

Arrowhead Ranch Phase 1 Board Challenge

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1. Trees (June 2022 Newsletter page1 President's Corner, [Photo 1](#))

a. 5 Trees were contracted for by the HOA and planted (2 trees at 68th Drive and West Morrow Drive, and 3 trees on west side of 71st Ave between Union Hills and West Julie Drive).

(i). All 5 trees were dead and removed within 4 months (they were never manually watered and/or connected to a water source). They **were not affected** by the city's turning off the irrigation system (see note below) as they were never connected to it and were removed before the water was shut off. Though available, no other water service was retained to water the trees.

I performed research regarding use of water trucks to water the new trees and the shrubs that were in jeopardy due to the irrigation shut down; several water truck companies exist and are available, to water the trees, they are used throughout the valley to keep down the dust at construction sites and also needed to fill swimming pools for people who live out in the desert and whose only water source is their "well". All of the companies have portable water capability for places like around Stern Lake (steep embankment could possibly cause water truck to turn over). I provided such information to the Landscape Committee Chair (conversation and email) and to Board members through "Open Letters to The Board" via email.

(ii). Success with trees "zero for five" (5 planted, 5 dead and removed). Trees were not covered by a warranty and thus not replaced.

Note 1: The city of Glendale placed a liner in the sewer system along Union Hills Drive beginning in the fall of 2020 completing the job in February 2021. During this period, our irrigation system was shut off along Union Hills Drive for the whole length of our community (67th Avenue to 73rd Avenue). This also affected plantings along 68th Drive from Union Hills to Morrow and along 71st Avenue from Union Hills to the Golf Course crossing between West Morrow Drive and West Kimberly Way. Both of these areas (68th Drive from Union Hills to Morrow and 71st Avenue from Union Hills to Golf Course crossing) are "Common Areas" and are connected to the Union Hills irrigation system which provides water for the trees and shrubs. The repairs were completed including repairs to the irrigation system by the city of Glendale and the irrigation system was fully restored in February 2021 and our landscape company was so notified. I contacted the City of Glendale and was provided with proof that the city did not extend any work along Union Hills Drive, affecting our community, beyond 2/21 (our landscape company had claimed that they were not given the OK on the irrigation system from the city until April due to problems). The irrigation system for our property was not "charged" by our landscape company or returned to service by them until August 2021 (February 2021 to August 2021 without water to shrubs, trees or grass along Union Hills Drive). The water was actually off for 18months total see red Note 4 on page 4 below.

b. Board "contracts" for 60 additional trees. [Photos 2 - 9](#)

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(i). As discussed in the 10/20 Board Meeting Open Session, the Contract did ***NOT*** include a warranty on trees (warranty was later secured to cover trees as long as current *landscape company continued to provide services, landscape company was replaced 1/1/22*) warranty no longer enforceable.

(ii). Landscape Committee, of which I was a member, was established by the Board at October 2020 Board meeting. A charter (document defining roles and responsibilities, etc.) ***was not*** established to determine what would be accomplished by the group. Committee members at first meeting were advised that their first line of business was to determine where the 60 newly contracted trees should be planted and place little blue flags around the property. The Committee Chair, myself and one other Board member drove around in the *landscape company owners' truck* as *he* took us to the places, *he wanted to plant trees*. He showed us where to plant and how many. None of us set any blue flags in place on these trips. It was during these trips that the issue of water for the trees was identified. As a result, I performed research on water resources for the trees and determined that there were several companies with "water trucks" that could regularly water the trees for us (trucks are used for dust control at construction sites and filling swimming pools for folks who are on wells, etc.). The information regarding these companies was provided to the Landscape Committee Chair and the Board.

(iii). Fifteen (15) of the 60 trees were intended for Stern Lake. When the areas for the trees at Stern Lake were identified, the residents declined 5 of those trees because they didn't want their view of the lake blocked by the trees. Since the trees had been contracted for it was now necessary to find a new home for the declined trees. As a result, several of these deciduous trees were sporadically planted among the stand of Pine trees that fill the median of Utopia Road from 67th to 75th Avenues. Now there is a mixture of evergreen trees interspersed with trees that lose their leaves in the fall and are bare till late spring (deciduous).

Note 2: *Normally you would determine where trees are to be planted and that would determine the number and type (deciduous or evergreen, etc.) required. Essentially there was no real planning regarding the trees.*

(iv). The existing irrigation system would be used to provide water to the newly planted trees. However, research has shown that 50% of water from irrigation systems evaporates before it hits the ground, or runs off, and remaining water does not penetrate deep enough to Water the tree's root system. Trees thus watered develop shallow root systems and are subject to damage or destruction by strong winds (toppled over, etc.). Source: Internet "How to plant trees".

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A berm placed around the base of the tree and regularly filled with water, is the preferred method of watering newly planted trees (watering schedule based on conditions: frequency of rain, desert location, etc.). Berms allow the water to slowly soak into the ground to the depth of the tree's roots thus providing a sustaining water source when filled regularly. Berms, though inadequately sized (width/depth), were placed around **some** trees, (75th Avenue, Union Hills, Utopia Road). The tree's berms were never manually filled with water as required (schedule based on conditions: frequency of rain, desert location, etc.). Source: Internet "How to plant trees".

(v). So far 14 of the 60 trees had died most have been removed (2 on 67th Ave, 5 on 75th Ave, 1 on Utopia, 6 on Union Hills). Several of these trees died and were removed in 2021 prior to publication of the 6/22 Newsletter. Adding the 5 trees lost at 68th and Morrow and 71st at Union hills brings the total to 19 trees lost out of 65 for a loss of 29% of the trees for a dollar value of \$12,377.45 (prudent?).

More trees have died recently bringing the total to 22.

Definitely not "using Association money prudently" as the President claims in the June 2022 Newsletter.

(vi) Agave landscaping contract (1/1/22) does not cover the trees that had recently been planted. Agave has a separate tree company and would have required a different contract for the trees. As trees died Agave claimed that their demise was due to the tree's "bulb being planted too low". I took clear, closeup pictures of the dead trees including closeup pictures of the bulb area to Whitfill Nurseries and Moon Valley Nurseries, the two largest growers and distributors of trees in Arizona, and was advised that bulb depth was not the problem but rather lack of proper watering caused their demise. Agave later claimed that crab grass growing in the tree's "berm" robbed the trees of water thus causing their demise. In reality pictures clearly show that the trees were not getting any water from the irrigation system as even the grass around the area of each tree was dead (if grass isn't getting watered how can the tree planted in the same area as the grass get any water?).

I regularly sent email messages to the then former Landscape Committee Chair and the HOA Board about the trees as they were dying attempting to effect some action to save the trees. [Photos 2 – 9](#).

Note 3: Our Irrigation system on Union Hills Drive was OFF from October 2021 through April 2022 (Not related to Glendale effort described in Note1). It had been turned off for the 2021 fall over-seeding process and/or repairs, and not restored before the former landscape company's contract ended (12/31/21). Agave had taken over landscaping January 1, 2022 and did not discover that the Union Hills Drive irrigation system was off until late April 2022. Consequently, 6 of

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those trees have died. The Landscape Committee Chair knew this and even acknowledged it in email messages. However, no action was taken to save the trees. This was also the reason the grass along Union Hills Drive had died including the areas at 68th Drive and Morrow, and 71st Ave and Union Hills.

Recently \$14,960.00 was spent for a “new” irrigation system and sod on the east side of 71st Ave and Union Hills drive when in fact the problem was that the water had knowingly been “off” again this second time for seven (7) additional months; simply turning the irrigation system back “on” may have prevented the problem.

Within a week, it was discovered that the “new” irrigation system installed by Agave was leaking and water was running over the sidewalk and curb then down along the gutter to a nearby sewer constantly (24 hours per day as the recently installed valve was not working properly. The irrigation system was turned off again while the valve was repaired). The repair destroyed the new sod that had been planted where the valve was located. [Photos 10 - 11](#).

Additionally, the irrigation system for the new sod installation was not properly installed. Placement of the risers (sprinkler heads) in an irrigation system is dependent on whether the system will initially be for hydro seeding or sod installation. If sod is to be installed, the risers are set so that the base of the riser (ring) is above the soil at the height of the top of the sod's roots (when sod is laid the sprinkler riser (ring) should sit on top of the sods roots). If hydro seeding is being used, the riser is placed directly on the soil as the roots of the grass, as it grows, will grow into the soil and below the riser ring thus leaving it to function properly over time. [Photo 12](#).

The sod that has been placed along Union Hills in the past was also not properly installed as the risers are now below the root system of the grass and cannot rise high enough to properly water the grass or the trees. *The problem can be resolved by adding spacers to the existing risers that will raise them above the root system of the grass without installing a totally new system.* [Photo 13](#).

Note 4: Water along Union Hills Drive was “off” from 10/20 to 2/21 for Glendale to place a liner in the sewer, then continued “off” from 2/21 to 8/21 waiting for former landscape company to charge the system and complete some repairs. The system was turned “off” again by the former landscape company 10/21 and was not discovered off until 4/22 by Agave the “new landscape company”. The water was “OFF” along Union Hills Drive for a total of 18 months out of 19 months.

Agave cut the grass of this newly sodded area and completely destroyed the grass. No effort by the HOA was made to have Agave correct the total destruction of the \$14,960.00 effort.


c. Large Trees along Union Hills that died and were removed

Two large trees on Union Hills Drive near 68th Drive died and the city (prompted by homeowner complaints) sent our HOA a letter giving the HOA 30 days to remove them. They were removed within the time limit. Another large tree near 70TH Avenue on Union Hills died and has been removed. Just recently another large tree near 70th Avenue on Union Hills was removed as it also had died. None of the trees have been replaced.

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d. Several large trees (10) around the community were identified and removed by Agave due to concern that they could fall over in a strong wind and cause severe damage. Replacement has not been planned or discussed.



ARROWHEAD RANCH

JUNE 2022

Board Officers
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Keiran Enright, Vice President
Nancy Porter, Secretary
Craig Dickinson, Treasurer

Board Directors
Joel Cazzell
Rich Collins
Kathleen Moreland
Rana Badri Pena
Steve Thomas

Architectural Committee
Rana Badri Pena

Landscape & Lakes Committee
Steve Thomas

Social & Media Committee
Kathleen Moreland


Associated Asset Management
Sherry Gonzales, AMS®
Community Manager
Phone: 602-674-4396
Email: sgonzales@aamaz.com

Veronica Rodela
Assistant Community Manager
Phone: 602-216-7555
Email: vrodela@aamaz.com

AAM Team Email
aameliteteam@aamaz.com

Note: if you are not receiving newsletters from the Association, and would like to, please register at: www.arrowheadranchphase1.com

President's Corner

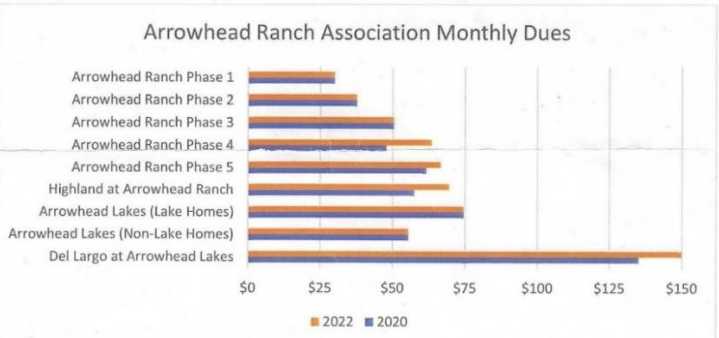


Arrowhead Ranch Phase 1 is a remarkable place to live. Besides its lakes, golf courses, & green areas, it's also home to the only City of Glendale park not maintained by the city but by its HOA, which is us. This was no small feat and I feel it changed the look and condition of OUR park. Utopia Park welcomes our residents to basketball, volleyball, picnics, ramada, & so much more. We are thankful to the City of Glendale for resurfacing the basketball courts. We recently hosted our "Movie in the Park" with great success.

There are many reasons that contribute to Arrowhead Ranch Phase 1 being a special place. One of those reasons is our close proximity to Arrowhead Country Club (ACC) with all of its amenities. Our relationship with ACC is good and we are appreciative of the former General Manager, Marcus Cordova, who removed unsightly golf course water reeds on 2 different occasions.

One especially important reason why this is a great place to live is our low association dues. I'm a numbers guy, so it's important to me to get my money's worth in all things. Below is a chart of nearby Arrowhead Ranch Associations and their monthly dues. After a quick review, I think you'll agree that your HOA Board of Directors and myself are keeping your interests at heart. You're definitely getting your money's worth living here.

Arrowhead Ranch Association Monthly Dues



Association	2020 Dues	2022 Dues
Arrowhead Ranch Phase 1	\$25	\$25
Arrowhead Ranch Phase 2	\$35	\$35
Arrowhead Ranch Phase 3	\$50	\$50
Arrowhead Ranch Phase 4	\$50	\$50
Arrowhead Ranch Phase 5	\$60	\$60
Highland at Arrowhead Ranch	\$60	\$60
Arrowhead Lakes (Lake Homes)	\$75	\$75
Arrowhead Lakes (Non-Lake Homes)	\$50	\$50
Del Largo at Arrowhead Lakes	\$140	\$140

Your Board of Directors and I work diligently on your behalf while reflecting our desire to maintain property values and aesthetics of an upscale neighborhood. To do so requires attention to updating and maintaining our community and using Association money prudently. The following are actions the Board and I have taken this year:

- Approved over \$40,000 in repairs and updates to our water timers and valves
- Refreshed and re-landscaped our entrances with 29 more flowerpots at a cost of \$8,197 and installed 4 additional pots at 71st / Union Hills at a cost of \$1,871
- Planted 60+ Arizona Ash trees along Utopia, 67th Avenue, 75th Avenue and Stern Lake for \$42,525 while also planting nine 36" box trees for \$12,951
- Installed electrical outlets and lighting at all entrances for holiday lights by American Veteran Construction for \$8,390

In addition, after many years, it was time to adjust our Fine Schedule and through the hard work and dedication of 2 of our Board of Directors, it has been accomplished. These Fine adjustments were detailed in our last Newsletter. I believe that our new Fine Schedule is timely, fair and necessary to properly maintain our community.

I wish you a safe & happy summer. Until next time...
Tommy Cramer
Arrowhead Ranch Phase 1, President

Arrowhead Ranch Phase I
June 2022
1

Photo 1

Note 5: the two trees planted on 67th Avenue, one north of Utopia and one south of Utopia, stated in the third bullet item in this Newsletter, died and were removed one year before this newsletter was printed. Photos 2 and 3.

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Photo 2



Photo 3

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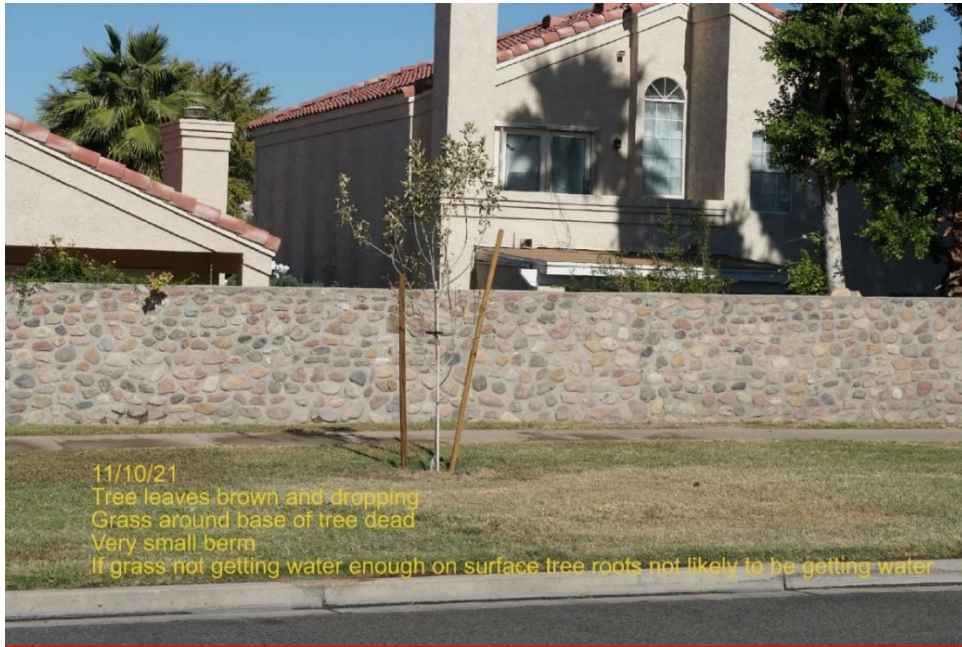


Photo 4

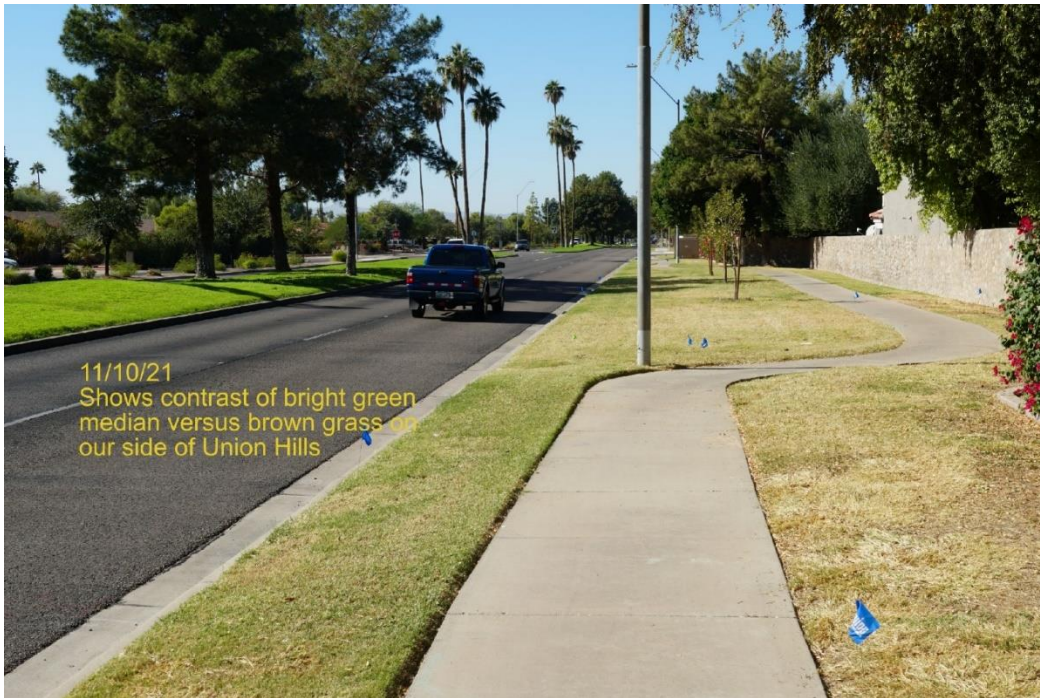


Photo 5

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Photo 6



Photo 7

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Photo 8

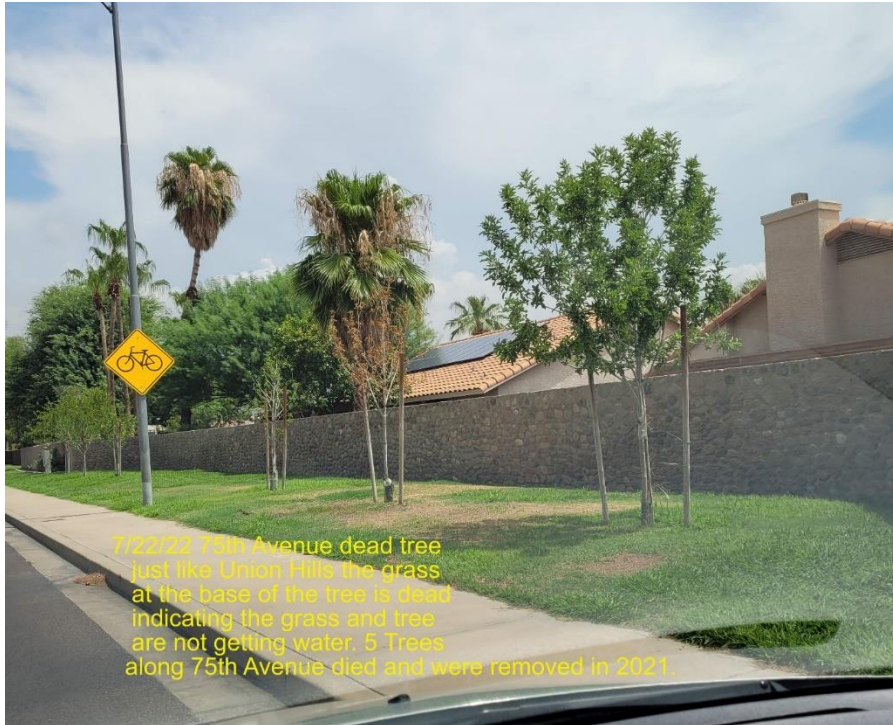


Photo 9

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Photo 10



Photo 11

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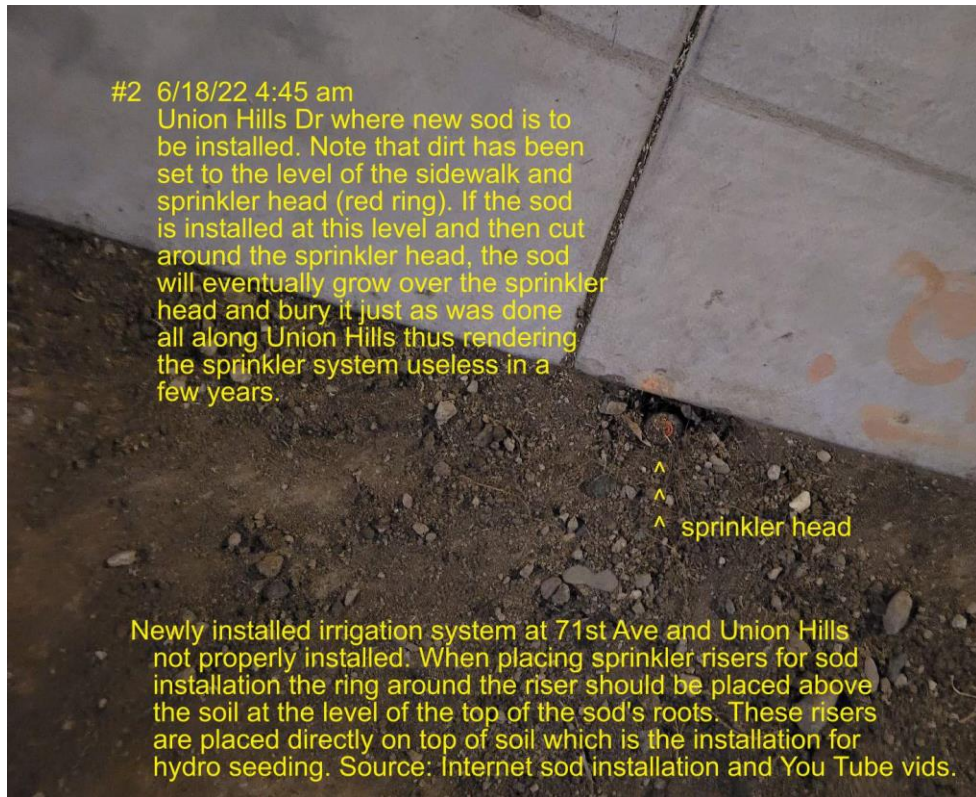


Photo 12

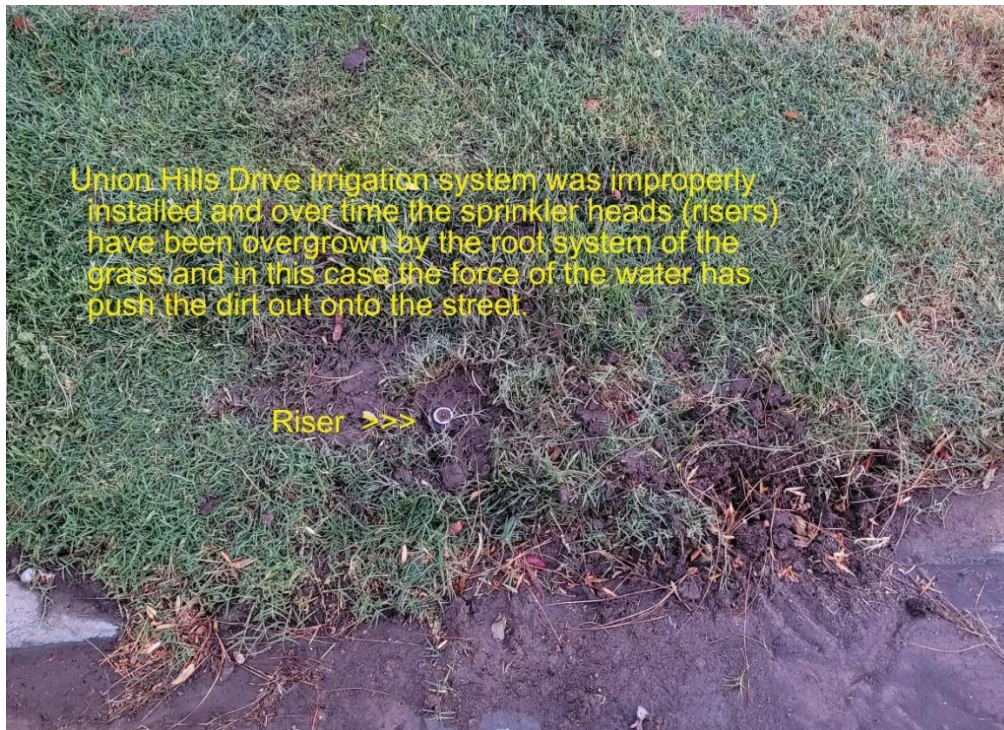


Photo 13

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2. Hanson Lake (June 2022 Newsletter) [Photo 14](#).

- a. Page 4 of June 2022 Newsletter
- b. "Landscape and Lake Committee Report"; "Additionally, "Hansen" (sic) Lake, which is encircled by homes and locked boat ramps, is south of Utopia and west of 71st Lane. Vegetation around the lake has been in need of major trimming and clean-up for some time. Agave had a full crew spend an entire day there cleaning up the perimeter with great results." The then current Landscape Committee Chairman was/is a property owner and resident of Hanson Lake. In his own words, he clearly defines Hanson Lake as a "Limited Use Area".

By definition Hanson Lake is not a "common area" in that it is only accessible by the residents that live around it (CC&Rs below). This is precisely why it had never been cleaned-up before. Any other resident of ARPI could be arrested and prosecuted for attempting to access the lake. [Photos 15. 16. 17. 18.](#)

The proponents of including Hanson Lake as though it is a Common Area, often attempt to confuse it with Stern Lake. Stern Lake is a Common Area and as such is clearly marked with a sign. [Photos 19, 20, 21.](#)

Note 6: The Agave contract is \$192,450.00 Annually paid in monthly increments as work is completed at \$16,037.50 per month, which is \$3,703.81 per week (52 weeks divided by 12 months equals 4.33 weeks per month, \$16,037.50 monthly cost divided by 4.33 average weeks per month equals \$3,703.81 per week). Agave is on site two days per week at a cost of \$1,851.91 per day (weekly cost of \$3,703.81 divided by two).

As a Hanson Lake property owner and the then Landscape Committee Chairman he diverted resources contracted for the "common areas" of Arrowhead Ranch Phase I to clean up Hanson Lake instead. Loss to the "common areas" clean-up \$1,851.19 plus two days previously diverted at a cost of \$3,703.81. In order to cover Hanson Lake requirements, work scheduled for the "common areas" either does not get done or is haphazardly completed (rushed).

Please note that in the June 2022 Newsletter where the President quotes "Association Monthly Dues", that Lake properties are higher priced than non-lake properties which supports the meaning of our CC&Rs at charging an extra assessment.

Master Declarations of Covenants, Conditions, Restrictions (CC&Rs) Assessments, Charges, Servitudes, Liens, Reservations, and Easements for the Arrowhead Ranch Phase I, commonly the CC&Rs states: CC&Rs are available on-line at the HOA website)

"Article XVII Certain Limited Use Areas and Limited Use Area Assessments"

"Section 2. Maintenance and Limited Use Area Assessments Lien.

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The Association shall be responsible for maintaining the Limited Use Areas in accordance with the provisions of Article XII "(Maintenance)" of the Declaration. As the sole source of funds to pay for Association maintenance of such Limited Use Areas, however, the Board shall assess the Owners and all Lots having rights of use of the Limited Use Areas, in addition to all other assessments against such Owners and Lots, annual and special assessments relating to such Limited Use Areas. Such annual and special Limited Use Area assessments shall be expended only on, and shall be separately accounted for as to, the Limited Use Areas. The amount of any special Limited Use Area assessments shall be calculated in the same fashion as other Special Assessments under the Declaration. Such annual and special Limited Use Area assessments shall otherwise be levied, collected and enforced in the same fashion as Annual and Special Assessments respectively, under the Declaration and shall constitute assessments subject to the Assessment Lien against such Lot provided for in the Declaration."

Note 7: Hanson Lake is **NOT** a "**common area**" in that it is not accessible by anyone other than the surrounding property owners (Limited Use Area). It has locked gates and is clearly marked with "NO TRESPASSING" and "Law Enforcement Warning" signs. John Stern Lake does not need to be included in any special landscaping provisions as it is wide open to the Homeowners at large and qualifies as a "Common Area". Signs at the Stern Lake clearly show that it is a "common area" as that term is used in the founding documents.

In addition, an Auto Fill system was installed at Hanson Lake (\$27k) that should have been approved by the Homeowners surrounding Hanson Lake as to cost and viability. The Auto Fill system was delayed at John Stern Lake, a "common area" to determine if the Hanson Lake installation was justified. At the time the approval was given, the HOA Board member who was Landscape Committee Chair owned and still owns a property on Hanson Lake.

It has since developed that an Auto Fill system will not work on Hanson Lake, as the Golf Course management is responsible for "turning on the water" that flows to our property. Thus, if the water is off (Golf Course), as it most often is, the Auto Fill system can't pump water. Therefore, its back to a manual system; call the Golf Course management and request water be turned on. Research upfront should have discovered the flaw.

The posted signs at each of the three (3) locked Boat Ramps read as follows:

**NO TRESPASSING
VIOLATORS WILL BE PROSECUTED IN
ACCORDANCE WITH A.R.S 13-1502 – 1504
PRIVATE PROPERTY**

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Landscape & Lake Committee Report



Our Landscape & Lake Committee meets once each month to assess our community's needs. On April 19th, we met with Agave Environmental Services' landscape team to address our needs & assess current conditions. It was a productive meeting wherein we discussed watering needs, grass, tree, & valve conditions, etc. Representing Agave were Joe Richie, Operations Manager; Justin Ordonez, account manager; and David Graves, Irrigation director.

Your Landscape & Lake committee continues its goal of maintaining high standards for Arrowhead Ranch Phase 1's common areas & lakes. The committee, however, does not assess individual residential properties within our community. To-date, our initial irrigation project, approved by the Board, has been almost completed. We have additional projects that we are working on that are pending Board approval. Our most recent activity was a ride around to all of the monuments with our Agave property manager in order to finalize plantings of ice plants, lantana, and flowers for the pots, as well as additional granite where needed. There is also a small island at 73rd Drive / Utopia, and a roundabout by Behrend Park that will be receiving additional plants. Hopefully, all monuments' plantings should be finished by Mother's Day. The entrance at 71st Avenue / Union Hills is obviously in need of dramatic improvements. Water and irrigation issues have been a continuous problem. We are working now to get new irrigation lines in on the northeast corner, extending about 50 yards to the east. The plan is to do grading and laying of sod to cover the area that is now mostly dirt. This will require approval by the Board. Additionally, Hansen Lake, which is encircled by homes and locked boat ramps, is south of Utopia and west of 71st Lane. Vegetation around the lake has been in need of major trimming and clean-up for some time. Agave had a full crew spend an entire day there cleaning up the perimeter with great results. There is one more lake on our HOA property, which is Stern Lake, named after our former HOA President for many years. We are working with Agave to solve some irrigation issues and perhaps add additional sod in some spots that are only dirt. This has a little longer time frame and will need Board approval to proceed.

Once, again, I wish to thank the hard-working members of our L and I Committee: Jerry Hackett, Donna Moore, Nancy Porter, and Jim Rice. We meet monthly, except for December, June, & July, at Arrowhead County Club prior to the General Board Meeting. We welcome your comments.



Landscape & Lakes Committee (Left to Right): Jeri Hackett, Donna Moore, Jim Rice, Steve Thomas, Nancy Porter.

Photo 14

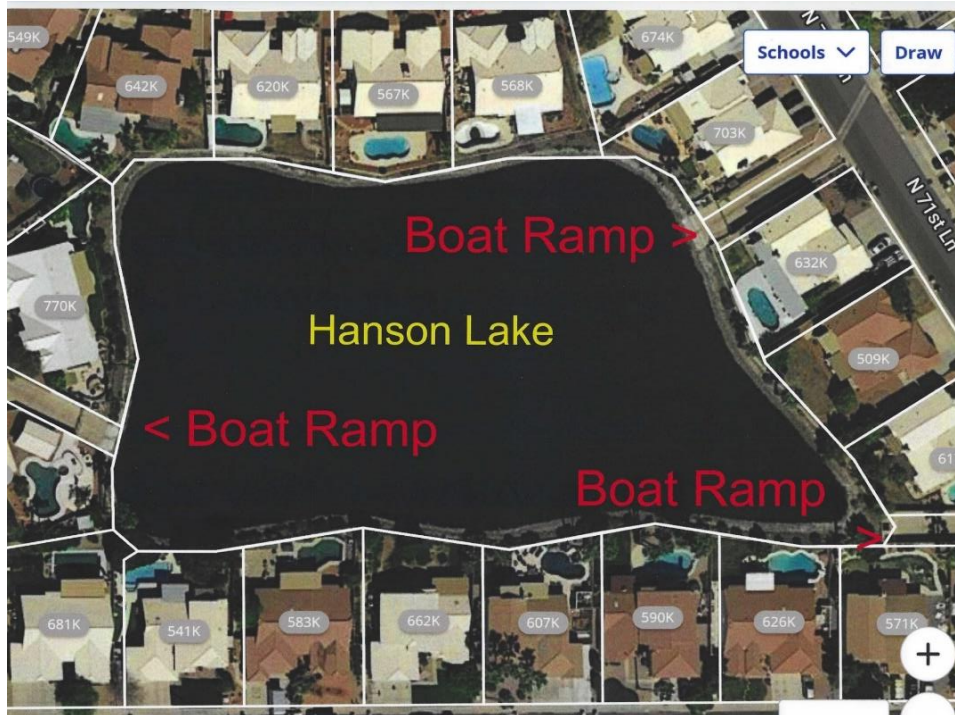
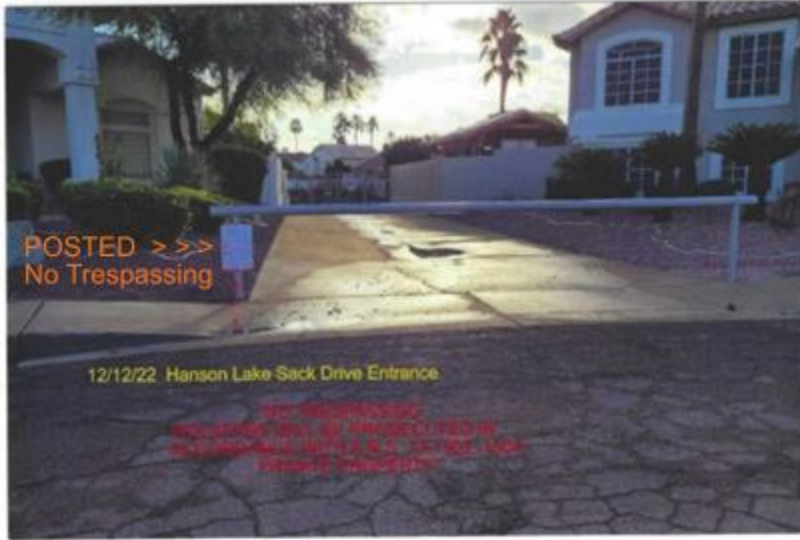


Photo 15

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Warning signs Posted: "NO TRESPASSING VIOLATORS WILL BE PROSECUTED IN ACCORDANCE WITH A.R.S 13-1502 – 1504 PRIVATE PROPERTY"

Photos 16, 17, 18

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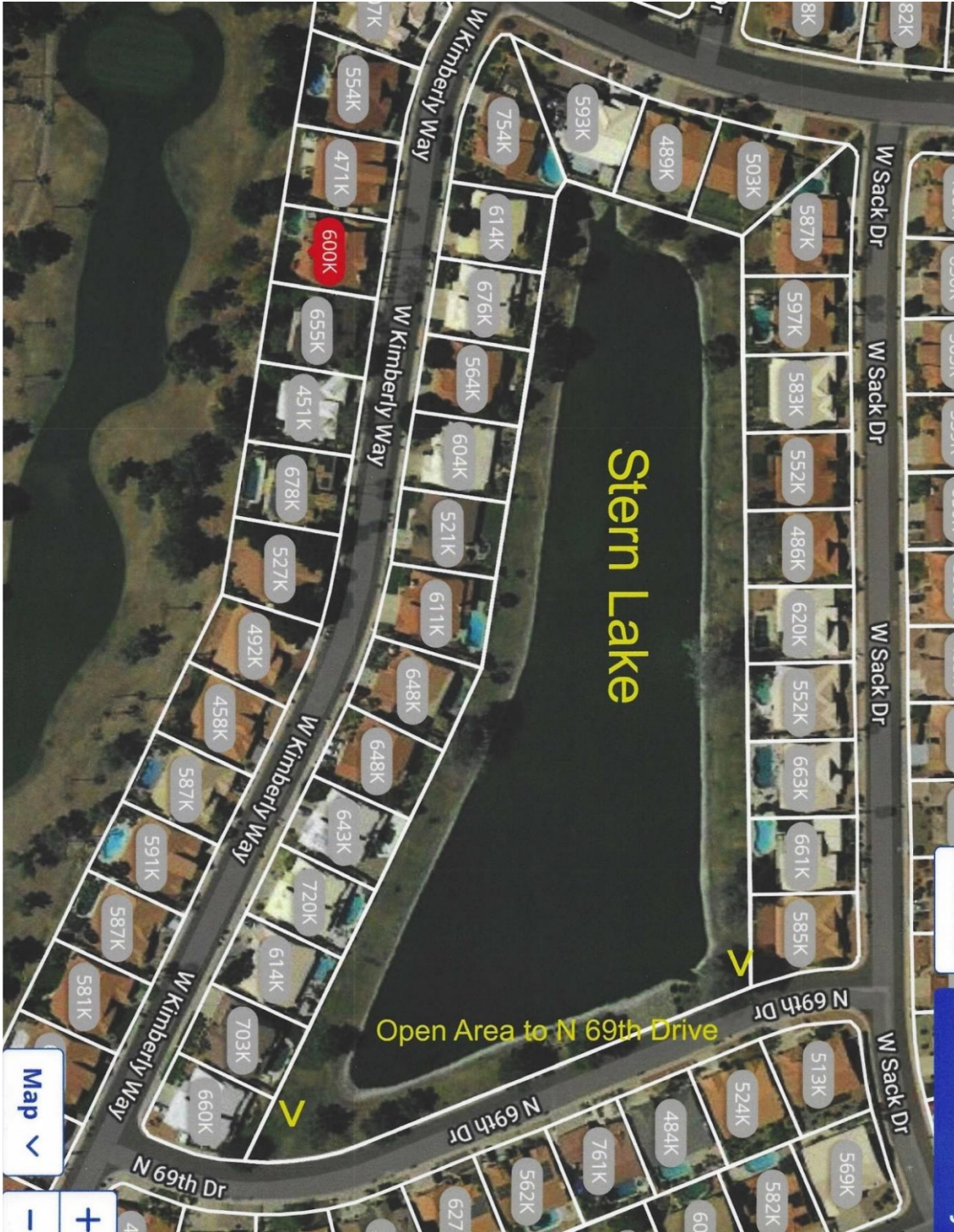
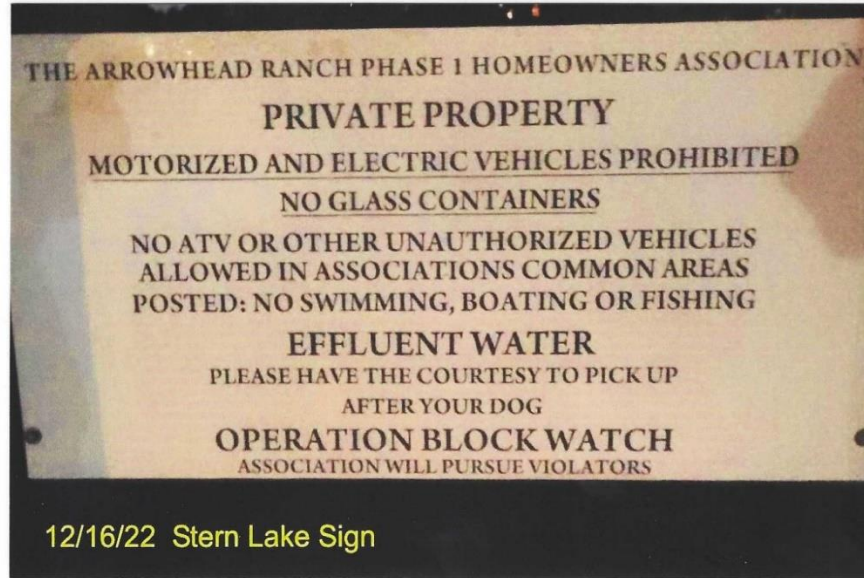


Photo 19

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Photos 20, 21

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3. Irrigation System

The irrigation system for our community uses re-claimed water from rain runoff and other sources and not the city supplied drinking water we use in our homes. The water is stored in lakes throughout our property and the golf course property. As needed the water is passed from lake to lake to replenish the lakes as water is used (irrigation). The source for our irrigation system water is managed by the Golf Course and is the feeder lake for our lakes and thus our irrigation system. Though not the same as our “drinking” water, the re-claimed water is still precious and must be conserved as dictated by City and State law. Without this water it would be difficult to maintain the golf course, common area lawns, trees and shrubs within our community.

More than \$120,000.00 has been spent on the irrigation system (repairs/enhancements) over and above the landscape contract through October 2023. Most damage to the system is caused by debris (snail shells, silt, decaying matter, etc. from the lake bottom) in the water that is drawn from the lake system. The former Landscape Company owner suggested “Scrubber Valves” which have been installed in our irrigation system (some valves remain to be converted). Scrubber Valves have a moving part which attempts to break-up the debris into smaller pieces. Instead of eliminating the debris problem, Scrubber Valves simply move the problem further down the line to smaller valves or the sprinkler heads themselves. Regularly flushing the system helps to clear the debris.

Note 8: I made a proposal to the Board and to the Landscape Committee Chair, two years ago, to retain the services of a Civil Engineer with specific experience in reclaimed water systems to perform a study to determine if: 1) raising the intake in the lakes, 2) adding a filter to the intakes, or 3) some other approach, would eliminate or reduce the amount of debris entering the system. It should be noted that repairing sprinkler systems is a major cost to our HOA and a source of revenue for landscape companies and thus it's not in their best interests to resolve the debris issue.

I also contacted the company that initially planned the irrigation systems for Arrowhead Ranch (Coates Irrigation an Arizona company, plan covers more than one community) and received a proposal to conduct a study to determine the current state of our irrigation system and how to reduce/eliminate debris in the system that damages the system parts. Though the proposal was forwarded to the HOA President, no action has taken place to date.

The problem (debris in water) should be stopped at the intake. There is some concern that the Golf Course people being in control of the irrigation system may not want to make changes, consequently, there is some hesitancy for the Board to approach the subject. Eliminating the debris from the system, could dramatically reduce our irrigation system expenses (reduce valve and riser repair/replacement costs) and the projected savings could be used to “fix” the problem (raise or filter the intake).

Our contract with the landscape maintenance company does not define limits, as an example most service contracts define charges for services in the range of simple, moderate, and complex. As an example, this would mean we would agree (ARPI HOA and the maintenance company) that they would charge us for valve replacement and/or

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riser replacement dependent on a pre-defined scale: simple valve replacement \$, moderate valve replacement \$\$, and complex valve replacement \$\$\$, and a similar scale for risers or perhaps a set price for all risers. At present the prices we pay for these services vary greatly and do not appear consistent with the work effort.

4. Shrubs removed along “common area” wall on 68th Drive between Union Hills and Morrow.

When we purchased our lot and arranged for construction of our home, the 101 did not exist and persons traveling between our community and Scottsdale used either Union Hills Drive or Bell Road to travel east and west. At that time the 68th Drive entrance and the 71st Avenue entrance, which is wider than the other now secondary entrances, were main entrances and heavily traveled.

For several years now the 68th Drive entrance has been left alone except for the adding of the “new” monuments and signage. The landscaping at these monuments, east and west, has not been maintained and presently looks shabby. [Photo 22](#). The entrance is not balanced and the landscaping erratic. The west side being very wide and the east side almost non-existent. The variance between the two sides could be explained by again going back to the beginning. In other words, coming from the east, heading west on Union Hills Drive, you would see the west entrance, not the east, consequently it is the most elaborate. It probably makes more sense today to balance the two by reducing the size of the west monument bringing it more in line with the east as this is no longer a primary entrance.



Photo 22

Arrowhead Ranch Phase 1 Board Challenge

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Several shrubs were removed from 68th Drive between Union Hills and Morrow, a Common Area (Photos 23 – 25), because they were dying due to not being watered while Glendale had our irrigation system turned off to reline the sewer along our property facing Union Hills Drive (Note 1 above). The water was off from October 2020 thru February 2021 for the sewer liner placement by Glendale. Though the City had all of their work completed and the water turned back on at the end of February 2021, it was late July before the irrigation system was “charged” by the landscape company and October before the irrigation system repairs had been completed by the landscape company. The water continued to be “off” for overseeding and was not turned on until April of 2022 when the new landscape company discovered it was off more than a year after the system had been turned off.

At the time, the plan was to replace the shrubs once the irrigation system had been restored.

Note 9: The HOA could have arranged for watering of the shrubs and trees using available water company’s trucks thus saving the expense of replacing the trees and shrubs. See **Note 1** above.

It appears as though the HOA Board has a plan to reduce or eliminate common areas and place more of a burden on the Homeowner. That is not a good sign for those of us who own properties here. Some Homeowners along Utopia have been informed by letter that they are responsible for what have been common area walls for the 37 years I have owned property and lived here, etc.

It’s started a few years ago along 68th Drive. A homeowner was sent a letter telling them that they had to paint the back wall of their property, along 68th Drive, that had been a “common area” from the beginning. The then management company representative said that they (management company) had never painted that wall and they were obviously the color of the Homeowner’s home at some point. When I heard about it, I pushed back. When we bought our property here, 37 years ago, the walls were a cream color not the beige they are today. Though it was true the management company had never painted the walls, they should have and ultimately did.

More recently Homeowners along Utopia Road, through the center of our community, have been informed by individual letters that they are responsible for maintaining the wall along their property that abuts the common area. What is particularly troubling about that is each Homeowner may choose a different paint company and thus a close yet different color and quality. In addition, they may not have the expertise required to handle the stucco maintenance. In short it makes more sense to continue HOA maintenance of these “common areas” so that there is a common contiguous look and feel to the community. This will definitely affect property values if not done well. If we continue to make individual Homeowners responsible for “common area” maintenance we lose. The HOA’s only recourse, if not done or done well by the Homeowner, is to fine (violation) which doesn’t solve the problem and fines are not enforceable.

Arrowhead Ranch Phase 1 Board Challenge

Items covered herein were either widely circulated in HOA Newsletters, covered in meeting minutes or discussed in Open Sessions of the HOA Board meetings



Photo 23



Photo 24

Arrowhead Ranch Phase 1 Board Challenge

Items covered herein were either widely circulated in HOA Newsletters, covered in meeting minutes or discussed in Open Sessions of the HOA Board meetings



Photo 25

5. Shrubs removed from “common area” along the west side of 71st Avenue, from Union Hills Drive for several blocks north to the golf course crossing. Photos 26 – 33.

Several large shrubs (10 shrubs ranging from 35-40 years of age) were cut down and removed from the west side of 71st Avenue. Two of the larger shrubs that were north of Julie had some areas of growth that had died due to the irrigation system having been turned off when Glendale was working on the liner for the sewer on Union Hills; October 2020 thru February 2021 (1. a. i. above). However, some weeks ago the dead areas of those shrubs were pruned back and new growth was filling in. This destruction happened as two Homeowners watched the landscape company as they cut down the shrubs at the direction of the Landscape Committee.

In the Open Session of the November 2022 Board meeting, (the bushes had been cut down) the President said he had been driving along 71st Avenue recently and noticed how “bare” it was. He offered to place four trees “on your (meaning me) street”. I did not respond. It should be noted that three of four pine trees (two on the east side and two on the west side of 71st Avenue, across from each other) have also been removed in the past three years and not replaced. The stumps of the three removed trees are still in place. Also, three trees that were planted by the HOA Board had died and were removed by the landscape company (Note above).

Note 10: Eliminating the shrubs along 68th Drive and now 71st Avenue makes it appear that the Board is attempting to reduce the “common areas” in order to cut back on landscaping costs; why else would they have cut down perfectly healthy shrubs on 71st Avenue? When you consider that the Board has also sent letters to homeowners along Utopia Road (main street through our

Arrowhead Ranch Phase 1 Board Challenge

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community) that the homeowners are responsible for wall maintenance (stucco repair and painting). This is problematic as the only recourse, should a homeowner not comply, is to fine them. Also, the repair job and or painting (color (varies by manufacturer) and type) may not meet the level of standard required for a “common area”.

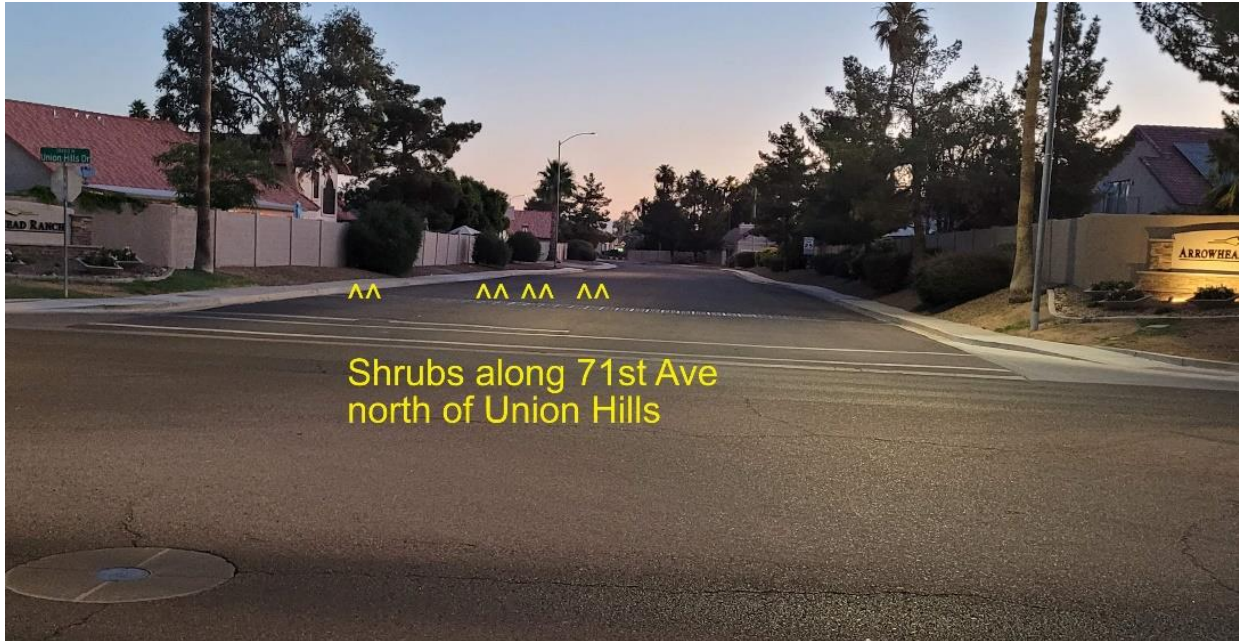


Photo 26



Photo 27

Arrowhead Ranch Phase 1 Board Challenge

Items covered herein were either widely circulated in HOA Newsletters, covered in meeting minutes or discussed in Open Sessions of the HOA Board meetings

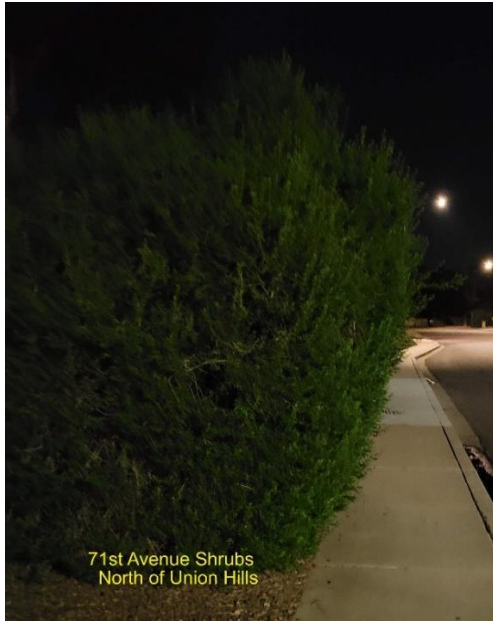


Photo 28

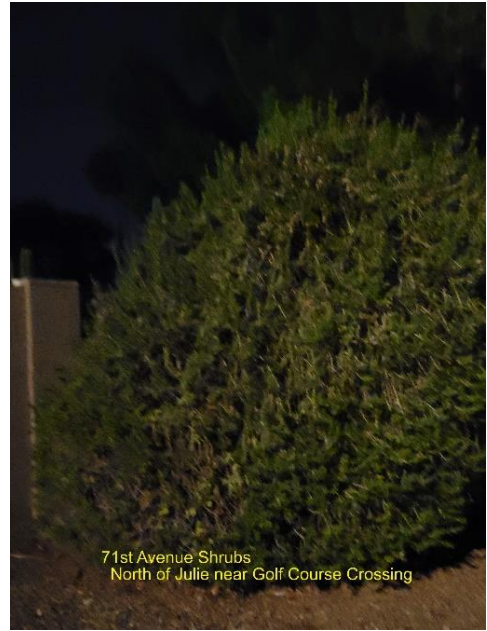


Photo 29

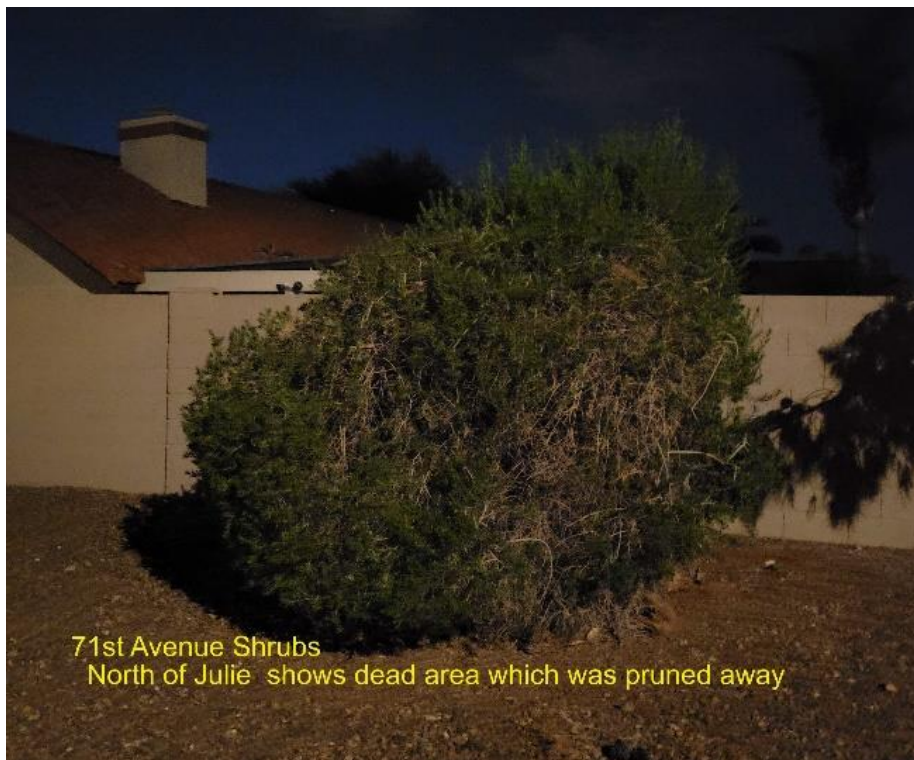


Photo 30

Arrowhead Ranch Phase 1 Board Challenge

Items covered herein were either widely circulated in HOA Newsletters, covered in meeting minutes or discussed in Open Sessions of the HOA Board meetings

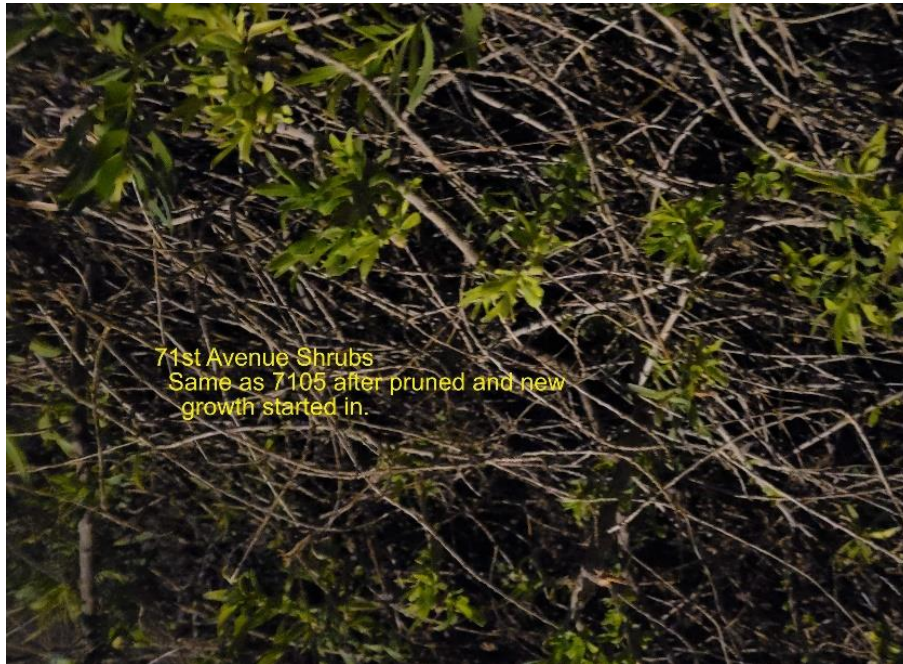


Photo 31



Photo 32

Arrowhead Ranch Phase 1 Board Challenge

Items covered herein were either widely circulated in HOA Newsletters, covered in meeting minutes or discussed in Open Sessions of the HOA Board meetings



Photo 33

6. Landscaping at Monuments inconsistent/erratic

At the November 2020 “Open Session” a redesign of the monument landscaping was discussed. The original landscaping of the monuments was performed by the then current landscape maintenance company’s owner who didn’t have formal training in landscape architecture and did not retain the services of a Landscape Architect. I proposed that the Board engage the services of a Landscape Architect, a person with at least a four-year degree in Landscape Architecture (ASU and Arizona University offer such programs), and asked for permission to engage a Landscape Architect to provide a formal landscape plan for the re-landscaping of the monuments. The Board agreed and I identified a Landscape Architect and discussed our plans, and provided samples of the monuments. Within a week the HOA President sent me an email stating that I could not commit funds which I acknowledged I was aware of. Shortly thereafter I received another email from the HOA President stating that I had to wait until after the upcoming Board meeting to get the “formal” OK of the Board for me to continue. At the Board meeting the current landscape company owner presented his “new” plan for re-landscaping the monuments and that plan was accepted. I asked the landscape company owner who his landscape architect was and he replied “me”, meaning himself though he admitted he had no formal landscape architecture training except his 30 years in the business. I cancelled the Landscape Architect.

The “new” landscape plan was to install concrete pots with flowers and also to place ground cover to fill in between the pots. In addition, the existing Bougainvillea, which

Arrowhead Ranch Phase 1 Board Challenge

Items covered herein were either widely circulated in HOA Newsletters, covered in meeting minutes or discussed in Open Sessions of the HOA Board meetings

dominate the monuments, were to be removed and placed around the community where plants had died.

Note 11: Some research regarding the concrete pots indicates that they were quite popular in the valley (Phoenix metro area) about fifteen years ago but were somewhat problematic. The pots sit above the ground and draw in the heat of the sun. The heat and low humidity of the desert tend to quickly evaporate the irrigation water in the shallow dirt (3 to 4 inches in the ones we have) and in the irrigation lines causing a buildup of minerals in the black irrigation tubing that soon inhibits the water supply from reaching the plants causing them to die. Consequently, its necessary to replace the irrigation lines and flowers frequently during the year. You will notice around the valley that most of the “pots” being used in the valley today are much larger and deeper, and hold much more dirt (10 to 12 inches) which helps to offset the problems encountered by the shallower ones.

Another thing you notice regarding the landscaping at the monuments is that it is not consistent, entry point to entry point or even both monuments at any one entry point. At 75th and Utopia, 71st and Union Hills monuments landscaping on the left side monument of each of these entries is much wider than the one on the right-side monument (outside looking in) and has more pots oddly placed. Landscaping at the monuments at 68th Drive and Union Hills is poorly planned and is not regularly maintained (the landscaping has died and not been replaced). In addition, the monument landscaping on the west side monument is three times that of the east side (entrance landscaping is not balanced). The pots are not evenly spaced (uniform, consistent) in relation to the monument, etc. The monument at 67th and Union Hills, which I believe is the anchor monument, looks bare (not enough ground cover) and at night is lost due to not enough light to really see it. There is a notation in the Board meeting minutes of two-and one-half years ago that the lights at the 67th and Union Hills monument were enhanced, no such improvement was ever made. The Bougainvillea at the monuments compete with the monuments for your “eyes” attention thus taking away the attention the monuments were supposed to bring. Nothing should be as tall or taller than the monuments and in fact the landscaping should bring your eye in to the monument (from the sides in and from the bottom up) not dominate it.

7. Recent Assessment Increase approved without proper planning

In the November 2022 Board meeting, the President raised the issue of an increase in the annual homeowner assessment. I asked him what the plan was that supported an increase. He asked me what I meant and I repeated, “what is the plan supporting an increase”, he turned to the Treasurer and the Treasurer said “electricity has gone up ten percent”. The President then said “ten percent OK the increase will be \$20 per semiannual assessment”. That’s all of the logic and planning that went into the assessment increase. Previously, and in the June 2022 Newsletter, the President stated what other HOAs are paying as though that is the measure of something. Unfortunately, we have no idea what those HOAs are supporting and what their need for money is. However, you will notice that lake homes pay a higher rate than non-lake homes (see **2. Hanson Lake** above and June 2022 Newsletter attached ([Photo 1](#))).

Going back to the logic of electricity increasing by 10% (Treasurer’s comment above) as the basis for an assessment increase, we pay about \$20,000.00 annually for electricity, ten percent (10%) of \$20,000.00 is \$2,000.00 or about \$1.31 per homeowner (\$2,000.00 / 1530 Homeowners) each year. Hardly a need to raise our assessment.

Arrowhead Ranch Phase 1 Board Challenge

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A \$20 assessment increase per homeowner twice a year equals \$61,200.00 per year (\$20 semiannual assessment increase x 1530 homes x 2 semiannual payments) that won't cover replacing the large trees that have been removed from Union Hills much less the trees that were removed from other areas around the community (Agave proposal). A homeowner asked at the last meeting about replacing the trees that needed to be removed and was not given an answer.

We need to do something more realistic with the irrigation system. Through October we spent \$104,979.02 over and above the monthly landscape maintenance fee, an additional \$14,960.00 (irrigation system and sod) was for the work at 71st Ave and Union Hills to replace grass that had died; Union Hills irrigation system was turned off for a period of 18 months (see note in red page 4). One of the costs is replacing valves with scrubber valves which attempt to break up the debris. Replacing the valves with scrubber valves isn't the answer as we still have the same problem except now the "debris" is pushed through the system to the sprinkler risers.

In reality the place to stop debris is at the entry point preventing the debris from entering the system either with a filter or by raising the intake from the bottom of the lake or combination of both. What we really need is a study of the irrigation system the product of which will be a report/proposal that provides real solutions. The study cannot be conducted by pseudo irrigation "experts" working in local landscaping companies.

A proposal for such a study has been received from Coates Irrigation (see irrigation above).

Our operating costs are going to go up not just due to inflation but because of the big-ticket things we need to do over the next several years just so we can establish a stable environment for which realistic maintenance that meets our requirements can then be reasonably "fixed" and met. Operating costs, inflation, planned Capital Improvements and maintaining the reserves combined should determine our "rate" increase. Capital Improvements should be planned over five, seven or ten years, be clearly documented and updated annually so that future HOA Boards understand the plans. Reserves are usually used to set aside funds for unforeseen events like catastrophic damage or loss, etc. and not meant for "routine" expenditures (landscape improvements, etc.).

Longer term, if we fix the irrigation debris problem, negotiate a realistic landscape maintenance contract, etc. our costs should settle and be on a firmer basis for the future.

08. Arrowhead Ranch Phase I Signage:

When the monuments were installed at the primary entrances, signage was also updated for the secondary entrances that previously had signage; *except one*. For some inexplicable reason the entrance at 73rd Avenue and Union Hills Drive, which is next to the elementary school was not upgraded and still has the original signage (40 years old): [Photo 34](#). Consequently, instead of appearing to be part of our community, Phase I, it appears to be part of the Phase 2 community west of 75th Avenue which still has the

Arrowhead Ranch Phase 1 Board Challenge

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original signage. The removal of the old signage, new monuments design and installation, new signage and landscaping cost Phase I in excess of \$320,000.00 and while they are a welcome addition to our community, not changing the signage at 73rd Avenue (at Arrowhead Elementary School) is inconsistent with the intended upscale overall look. I asked the Board to approve the signage at a Board meeting some months ago but met with opposition as the President said he “liked the old signage” and the issue was dropped. Upon reviewing the meeting minutes, I see that the minutes show that the motion was tabled in order to determine “Homeowner interest”, though this was not discussed in the meeting when presented and no action has been taken to determine interest. I have the original proposal from TS&G signs to upgrade the 73rd Avenue entrance (Photo 35) and would like Homeowner support in moving the Board to go forward with the upgrade (petition effort planned).



Photo 34

Arrowhead Ranch - Wall Pan Sign



DESCRIPTION:
Pan Sign face with RPC letters & logo stud mounted and bonded to sign.

Photo 35

TS&G
QUALITY DESIGN STRUCTURE
Custom Architectural Signs
729 N. 56th Ave. Suite 101, Phoenix, Arizona 85021
480.353.0205 • tsagps.com

PROJECT NAME:
Arrowhead Ranch

CLIENT:
Arrowhead Ranch

DATE:
12.4.2019

PHASE OF COMPLETION:
 CONCEPTUAL
 REVISION
 APPROVED DESIGN
 SHOP DRAWING

REVISIONS:
1.
2.
3.

CLIENT APPROVAL:

SALES REP/DESIGNER:
Ric/Frankie

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Arrowhead Ranch Phase 1 Board Challenge

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9. Contracted Landscape Maintenance Company not properly licensed

Agave was presented to our Board for consideration in October 2021 to replace the then current landscape company of Lawns by Les. As part of the effort, the management company representative to our Board stated in an email that she had reviewed credentials for Agave including the Better Business Bureau (“BBB”) website for customer reviews and stated all was OK. As agave’s performance continued to be sub-standard, I went out on the WWW to check for customer reviews. When I checked the BBB website there was a warning (red letters) regarding Agave: [Photos 36, 37, 38](#)

“CURRENT ALERTS FOR THIS BUSINESS Licensing: On 4/30/2021 BBB confirmed that Agave Environmental Contracting, Inc. had not obtained a necessary license from Arizona Registrar of Contractors (ROC), BBB encourages you to contact the following agency or agencies to confirm this information: <http://www.azroc.gov> – (602) 542 1525.”

Photo of BBB warning attached ([Photo 36](#)).

The licensing referenced was Agave’s license for Irrigation and Hardscape, one of which was voluntarily cancelled 4/30/17 and the other expired 4/30/2021. Agave was not licensed to perform residential irrigation and hardscape services (AZ CR21 license) for a total of 24 months; *nine months prior* to when our HOA contracted with them for those services (4/30/21–1/1/22) and for fifteen months (1/1/22–3/23/23) while on site actually performing Irrigation and Hardscape services for our HOA and a city of Glendale Park.

Once I found the license discrepancy, I notified our Board members and our AAM management representative. First pushback was that Agave’s General Commercial license covers irrigation and hardscape. It does *for Commercial properties* but specifically states “except for Residential” (in other words excluding residential). A few days later the President said our HOA was a commercial enterprise and thus the commercial engineering license covered their work. I check with the Maricopa County Treasurer’s office and was advised that our HOA is “residential” not commercial for tax purposes. The President than stated that he had called the State ROC and was advised that Agave’s license covered “landscape maintenance” I countered that he had been informed that the issue was “residential irrigation and hardscape” for which Agave did not have a required license (CR21). The next push back was that one of the Agave employees had an irrigation license. I asked to see it and was presented with a “certificate of training” for the individual *not a license*. Finally, Agave secured the proper license on 3/23/23 and now, 15 months later, was legal on our property.

We have since changed management companies. Unfortunately, our current management company CPM has had Agave as an “approved vendor” in their payment system and was offering Agave to other HOAs as “approved” during the period Agave did not have a residential irrigation and hardscape license. I have asked them to either do a more thorough review of vendors before they assign them “approved status”, because it is misleading to the HOAs they service, or call their list something other than approved vendors. The action is allegedly pending their management approval.

Arrowhead Ranch Phase 1 Board Challenge

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Note 12: There was no oversight over the transition from AAM to CPM, consequently we do not know if all documents were properly transferred. In addition, documents that were readily available to Homeowners at AAM should continue to be available to Homeowners (meeting minutes, etc.). The meeting minutes, invoices, etc. from AAM should be available online as they were before so there is continuous access for HOA members to applicable information not just the “new” management company.

Though Agave’s performance, during the two years they were our landscape services provider, was mostly sub-standard, our former Landscape Committee Chairman recommended Agave to several other area HOAs. Recently the President has said that Agave fired ARP1 HOA, truth is ARP1 HOA should have fired Agave when it was determined they were not licensed to perform services that they were performing on our property for more than a year.

It is yet to be determined what our experience with the new landscape company will be as there is much to be corrected from the devastating work of Agave. As an example the lawn on Union Hills Drive is green now primarily due to the large amount of rain we have had so far this year. The irrigation system along Union Hills is in dire need of corrective action (raise sprinkler heads, regularly flush system, etc.).

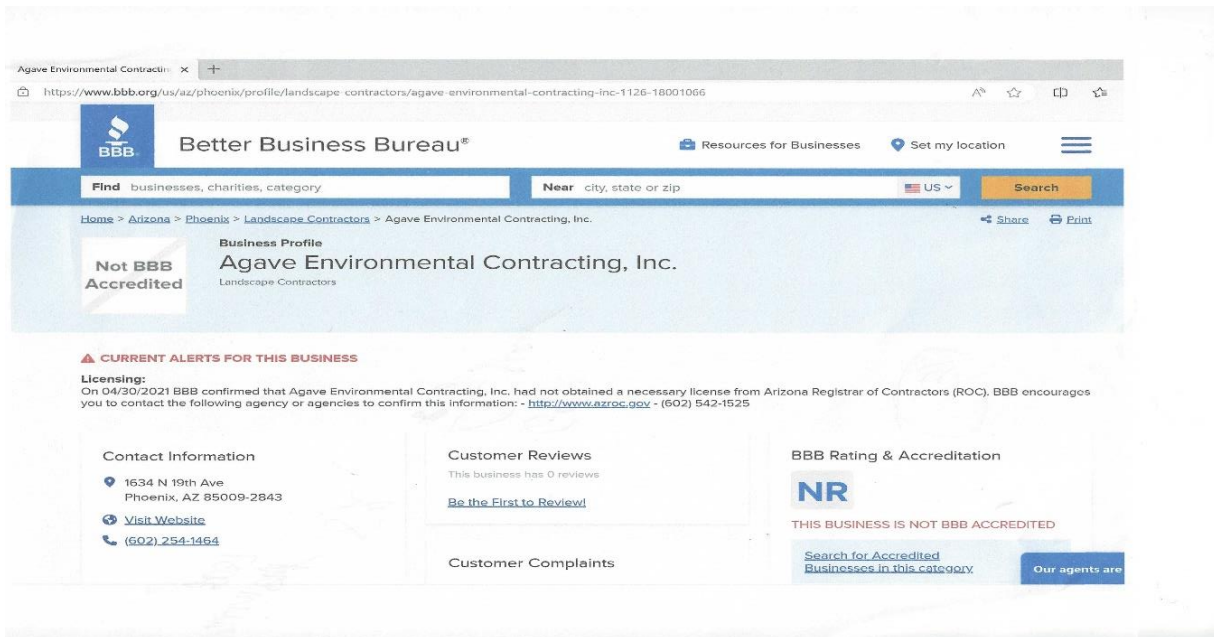


Photo 36

Arrowhead Ranch Phase 1 Board Challenge

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Contractor Search

Find out if a contractor's ROC license is current and see other information related to the license, [enter their AZROC license number](#) or their name below. If searching by a person's name, be sure to use first then last - for example: 'John Doe' instead of 'Doe, John'. You can also use the **ADVANCED SEARCH** functions by clicking the gray "Advanced Search" button below to search by City, Classification, Status and more. [Click to read the complete instructions.](#)

Agave Environmental Contracting Search

Advanced Search Export a List Clear

IF YOU EXPERIENCE A TECHNICAL PROBLEM, PLEASE CLICK [HERE](#).

BUSINESS	NAME AND TITLE	LICENSE NO.	CLASS	QUALIFYING PARTY	STATUS	CITY, STATE, ZIP	PHONE	MORE INFO
Agave Environmental Contracting Inc	ISSUED 3/23/23 -----	ROC 343936	CR-21 Hardscaping and Irrigation Systems	Michael Mc Mahon	Active	Phoenix, AZ, 85009	(602) 254-1464	More Info
	Michael Mc Mahon (Officer)	ROC 244458	A General Engineering	Michael Mc Mahon	Active			More Info
	Michael Mc Mahon (Qualifying Party)	ROC 086364	CR-21 Hardscaping and Irrigation Systems	Michael Mc Mahon	Expired			More Info
	Cynthia Lee (Officer)	ROC 086374	CR-21 Hardscaping and Irrigation Systems	Gene Robert Brown Jr	Voluntary Cancellation			More Info
	EXPIRED 4/30/21-----							
	VOLUNTARY CANCEL 4/30/17-----							

Showing Page 1 of 1 - 1 Total Records Records Per page 10

Photo 37

DETAILS FOR
Agave Environmental Contracting Inc
LICENSE NUMBER ROC 343936
This information is current as of 2023-12-23 09:35:07

Share this License or Send it to Yourself: [Email](#) | [Save for Later](#)

If you are the contractor listed, feel free to contact our Licensing Department at (602) 542-1525 for more information.

<p style="text-align: center;">CONTRACTOR</p> <p>Business Entity Name: Agave Environmental Contracting Inc</p> <p>City and State: Phoenix, AZ, 85009</p> <p>Phone: 6022541464</p> <p>Status / Action: Active</p>	<p style="text-align: center;">LICENSE</p> <p>Class & Description: Specialty Dual CR-21 Hardscaping and Irrigation Systems</p> <p>Entity Type: Corporation</p> <p>Issued / Renewal</p> <p>First Issued: 2023-03-23</p> <p>Renewed Through: 2025-03-31</p>
---	--

QUALIFYING PARTY & PERSONNEL

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name: Michael Mc Mahon Position: Qualifying Party	Name: Michael Mc Mahon Position: Officer	Name: Cynthia Lee Position: Officer Other Positions: OFFICER
Name: Eric Glenn Mahler Position: Officer Other Positions: OFFICER		

Photo 38 (Agave is finally legal 3/23/23)

10. Election of Board Members

I believe there are some irregularities regarding the election that took place earlier this year. When I first ran for a Board position, there were no restrictions on how many

Arrowhead Ranch Phase 1 Board Challenge

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words one could use in defining themselves. The rules were changed to limit an individual's "resume" to seventy-five words, including specific questions to be answered. In answering the questions, the 75 words were used up rapidly. In the current election one candidate apparently got no votes at all which seems odd.

In one case an individual had exceeded the 75-word limit and our Secretary claimed to have sent an email notice giving him a time limit for correcting and returning his document. In a public meeting, the individual stated that they had not received the notice. But the secretary held tight to the "missed deadline" therefore the individual could not be considered. Finally, the Board over ruled the Secretary but it was a tense public session. There was an attempt to thwart another individual whose application was accompanied with a note from the management company representative that though "he is now current on assessments", he had been late a year earlier and had given the management company a hard time. Our founding documents simply state "current on assessments and no outstanding violations". Some Board members were pushing to subject the individual to be further scrutiny by Board officers.

All of the applications were reviewed by persons who themselves were up for reelection. I stated to the members of the Board that I believe it is an unfair advantage for those up for reelection to see what others have written. We will have a new election this February and now the 75-word resume has been changed to 75 or 80 words.

The President was up for reelection February 2023. He stated, public distributed documents provided herewith, (Photo 39) that he owns "Cramer Realty". This was published in the February 2023 Arrowhead Ranch Newsletter (distribution 1530), page 2 and, the ballot provided to homeowners (1530) for them to record their vote preferences, as part of his reelection bid. However, the public database record of his Real Estate License (SA026221000 Photo 40) shows that he has been employed by "Cramer and Associates" since 7/1/1995. Marjorie Cramer, a Broker and his mother, is the principal of "Cramer and Associates". I could not find a "Cramer Realty" licensed in Arizona (state public database). It seems at least misleading? To further complicate the matter, he also uses "Cramer Real Estate" which is a company whose license (SE010687000) was terminated 1/31/1995.

Arrowhead Ranch Phase 1 Board Challenge

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ARROWHEAD RANCH

February 2023

Board Officers

Tommy Cramer, President
Keiran Enright, Vice President
Nancy Porter, Secretary
Craig Dickinson, Treasurer

Board Directors

Miles Charles
Rich Collins
Kathleen Moreland
Rana Badri Pena
Steve Thomas

Architectural Committee

Rana Badri Pena

Landscape & Lakes Committee

Steve Thomas

Social & Media Committee

Kathleen Moreland

Upcoming Board Meetings

Tuesday, March 23, 2023(annual)
Tuesday, April 18, 2023
Tuesday, May16, 2023

*Board Meetings are held at the
Arrowhead Country Club @ 6:00pm*

Associated Asset Management

Sherry Gonzales, AMS®
Community Manager
Phone: 602-674-4396
Email: sgonzales@aamaz.com

Veronica Rodela
Assistant Community Manager



President's Corner

By Tommy Cramer, Board President

Each time I drive into Arrowhead Ranch, I am reminded just how beautiful our community is with its lush green landscape, tall trees, lakes, & parks. From the awesome newer monuments at our entrances and to our beautiful golf course views, I consider myself a lucky guy to call this place home.

Please join us at our Annual Board Meeting, March 21st, and participate by voting in the election of five of our nine Board members. As always, we will be giving away door prizes. Some of the prizes include Visa gift cards, Arrowhead CC brunch certificates & golf rounds.

THE ARROWHEAD RANCH PHASE I
BOARD OF DIRECTORS
REQUESTS THE PLEASURE
OF YOUR COMPANY AT OUR

*Annual
Board Meeting*

TUESDAY, MARCH 21, 2023
HORS D'OEUVRES AND DINNER
5:00 P.M.

ANNUAL MEETING
6:00 P.M.
ARROWHEAD COUNTRY CLUB
19888 N 73RD AVENUE
GLENDALE, ARIZONA

Introducing Board Candidates

Candidates have submitted 75 word biographies:

TOMMY CRAMER

As Board President for 8 years, it has been my honor to serve you. I want to continue representing our community to ensure property values remain high, & common areas are well maintained. I love Arrowhead! I grew up here, raised my kids here, I own Cramer Realty here, and it's where Kim & I will continue to live. Being fiscally responsible and continuing to maintain an open and positive dialogue with you are priorities.

Photo 39

Arrowhead Ranch Phase 1 Board Challenge

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STATE OF ARIZONA DEPARTMENT OF REAL ESTATE

100 North 15 Avenue, Suite 201
Phoenix, AZ 85007

CERTIFIED LICENSE HISTORY

RE: THOMAS P CRAMER

This is to certify that a "good-faith search" of the Arizona Department of Real Estate's (ADRE) Electronic Licensing Records reveals the following as of 12/24/2023.

License Number SA026221000
License Status Active
License Type Real Estate Salesperson
Original Date 6/24/1985
Expiration Date 6/30/2025

Disciplinary Actions

No record of Disciplinary Action.

Continuing Education (CE) Requirements

Twenty-four (24) hours of approved CE is required every 24 months to maintain a valid license. The courses listed are for the last two CE Periods.

Course Name	Date Started	Date Completed
TOP 10 DISCLOSURES	4/5/2023	4/6/2023
CASE STUDIES IN REAL ESTATE LAW	4/5/2023	4/5/2023
CONTRACT MONEY MATTERS	4/20/2023	4/20/2023
AGENCY IN ACTION	4/24/2023	4/24/2023
ARIZONA PROPERTY TAXES, TAX LIENS AND FORECLOSURES	5/1/2023	5/1/2023
CODE OF ETHICS WITH CASE STUDIES	5/5/2023	5/5/2023
FAIR HOUSING: THE PRACTICAL ASPECTS	5/9/2023	5/9/2023
Navigating Arizona's Commissioner's Rules.	5/10/2023	5/10/2023

Employment History

To view true time license status and employment history, log on to ADRE's website at www.azre.gov and select "Public Database."

License Number	Company	Employment Type	Hire Date	Sever Date
SE013105000	CRAMER & ASSOCIATES	Salesperson	7/1/1995	

Pre-license Education

- Arizona Real Estate Salespersons licensed after 1/1/1990 have completed 90 hours of real estate pre-license education comprising Real Estate Principles and Practices of Real Estate Principles I & II, or the equivalent.
- Arizona Real Estate Salesperson licensed before 1/1/1990 have completed 45 hours in real estate pre-license education comprising Real Estate Principles.
- Arizona Real Estate Brokers have completed an additional 90 hours of pre-license education, comprising any two of the following four (4) classes: Real Estate, Real Estate Finance, Real Estate Appraisal or Real Estate Office Management, or the equivalent.
- Cemetery and Membership Camping licensees are not required to take pre-licensure or continuing education courses.

Examination

Arizona law requires candidates to pass the Arizona Specific written examination prior to accepting an application for licensure. Examinations are administered at the direction of the ADRE.

Photo 40

Arrowhead Ranch Phase 1 Board Challenge

Items covered herein were either widely circulated in HOA Newsletters, covered in meeting minutes or discussed in Open Sessions of the HOA Board meetings

11. Violation letters received too late for Homeowners to meet stated deadlines

In two recent HOA Open Board sessions, a Homeowner brought to the attention of the Board that letters generated by the management company, due to CC&R violations, were issued too late to meet the HOA intended targets of allowing fifteen (15) days in which the Homeowner may correct the violation, “cure period”, without further action, or the ten (10) days allowed for the Homeowner to request a hearing.

Shortly thereafter I got a Violation Letter for weeds in my front yard. [Photo 41](#). To be clear I expected to get a letter as I knew an inspection had taken place. I sprayed the weeds on Thursday (2/15) after the inspection had occurred. I am not complaining about receiving the letter for a violation.

The letter is dated 2/9/24. One day after the violation was noted; the inspection was conducted 2/8/24. I received the letter via US Postal Service on 2/20/24, eleven (11) days after it was alleged to have been written. The period of time given to “waive your right to be heard”, expired on 2/19/24 the day **before** the letter was delivered. The fifteen days allowed (cure period) to “correct the violation” had only 4 days left; 2/9 “date of letter” +15 days “cure period” = 2/24. Eleven (11) days had passed between when the letter was dated (2/9) and when it was delivered (2/20). Only four (4) days were left to correct the violation (“cure period”). The letter was mailed from San Francisco, California. There is no “post mark” on the envelope to show when the letter was actually posted (delivered to the Post Office).

Even considering the “Holiday” on Monday 2/19, when the letter could have been delivered, the “waive” period would have expired by the time our Homeowners would have gotten home from work and checked their mail and the “cure period” would have only been five (5) days instead of the fourteen (14) days intended.

In an attempt to get resolution for the violation letter debacle, I arranged a meeting between four members of the Board, including myself, and the management of City Property Management (“CPM”) our management company. The result of that meeting was that CPM viewed the problem as an “anomaly”, even though there was proof of at least three such occurrences; two by Homeowners and one by a Board member. The plan was that CPM would create and mail “test” violation letters to the four ARP1 attendees to verify the process.

The “test” violation letters were dated March 5, 2024 and were received on March 13th 2024, eight (8) days later, not much of an improvement even though this time the letters were mailed from Phoenix. Late receipt of the “test” letters only allowed two (2) days to file a written request for a hearing instead of the ten (10) days stated in the letter. In addition, the Homeowner only has seven (7) days left to cure the violation instead of the fifteen (15) stated in the letter. Consequently, there is still some work required to bring the letter in line with expectations defined therein.

Arrowhead Ranch Phase 1 Board Challenge

Items covered herein were either widely circulated in HOA Newsletters, covered in meeting minutes or discussed in Open Sessions of the HOA Board meetings

The Arrowhead Ranch Phase I Homeowners Association
4645 East Cotton Gin Loop
Phoenix, AZ 85040

VIOLATION NOTICE

3/5/2024

Richard Brian Collins
19102 N. 71st Ave
Glendale, AZ 85308

RE: The Arrowhead Ranch Phase I Homeowners Association Lot 05-030
19102 N. 71st Ave, Glendale, AZ, 85308

Dear Richard Brian Collins:

To maintain property values and aesthetics for the benefit of the entire community, the Board of Directors of The Arrowhead Ranch Phase I Homeowners Association are responsible for ensuring compliance with the Association's governing documents. City Property Management has been contracted to assist the Board in gaining compliance.

It was noted that the following condition, observed on 3/5/2024, may not be in accordance with the Association documents:

It was observed during a recent inspection of the community on 3/5/2024 that the building/Lot on your property has not been maintained in good condition. The following condition(s) were observed: TEST TEST TEST TEST TEST TEST. Please correct the issue so that the property is kept in good condition at all times.

This condition is in violation of the Association governing documents, including but not limited to **Section C.1.g "Maintenance; Misuse" of Section C.1 "Use of the Property" of Exhibit C "MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS, CHARGES, SERVITUDES, LIENS, RESERVATIONS AND EASEMENTS" on pages 28-29 of the Covenants, Conditions and Restrictions, Section 2.3 of Section 2 "USES OF INDIVIDUAL LOTS" of the Rules and Regulations.**

Please understand that the Board has a duty to enforce the Association's governing documents. Therefore, we respectfully request that you correct the above violations within 15 days from the date of this letter. If you fail to do so, the Board may consider legal action.

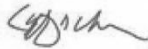
Please be aware that the Board is also considering monetary penalties for the above violations. Before fines are imposed by the Board, you have a right to be heard. In order not to waive your right to be heard, you must contact the Association's Community Manager, Cliff Ulman, at City Property Management Company, 4645 East Cotton Gin Loop, Phoenix, AZ 85040, in writing within ten (10) days of the date of this letter to schedule your hearing. If fines are imposed and they remain unpaid, they will be collected pursuant to A.R.S. 33-1807.

Pursuant to A.R.S. 33-1803, you may also request a written explanation regarding this violation notice by submitting a written response to the Association's Community Manager, via certified mail, within twenty-one (21) calendar days of the date of this violation notice.

A member may petition for an administrative hearing with the Arizona Department of Real Estate.

Thank you for your cooperation in this matter. **Please contact me directly if you have any questions or concerns. I can be reached by e-mail at cliff.ulman@cityproperty.com.**

Sincerely,



Cliff Ulman
Community Manager

cc: Board of Directors, The Arrowhead Ranch Phase I Homeowners Association

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Photo 41