



## Copperfield Vistas Homeowners Association

### 2024 Annual Meeting

West River Electric Community Room, East Door

7:00 PM, March 18 2024

### Agenda *presentation with Minutes that are NOT APPROVED*

- Call to Order, Introductions, Approve Agenda
- Prior Meeting Minutes
- Financials
- Covenant Enforcement Policy
- Confidential Covenant Compliance Request
- Q&A with Property Managers
- Old and New Business
- Election of Board Members

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#### **Call to Order:**

President Pierce called the meeting to order at 7:00 PM

- Count of signatures: 32 members present, 8 is quorum

#### **Introductions:**

Everyone stood as they introduced themselves.

#### **Approve the Agenda:**

Lindsey Briggs moved to approve the agenda as listed in first slide.

Jerry Biggs seconded, passed unanimously.

#### **Reading of Meeting Minutes from March 27<sup>th</sup>, 2023:**

After all present had an opportunity to review the minutes on the following slides:

Shawn Goebel moved to approve prior minutes as listed.

James Dixon seconded, passed unanimously.

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## Copperfield Vistas Homeowners Association

Meeting: March 27, 2023 7:00 pm

Hotel Alex Johnson

523 Sixth St

Rapid City, SD 57703

**Call to Order : President Pierce called the meeting at 7:00 pm.**

**Count of Signatures for Quorum** (8 lots needed for quorum to discuss budget) **31 signatures**

**Reading of minutes from Feb 24<sup>th</sup>, 2022, meeting Shawn Goebel read the minutes, Motion to approve by John Bates, 2<sup>nd</sup> by K. Goebel Motion to approve minutes passes unanimously**

**Introductions of Everyone in attendance**

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### Action Items:

**Annual budget and or special assessments: Discussion of Budget. Motion to approve budget: Gerry Eick, 2<sup>nd</sup> Shawn Goebel Motion passed unanimously**

**Amended and Restated Articles of Incorporation and Amended By Laws (Adding Clarity to the Articles of Inc and By Laws.....cleaning up verbiage in previous versions) discussion entailed why Lot 19 /1 being deleted out of HOA Amended Articles while under litigation and cleaning up verbiage so we didn't have so many amendments recorded. Motion by Justin Taylor, 2<sup>nd</sup> by Shawn Goebel to Amend the Articles and By Laws as brought to the General Membership. Motion passes unanimously**

**Discussion of management for the HOA in 2023. – Steve Wagner and Racheal Crow were in attendance from ACE Property Management and discussed what they could do to manage the HOA. BOD will get with them for a bid proposal. They would take over after the collection of dues for the year.**

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**Government Lot 3 Discussion to exclude from HOA. Discussion was held to leave in Gov't Lot 3. Membership would like to see if they could be charged a special assessment instead of by the lot. In addition, the ACC does have the right to approve the designs to make sure it complies with the HOA requirements. Don to talk to lawyers about the above.**

**Open Questions/Discussions:**

**Thanks to the Board for getting Rapid Water to complete the walk by the water tower.**

**Still haven't got anyone to donate a garbage can for the park. Management to bid out container and placement.**

**Management was ask to get bids for some Box Elder Maples to replace deciduous trees that died in the park. A nursery may have a 5 year warranty so Don to call them first.**

**Adjournment : Motion to adjourn by :K. Goebel 2<sup>nd</sup> by Travis Tucker Motion passes unanimously. Meeting adjourned at 8:03 pm**

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**Action Items:**

The following slides were reviewed by the Property Managers with member Q & A.

- Bank Balances
- 2023 Expenditures and Board Approved 2024 Budget
- Board approved Covenant Enforcement Policy
- Confidential Covenant Enforcement Request
- How to contact the Property Managers

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### Bank Account Balances on 2-28-2024

Copperfield Vistas Homeowners Assoc      Date    2/28/24  
 C/O Ace Property Management              Primary Account  
 809 South st ste 205  
 Rapid City SD 57701-3583

#### **ACCOUNTS INCLUDED ON THIS STATEMENT**

Account Number	Account Type	Current Balance
Ending 6854	Small Business Account	11,808.84
Ending 0786	MONEY MARKET	19,540.74

**\$31,350 as of Feb 28, 2024**

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Property: Copperfield Vistas HOA		Calendar Year	2024 Budget
		2023	
<b>TOTAL BANK BALANCES</b>		<b>22,274</b>	
<b>INCOME</b>			
4002 HOA Fees		39,147	
<b>TOTAL INCOME</b>		<b>46,640</b>	<b>43,600</b>
<b>EXPENSE</b>			
5100 Total Utilities and Trash		2,145	2,200
5200 Total Insurance		1,384	1,500
5300 Total Lawn Care		13,388	7,100
5800 Total Prof Svcs & Sbscrptns		3,985	18,100
5900 Total Taxes		1,891	2,000
5922 Principle & Int Exp (Park Pmts)		9,215	13,727
<b>TOTAL EXPENSE</b>		<b>34,125</b>	<b>45,877</b>
<b>NET INCOME</b>		<b>12,516</b>	<b>-2,277</b>
Add Back 2023 Exp Pd in 2024			3,500
Expected Surplus in 2024			1,223

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## Copperfield Vistas Homeowners Association

### Covenant Enforcement Policy

Draft 3

ACE Property Management, 809 South Street, Suite 205, Rapid City, SD 57701

Email: [CopperfieldVistas@goACEpropertymanagement.com](mailto:CopperfieldVistas@goACEpropertymanagement.com)

The Copperfield Vistas Homeowners Association ("Association") through its Board of Directors ("Board") on February 12, 2024, has established this policy for the enforcement of the restrictive covenants set forth in the Association Covenants.

#### • Will be Posted to the Website

It shall be the general policy of the Association to issue penalties only after giving the homeowner an opportunity to correct a violation prior to issuing a penalty charge on the homeowner's account. The Board may impose a penalty in addition to taking any other legal action such as filing liens as it deems necessary to enforce the Covenants and/or rules and policies of the Association. Notwithstanding this procedure, the Board may take legal action to enforce the Covenants and/or rules and regulations at any time.

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**1. Establishment of a Violation:** Any activity, event, condition, or use, which does not comply with the provisions of the Association's Covenants shall constitute a "Violation" under this policy for all purposes. Failure to notify or enforce any part of this policy or any rules or regulations will not be deemed a waiver of any of part of this policy or other rules and regulations. All policies, rules and regulations will be severable, and if one or more are found to be invalid, all others will remain in full force and effect.

## **2. Penalty:**

### **a. Non-Compliant Activity or Event**

- i. A second confirmed offense and each additional offense of the same type will result in a \$25 penalty charged against the member's account for each activity or event. Example Activities and Events are listed later in this policy.

### **b. Non-Compliant Condition or Use**

- i. For unresolved violations, a penalty of \$20 per day will be charged to a homeowner's account beginning on the later of the 15<sup>th</sup> day following formal notice to the homeowner or the 15<sup>th</sup> day following a compliance date set by the Board. Repeat Violations will be \$40 per day. Example Conditions and Use are listed later in this policy.

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### **3. Complaint:**

Complaints will be handled confidentially unless disclosure is legally required. A confidential "Covenant Enforcement Request" form will be used to gather alleged violation information. The form is on the Association's website.

The complaining party shall have personally observed the alleged violation and shall provide their contact information, property address of the alleged violator, and a brief description of the alleged violation including supporting information such as pictures if available.

### **4. Investigation:**

Upon receipt of a complaint, the Board or its agent will review the information and may request additional information.

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**5. Violation Notice:** If a violation is believed to exist, a courtesy violation notice will be provided to the homeowner with an option for the homeowner to make an appeal to the HOA Board within a week. If the courtesy violation notice does not resolve the issue, a formal notice will be provided.

**6. Irreversible Violations:** When a violation has occurred which cannot practically be undone, the Board will seek to notify the owner of a hearing that may determine the amount of a possible charge, or other action, for the violation.

**7. Non-Payment of Charges:** Non-payment of charges will be collected the same as any other past due amount and collection expenses as allowed in the Association Covenants including legal action.

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### **Non-Compliant Activity or Event Examples – \$25 per activity or event**

Activity or Event is defined as those violations that are one-time “Actions, Doings, Occurrences, or Happenings” that are undertaken by HOA members or their guests that are short in time such as a duration of up to two days. Examples include but are not limited to:

1. Pets
2. On Street Parking
  - a. Routinely Parked or Left on Lot Other Than Inside a Garage, on the Driveway...
  - b. Improperly Kept Boats, Campers, Trailers, and Recreational Vehicles
3. Annoyance (*prevention of peaceful enjoyment for others*)
4. Signs
5. Trash
6. Late dues payment until current
7. Other Activities or Events as listed in the Covenants

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### **Non-Compliant Condition or Use - \$20 per day beginning 15 days after formal notice – Repeat at \$40 per day**

Condition or Use is further defined as a “Use, Condition, Situation, or State” of property which has a longer duration. Examples include but are not limited to:

1. Not Receiving Architectural Approval
2. Exterior Appearance
3. Appearance and Improvements of a Lot
4. Landscaping
5. On Street Parking
  - a. Routinely Parked or Left on Lot Other Than Inside a Garage, on the Driveway...
  - b. Improperly Kept Boats, Campers, Trailers, and Recreational Vehicles
6. Signs
7. Exterior Lighting
8. Fencing
9. Mailboxes
10. Towers, Antennas, and Satellite Dishes
11. Storage Sheds
12. Partial rental
13. Other Conditions or Use as listed in the Covenants

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# Copperfield Vistas Homeowners Association

## Confidential Covenant Enforcement Request

Draft 2

ACE Property Management, 809 South Street, Suite 205, Rapid City, SD 57701

Email: [CopperfieldVistas@goACEpropertymanagement.com](mailto:CopperfieldVistas@goACEpropertymanagement.com)

Members of the Copperfield Vistas Homeowners Association may submit a written or emailed complaint to the Association’s property manager for alleged Covenant Violations. The requests may be submitted on this form and mailed or emailed to the above address or the same information can be included in the body of an email. Upon receipt, you will be contacted for further information. **ACE Property Management will not disclose the name of the person(s) that provide complaint information unless legally required to do so.**

Complainant Printed Name \_\_\_\_\_ Occurrence Date \_\_\_\_\_

Complainant Phone No. \_\_\_\_\_ Email Address \_\_\_\_\_

Address of Alleged Covenant Violation \_\_\_\_\_

Please list the Article number(s) below that you allege is being violated \_\_\_\_\_

**Partial list of Covenant article sections, please see formal Covenant document for a complete list**

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**Partial list of Covenant article sections, please see formal Covenant document for a complete list**

**Section 1. Use of Lot** ...residential lot shall be used for residential purposes only and not for any business, trade, commercial...except...as consistent with applicable Ordinances of the City of Rapid City.

**Section 2. Sales Facilities of Declarant.** ...permitted to maintain during a...

**Section 3. Construction.** All construction... (ion)...

During the time the... discretion, the... Architectural... any such req... these standards. Thereafter the... have that authority and discretion to approve or disapprove... discretion.

**• Multipage Document of Abbreviated Covenant Items  
• Will be Posted to the Website**

**Section 4. Exterior Appearance.** The exterior of every building shall be composed of one or a combination of the following (*materials*)...approved in advance of construction by the Declarant. During the period of time when there are Class B Members...such approval authority will be exercised by the Declarant. When there are no longer Class B Members of the Association, the Architectural Control Committee...shall have the approval authority... When there are no longer Class B Members...the architectural Control Committee shall have the authority to approve colors.

**Section 5. Approval by Architectural Control Committee.** During the period of time when there are Class B Members...no building shall be erected, placed, or altered on any lot until the construction plans and specifications and the plan showing location...have been approved by the Declarant as to the quality of... harmony of...with existing structures... When there are no longer any Class B Members...such control and approval shall be exercised by the Architectural Control Committee...requirements...shall be cumulative to any required approval from the City of Rapid City on such matters.

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## **Q&A With Property Managers**

**Info on Copperfield Vistas Website – [www.CopperfieldVistasHOA.com](http://www.CopperfieldVistasHOA.com)**

Email: [CopperfieldVistas@goACEpropertymanagement.com](mailto:CopperfieldVistas@goACEpropertymanagement.com)

Mailing Address:

Copperfield Vistas  
c/o ACE Property Management  
809 South St, Suite 205  
Rapid City, SD 57701

Phone:

605-716-0508

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## **Old Business**

### **Lot 3 Follow-up After 2003 Annual Meeting**

- Lot 3 is the vacant lot between Anamosa and Fran Way that is for multifamily housing.
- The previously posted 2013 Covenant filing was not done correctly and is not applicable.
- The 2008 Covenants are the most recent legal filing and is posted to the website.
- Lot 3 remains in Copperfield Vistas HOA until the members vote to remove it.
- Membership discussed the benefits of not having vacant Lot 3 in the HOA and asked about the removal process:
  - New Covenants would need to be developed and approved by a vote of the membership per the 2008 Covenant voting requirements.
  - A committee would need to be formed for this and the Board would need to approve doing so with the understanding that it could take 9 to 12 months.

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## **New Business**

- A motion was made and seconded to request the Board establish a Covenants Improvement Committee to improve the Covenants and remove Lot 3 subject to a membership vote. Eight meeting attendees volunteered to serve on this committee in addition to Board members.
- Members asked the Board to learn what outside streets will be connected to the HOA streets similar to what happened on Diamond Ridge.
- A request for the remaining balance on the park improvements – the balance is near \$120,000. The Board has already authorized a one-time additional \$10,000 payment towards the balance.
- Snow plowing the streets is managed by the City of Rapid City.

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## **Election of Board Members – 5 Member Board**

### **Existing Board Members Serving One More Year**

Todd Pierce  
Shawn Goebel  
Travis Tucker

### **Retiring Board Members**

Krysta Goebel  
Grant Herbener

### **Board Member Nominations:**

- Tiffanie Massingale and Jim Dickson
- Jerry moved to cease nominations and cast a unanimous ballot for nominees. Lindsey Briggs seconded. Motion passed.

**Meeting Adjourned at approximately 8:15**

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