

THE RESERVE AT BATTLE CREEK – Master HOA Board

Meeting Minutes

March 12, 2025

Called to Order:	6:00 p.m.	Adjourned	8:13 p.m.
Present:	Karen Lowen-Ames, Brenda Urner, Jason Evans, Elisa Campbell (by phone), Larry Mudd, David Oldham, and resident, Lori Gracey		
Not Attending:	Mike Love (gave Proxy to Brenda)		
Location:	Stone Mill BBQ, Broken Arrow		
Next meeting:	Wednesday, April 9, 2025 @ 6:00 p.m. Battle Creek Clubhouse Grill		

I. Minutes

Lengthy discussion regarding Mike Love giving Brenda a proxy for the board meeting due to death in his family. David opposed saying proxies only apply to members not Board of Directors. Rescheduling was discussed. Elise and Jason both agree following the rules are important, but being flexible in circumstances like this should be considered. Larry interjected that David's tangent shouldn't be allowed to interfere with conducting our meeting. Karen as acting President regained control of the meeting and asked Brenda for the minutes review.

January 29th minutes were sent by email to the board for review with a note the recorder failed to record the last hour of our meeting hoping for help filling in the gaps. In this same email with the minutes Brenda asked if someone had recorded the meeting or if Lori would share her notes that she took with no response. David admitted at meeting tonight to having a recording of the old meeting. David provided Lori's typed meeting notes as amended minutes without any indication of changes noted suggesting the 3 pages provided be included as an addendum to Brenda's draft. Brenda asked for review of his changes, Page 2 Old Business Attorney hiring was done improperly without his email consent to hire the attorney and puts her in personal liability for giving him approval to proceed. Brenda, Karen and Larry disputed that multiple meetings have had discussion of hiring an attorney. The email regarding Attorney sent by Brenda to all Board Members had the list of questions and sections of By-Laws and Covenants that needed clarification for their review. The changes regarding the attorney were not approved. Karen brought up our January 29th, 2025 meeting covenants and by-laws that allowed actions outside of meeting as if they happened in a meeting if all were notified. She also brought up this board was just trying to right a wrong committed by a prior board not having an election committee to do the work to compare that nominees for ballot are in fact homeowners and have a vote. Jason brought up that the By-Laws state it takes 60% of homeowners vote to remove an officer. Brenda stated from the Attorney's legal opinion that our Covenants and By-Laws state you have to be a title owner to be a member and you have to be a member to be on the board. Karen read a portion of the Attorney letter which stated "simply being a family member of an owner, including spouse, does not qualify that person to be either a member of the Association or able to serve on the Board of Directors". David stated "so what" and that we were trying to get into the technicalities and ignore the violations to the US Constitution. Brenda stated we were trying to get rid of David's problem making and his attempt to control how our actions are handled impeding HOA business by withholding his email approval for action insisting all items only be presented in the actual board meeting. The majority of the board agrees handling things electronically should be allowed. David implied this discussion was an attempt to deflect his discussion about funds being misappropriated in regards to Attorney and putting in minutes things talked about in email and text. Karen motioned to table the minutes until they could be updated and reviewed at the next meeting. David's third item to add to minutes as an exhibit was copies of Oklahoma State Statutes, Open meeting Act and copies of texts between himself and Brenda personally and group text amongst Board members. Objections to including were stated and David conceded since minutes had been tabled until next meeting. Heated discussion continued before moving onto financial report.

The prior Minutes were tabled to update missing parts and will be reviewed at next meeting.

II. Treasurer's Report – Brenda Urner

- Financial Reports
 - Account Balances
 - Checking - \$8,561.10 as of 02/28/25
 - Money Market - \$48,104.43 as of 02/28/2025

- January 2025 financials changed from January 29th meeting due to SLK payment and David Oldham reimbursement checks approved at last meeting for landscaping expense of \$2,174. Request Mike to add updated financial to website.
- 2025 Budget numbers were added to the financials. David asked if we change our budget numbers and was referring to an adjustment made in 2024 due to my mistake of including a quarterly total for several months in our budget last year. Brenda confirmed our budget remains solid throughout the year and variances represented on the financial fluctuates showing difference between actual dollars spent compared to budget dollars. Budget was adjusted last month to include attorney fee, landscaping 51st project and increased water costs.
- February 2025 financials includes \$200 for the HOA 2024 tax return done by Jack Abbott Accounting, who has done our return for many years. The HOA owed more in tax this year than in prior years due to an increase in interest income generated from our new bank accounts. \$106 was owed to IRS and \$18 to Oklahoma Tax Commission. Our interest income for the year was \$443. Brenda discussed our budget showing a smaller amount for taxes but the extra interest income negates the overage. Brenda also stated she had to set up EFTPS to pay the IRS electronically per CPA's instructions.
- David questioned who gave authority to do the return, which Brenda stated is a normal course of action for the HOA and should not require board approval. HOA tax returns are due by March 15th.
- Three lien letters were mailed certified. One was picked up with no response from Homeowner. Two were "Returned to Sender" as undeliverable or not picked up. Brenda was able to get ahold of one homeowner who had an address in California that had actually moved back to Tulsa. The owner is actually the Son of record owners and thought payments were set up on automatic after his parent's death during Covid. He paid online that day and fees were waived due to the transition of our board going too self-managed and not knowing of his auto pay status from PMI. The third item was discussed and suggested since not picked up at post office should we use a process server to notify prior to filing lien. David asked questions regarding the process. E'Lisa stated a lien filing is simple; the filing would have to be served to the homeowner and would just stay attached to the house until it was sold or paid.
- One additional home past-due was excluded from lien letter being sent due to real estate closing company reaching out about an expected close on March 31st and wanting outstanding balance due. 3 Villas homes are outstanding as well.
- Brenda inquired about paying SLK for February without having any services provided and upon the information learned about his cancelling True Green for February and March. Larry raised concerns about these treatments costs at our quote rate of \$650 each and also the \$300 paid to Gumer to pick up leaves and pine needles should be deducted. Brenda suggested we not pay anything until Luke sends a final reconciled report of any money due per the language of the contract which she stated from Luke's contract. David recommended paying \$500. E'Lisa brought up Luke breaching our contract. Larry mentioned years of troubles with Luke's performance. Jason agrees to not pay him until he submits a final bill but inquired what the late fee would be. Brenda stated 1.5% was previous amount charged for late payment. Karen suggested tabling payment until Luke sends a final bill per his contract. All agreed.

III. President/Landscaping Report – Karen Lowen Ames

- Gumer Landscaping adjusted contract was given to all board members prior to today and presented for approval. David questioned the removal of confidentiality language asking it be added back. Lengthy discussion of various items that might arise in confidentiality. The board agreed to add back. Second Item he wanted changed to "12 months, then Month to Month". Item 3 should include Early Termination. All approved. Item 10 must include Sub-Contractor language. Need to add back the clause regarding No Right To Act as an Agent which was also approved.
- Lengthy discussion regarding talking with Gumer's employees and having one person responsible to communicate with Gumer.
- Brenda made motion to make David's changes above to Gumer's contract tonight and email to all board members, but approval is being granted by all to give signed document to Gumer the next day. Larry seconded. Vote to approve was unanimous. Larry mentioned Brenda's Proxy from Mike as well.
- Brenda reported missing the President nomination item on our agenda to which Lori Gracey, guest homeowner, interjected we had taken something out of order and should continue on the agenda. Lori was told she had no right to request the order of our meeting. Brenda started the President Nomination due to Karen couldn't vote for herself and shouldn't lead this discussion. Brenda nominated Karen, David nominated

Jason. E'Lisa said Karen has done a great job and handles getting things done well. Larry seconded Brenda's nomination. With Mike's Proxy the vote call is 4 Karen 1 Jason

- Karen reported Gumer had been out to pick up leaves and pine needles at the 51st Entrance and around the ponds. This will allow us to get the areas in shape for pre-emergent. Three bids were sought for weed control. Weedman bid \$1,400, Fairway \$1,500 and True Green, who has been doing our spraying through SLK, \$650. True Green told Karen we would be fine with missing February treatment if we could get March treatment done. True Green contact in the Commercial Division assured they treat every area of our common grounds. Discussion about number of treatments recommended being 5. Jason suggested looking into prepaying for a discounted price and concerns about watering requirements after application. David raised concerns over increased costs compared to SLK contract including weed control vs Gumer's contract not including the same and how this would affect our Budget. There is no contract to be signed and we pay for each application. True Green informed us of SLK cancelling our February and March treatments meaning we would need 4 treatments this year. Larry made a motion to approve 1 treatment of pre-emergent, Jason seconded. E'Lisa, Karen and Brenda approve. David withheld his vote due to not having bid in writing. Karen will request True Green come out for March's application only. Remaining treatments tabled until next meeting.
- Attorney Legal Opinion was distributed by email to all Board members prior to meeting with mention of text received earlier that day by Brenda from the Attorney as an afterthought of something he should have added to his opinion. It wouldn't be realistic to think we could ever fix our covenants as it would cost us a fortune and recommends the three HOA's get together to agree on who pays for what. Karen discussed how pages 1 and 2 affects all three homeowners association and should be tabled until the annual meeting to get more input from all homeowners and other two boards. The conflicting language of our Covenants will need to be addressed but tabled for now.
- Attorney opinion stated nothing in our documents requires any association an obligation to maintain, repair or replace the interior fences and/or the collector street fences. The provisions for both of these categories of fences, which are in the Deed of Dedication, are there solely for the purpose of establishing continuity in the neighborhood. This will need to be addressed at the annual homeowner's meeting. Brenda mentioned the electricity issue was mentioned at Villa's meeting and them wanting to lock the power boxes which control Master fountains and sprinklers. Possibility of setting separate meters or putting a switch outside the box was discussed and the costs probably being too high. Master pays one Villa's gate power meter and Villa's pays other gate meter and has been done this way for years. Who pays for light repairs for the Villas entrance gates was discussed and agreed that the Master should have no liability based on they have no need for the electricity provided by these lights and the lights light up the Villas gates and their trees. David motioned to tell the Villa's Board of this decision. Jason seconded. Unanimously approved.
- Political sign question addressed after attorney opinion states trying to outlaw such signs would open the HOA to claims of violating free speech. Discussion of changing by-laws was raised by Brenda. David stated our covenant itself was improper and illegal and should be ignored stating municipal city code signs go against our covenants but are required. Also stating board members welcome signs violates our covenants. David pointed out rule of law goes above our covenants and any future sign issue should never be raised.
- Attorney confirmed the By-Laws are clear that to be a member of the Association you must be a title owner. Also stating the Board of Directors is limited to members of the Association. Simply being a family member of an owner, including spouse, does not qualify that person to be a member or Board of Directors. Brenda motioned to remove David from the Board. Larry seconded. E'Lisa commented how David has caused a lot of push back by dissecting every comment made causing lack of respect between board members. Because of this and we should get rid of the problem. David responded E'Lisa didn't know all the facts and what she was getting into siding with those voting against him. David said we didn't have authority to remove him and we were out of order. Jason stated we needed 60% of the homeowner's approval to remove a board member per our By-Laws Section 3 of Article 3. Brenda referenced attorney's email regarding board member removal as having two options; One get the vote of the homeowner's or take an aggressive approach and remove him based on the technical issues stated regarding not being title owner therefor not a member of the Association. Karen brought up the point he's not eligible to vote at annual meeting and he shouldn't be able to vote on Board decisions. Vote call 5 approve 2 object.

IV. New Business

- Newsletter to be tabled although Brenda requested a payment reimbursing her employer of previous newsletter printing costs, Makefield Oil Company, who let us use his color copier for our last newsletter. The costs to Makefield was approximately \$18 for our copies and Brenda motions we pay \$25 to Makefield Oil Company to cover the billed costs and wear and tear on his copier plus toner costs for the 2024 newsletter and any future newsletters as well. Offering this ability as long as she serves on the board for the savings to the HOA over using Kinkos. E'Lisa seconded. All approved with exception of David abstained

V. Next Meeting Date

- Date and Time – Wednesday, April 9th at 6:00 p.m.
- Location – Battle Creek Clubhouse Grill

VI. Adjournment

All business being concluded, the meeting was adjourned at 8:13 p.m.

Approved