreement.

ARTICLE II
STAFFING

2.01 FRR shall provide general management direction and operating policy coordination and direction. Those responsibilities shall include but not necessarily be limited to:

2.01.1 Assistance with determination of equipment and supplies necessary for operations, and with identification of qualified vendors.

2.01.2 Recruiting and hiring operating personnel, subject to the approval of the Association.

2.01.3 Supervision of lifeguards and other operating personnel to include periodic inspection of the Pool, and coordination meetings with pool manager and other operating personnel and the Association.

2.01.4 Recommending to the Association adjustments in operations in order to provide appropriate services to the Pool users in the most cost-effective manner.

2.02 The Pool staff shall include a pool manager and lifeguards, and such staff shall be assigned as hours of operation and activities require. All lifeguards on staff shall be trained in Lifeguarding which includes CPR, AED and first aid training prior to the pool opening.

2.03 On-site staff will consist:

<u>2020 Dates</u>	<u>Days</u>	<u># of Lifeguards</u>	<u>Hours</u>
5/23 – 8/16	7 Days	2	10:00 A.M. - 8:00 P.M.
8/17 - 9/7	Mon-Fri	2	4:00 P.M. - 8:00 P.M.
	Sat & Sun	2	10:00 A.M. - 8:00 P.M.

*2020 season is 1 week longer than traditional pool season

<u>2021 Dates</u>	<u>Days</u>	<u># of Lifeguards</u>	<u>Hours</u>
5/29 – 8/15	7 Days	2	10:00 A.M. - 8:00 P.M.
8/16 - 9/6	Mon-Fri	2	4:00 P.M. - 8:00 P.M.
	Sat & Sun	2	10:00 A.M. - 8:00 P.M.

*8/16 date modified to coincide with Cherry Creek Public Schools calendar

2.04 The Association shall have the right to request the pool hours be extended. To extend until 9:00 P.M. would result in an additional fee, per week, of \$280.00, a fee of \$80.00 for Friday and Saturday nights or a daily fee of \$40.00. To extend until 10:00 P.M. would result in an additional fee, per week, of \$560.00, a fee of \$160.00 for Friday and Saturday nights or a daily fee of \$80.00. FRR requires a minimum of 4-weeks-notice for request and such an extension of hours would only be applicable through August 12th.

2.05 The Association shall have the right to request replacement of any employee whose conduct, character, or performance is unsatisfactory to the Association. FRR will make every effort to make such replacement within ten (10) days of written notification by the Association if cause is found to exist for such employee's termination.

2.06 It is FRR's policy to maintain a minimum of one (1) lifeguard stationed at the Pool for every twenty-five (25) people in the guarded water, not to exceed one (1) lifeguard to thirty-five (35) people. In the event the pool capacity reaches or exceeds the 1:35 lifeguard to swimmers in the water, FRR shall have the discretion to clear the pool water to ensure the health and safety of the facility. FRR may clear the Pool for a minimum of thirty (30) minutes, or until such time that it is safe to reopen the Pool. Additional staff brought in to open the pool back up is approved and FRR will bill the Association per section 3.02.

2.07 During the period of 8/17/20 - 9/7/20 and 8/16/21 - 9/6/21 in section 2.03, no lifeguard will be on duty before 4:00PM on weekdays (Monday – Friday). FRR will post signage for patron notification during these times that read NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK which will be placed at the sign in station for your pool and near the lifeguard stand which will be visible from the pool. FRR will ensure that the facility is open to patrons at the regular pool open hours and access to the facility will be monitored by your pool's access system. If there is not an operational access system in place, the pool will remain closed until the hours indicated in section 2.03.

ARTICLE III COMPENSATION

3.01 The Association shall compensate FRR for Pool management services in payments according to the following schedule. The schedule includes all costs to the Association, except the costs of materials, supplies and equipment purchased by FRR pursuant to Section 1.02 of this Agreement. FRR shall bill the Association no later than the first day of the month for that month's regular payments and reimbursable costs incurred to date. Payments will be made no later than the fifteenth of each month. The last payment shall not be made until final pool shutdown is completed.

Payment Number	2020 Date	Percentage	Amount
1	April 2020	5%	\$2,400.00
2	May 2020	20%	\$9,600.00
3	June 2020	20%	\$9,600.00
4	July 2020	20%	\$9,600.00
5	August 2020	20%	\$9,600.00
6	September 2020	10%	\$4,800.00
7	October 2020	5%	<u>\$2,400.00</u>
Total			\$48,000.00

Payment Number	2021 Date	Percentage	Amount
1	April 2021	5%	\$2,350.00
2	May 2021	20%	\$9,400.00
3	June 2021	20%	\$9,400.00
4	July 2021	20%	\$9,400.00
5	August 2021	20%	\$9,400.00
6	September 2021	10%	\$4,700.00
7	October 2021	5%	<u>\$2,350.00</u>
Total			\$47,000.00

3.02 The adopted payment schedule includes compensation for lifeguards daily. Any additional lifeguard services shall be subject to approval by the Association, the requirements set forth in Section IV of this Agreement, and adjustments to the above schedule shall be made at the rate of \$20.00 per lifeguard hour.

3.03 The above schedule of compensation also includes opening Pool and facilities, cleaning Pool, daily maintenance, all salaries, employee taxes, and workman's compensation insurance, general liability insurance, and closing of Pool and facilities.

ARTICLE IV
DAYS AND HOURS OF OPERATION OF SWIMMING POOL

4.01 FRR will have the Pool water circulating for use at least seven (7) days prior to opening.

4.02 FRR agrees to operate the Pools in accordance with the schedule set forth in Section III of this Agreement. Regularly scheduled hours of operation may be adjusted periodically by the Association, with FRR's assistance to meet the requirements of the Pool users. Should it become necessary where this Agreement provides insufficient lifeguard coverage ratios to meet the demands for the pool usage, FRR reserves the right to bring

additional lifeguards on duty to meet the guarding requirements set forth in Section 2.05 of this Agreement. The Association shall be billed and shall pay for the additional staffing hours, and in no instance shall additional staffing exceed twenty (20) hours per week at the established rate, without prior notice to the Association.

4.03 The Pool season may be extended provided the Association notifies FRR at least six (6) weeks prior to closing of such extension. The cost for such extension shall be \$3,600.00 per week (same coverage as 8/17/20 - 9/7/20 and 8/16/21 - 9/6/21 in section 2.03).

4.04 FRR reserves the right to close the pool during inclement weather at the discretion of the lifeguards on duty. Conditions warranting closure include lightning, thunder (even if no lightning has been seen), extreme wind, rain, threatening clouds, tornado warnings and/or the temperature drops below 65 degrees (health department recommendation). The pool will reopen when the lifeguards on duty deems it safe to return to the water.

4.05 In the event the pool is closed during the season without the fault, negligence or control of FRR, this agreement shall remain in force and effect provided, however, that if the pool is closed because of equipment breakdown and/or necessity of repairs, and/or by order of public authority, and such closing shall continue for a period of seven (7) days or longer, the Association shall pay FRR fifty percent (50%) of the remaining contract provided for herein until the pool is restored to operation and use. Should the pool not reopen during the duration of this agreement, the Association agrees to pay FRR thirty percent (30%) of the balance remaining of this agreement.

ARTICLE V ILLEGAL ALIEN WORKERS

5.01 FRR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or contract with a sub-contractor who knowingly employs or contracts with an illegal alien to perform work under this Agreement. Execution of this Agreement by FRR shall constitute a certification by FRR that it does not knowingly employ or contract with an illegal alien

5.02 FRR shall require each subcontractor to certify that subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement. If FRR obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien FRR shall terminate said employee and report to the Department of Labor and Employment ("Department") and comply with reasonable requests made in the course of an investigation by the Department.

ARTICLE VI INSURANCE

6.01 Insurance. The Parties shall maintain insurance as follows:

6.01.1 FRR. FRR shall maintain commercial liability insurance, including insurance covering the professional liability of its manager and lifeguards, with companies rated "A" or better by Best Insurance Guide, to protect against any liability arising out of the performance of its obligations under this Agreement. Such insurance shall be in amounts at least equal to the limits of liability of \$1,000,000 each occurrence, \$2,000,000 aggregate, and the Association shall be named as an additional named insured on all such policies. FRR shall also maintain such workmen's compensation insurance as is required by Colorado law, covering its employees and agents. Five days prior to the opening date of the Pool, FRR shall deliver to the Association certificates of insurance evidencing compliance with this Section 6.01.1.

6.01.2 The Association. The Association shall maintain commercial liability insurance with companies rated "A" or better by Best Insurance Guide to protect against liability for existence hazards of the facilities and premises. FRR shall be named as an additional insured on all such policies. Five days prior to the opening date of the Pool, the Association, shall deliver to FRR certificate (s) of insurance evidencing compliance with this Section 6.01.2.

6.02 Relationship. The parties agree that FRR is an independent contractor, with full authority and control within the constraints of this Agreement to manage and operate the Pool, and that neither FRR nor any employee or agent of FRR is an employee of the Association.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.01 Term of Agreement. This Agreement shall remain in force from the last date this Agreement is signed until October 30, 2021.

7.02 Multiple Year Contract. The parties anticipate this Agreement to last 2 seasons, however either party may terminate this Agreement on 30 days written notice prior to the second season by March 1, 2021.

7.03 Contract Price Adjustments. If the Colorado minimum wage increases more than ten percent (10%) from the current rate upon the signing of this agreement at any time before the terms of the agreement expire, the contract amount will be increased one percent for each percent of the minimum wage increase over ten percent.

7.04 Amendments. This Agreement may be amended from time to time by mutual, written agreement of the Parties.

7.05 Severability. Invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Agreement.

7.06 Waiver. No waiver by either of the Parties of any covenant, term, condition, or

agreement contained herein shall be deemed or construed as a waiver of any other covenant, term, condition, or agreement, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

7.07 Binding Effect. The covenants, obligations, terms, conditions and provisions contained herein, and all amendments hereto shall inure to the benefit of and be binding upon the heirs, personal representatives and successors of the Parties.

7.08 Assignment. Neither this Agreement, nor any of the rights, obligations, duties or authority hereunder may be assigned in whole or in part by either of the Parties. Any such attempt of assignment shall be deemed void and of no force and effect.

7.09 Enforcement of Agreement and Arbitration. The Parties agree and acknowledge that any dispute arising out of, or relating to this Agreement, or the interpretation or breach hereof, shall be settled by binding arbitration in accordance with the laws of the State of Colorado.

7.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Colorado.

THIS AGREEMENT HEREBY CONSENTED TO AND SIGNED:

FRONT RANGE RECREATION, INC.

By: _____
President

Dated this: _____

HILLCREST AT THE FARM HOMEOWNERS ASSOCIATION

By: _____
President

Dated this: _____

**MINUTES OF THE
HILLCREST AT THE FARM HOMEOWNER ASSOCIATION
BOARD OF DIRECTORS MEETING
May 7, 2020**

MEETING CALLED TO ORDER

The Board of Directors for the Hillcrest at The Farm Homeowners Association, Inc., met on May 7, 2020 at the PCMS Offices via Zoom conferencing. Present were: Brad Hughes, Brian Smith, Lindsay Radford and Mike Broker. Also present was Eli Schlagel and Jennifer Thomas with Front Range Recreation and Jessica Moser and Mark Eames, PCAM with PCMS. Brian Smith, President, called the meeting to order at 6:05 p.m. and asked Mr. Eames to run the remainder of the meeting.

DISCLOSURE STATEMENT FILINGS

Mr. Eames noted that all general disclosure statements have been filed on behalf of the members of the Board of Directors as required by Colorado State Statute and are maintained as part of the Association's corporate files.

OFFICER REPORTS

RECORD OF PROCEEDINGS

The next item of business was to review the February 20, 2020 record of proceedings. Motion was made, seconded and with no public comment, unanimously passed to accept the February 20, 2020 record of proceedings as presented and authorize the Managing Agent to execute the minutes for the record.

FINANCIAL REVIEW

The unaudited financial and delinquency reports through March 31, 2020 were presented and reviewed by Mark Eames. Upon a final review, a motion was made, seconded and with no public comment, unanimously passed to accept and file for audit the financial and delinquency reports for the months ending through March 31, 2020.

LEGAL REPORTS

The Board of Directors reviewed the legal updates as provided by management in their quarterly informational packet.

MANAGEMENT REPORT

Mark Eames reviewed the written management report as provided to the Board of Directors in their informational Board packet.

UNFINISHED BUSINESS

ADA Compliance Considerations: Mr. Eames reviewed the information submitted from Front Range Recreation regarding the various proposed costs to make the clubhouse and pool facilities ADA compliant. After a brief review the Board agreed to take a look at these proposals during the 2021 budgeting session to determine if it made economic sense for the community to complete the work in order to be able to allow outside memberships to the facility, which in turn would generate additional revenue for the Association.

NEW BUSINESS

2020 Pool Furniture Quotes and Discussion on the 2020 Opening: The Board of Directors reviewed the proposals submitted by Front Range Recreation for the pool furniture and open suggestion for the 2020 pool season. After a brief discussion, the Board agreed to table further discussion until further information can be obtained from either the CDC or Tri- County regarding the ability of the Association to open the pool for the 2020 pool season.

ADJOURNMENT

The meeting was adjourned. The next regularly scheduled meeting of the Board was tentatively set for August 6, 2020 at 6:00 p.m.

IN WITNESS WHEREOF, the foregoing has been duly executed by the Board of Directors as of the 6th day of August, 2020.

HILLCREST AT THE FARM BOARD OF DIRECTORS

By Mark Eames Agent
Secretary/Authorized Agent

**HILLCREST AT THE FARM OWNERS ASSOCIATION, INC.
ANNUAL MEMBERSHIP MEETING MINUTES
NOVEMBER 5, 2020**

CALL TO ORDER

The meeting was called to order at 6:07 p.m. Notice was given to all members in accordance with the Bylaws of the Association. Members of the public, along with Mark L. Eames and Jessica Moser with PCMS were present.

APPROVAL OF THE 2019 ANNUAL MEETING MINUTES

Mr. Eames asked the members to review the 2019 Annual Meeting Minutes. After a brief discussion, the 2019 Annual Meeting minutes were unanimously ratified as presented.

OFFICER REPORTS

2020 FINANCIAL REPORT AND 2021 BUDGET PRESENTATION AND RATIFICATION

Mr. Eames reviewed the 2020 financial condition of the Association and presented the 2021 Budget and addressed questions from the floor. Key points discussed were as follows:

- Based upon anticipated operational expenses for 2020, the Board of Directors determined that the assessment for 2021 will remain the same as 2020 at \$120.00 per quarter.
- There was not 67% of the owners present to reject the budget and therefore the 2021 budget was ratified as written and presented.

NEW BUSINESS

Election for Two Board Seats: Mark Eames announced that two homeowners had expressed an interest in serving on the Board of Directors: Brian Smith and Mike Broker, to fill the two open Board seats. Based on the ballots received, both Brian Smith and Mike Broker were re-elected to the Board of Directors, each for two year terms.

HOMEOWNER ITEMS RELATED TO ASSOCIATION BUSINESS

The floor was opened to general questions.

ADJOURNMENT

There being no further business, the meeting was adjourned at 6:15 p.m.