

**PALM VALLEY COMMUNITY ASSOCIATION
TOWN HALL MEETING**

**December 7, 2021
5:30 P.M.**

**Palm Valley Community Center
14145 W Palm Valley Blvd, Goodyear AZ 85395**

AGENDA

- I. Call Meeting To Order – Leif Nygaard, President**
 - A. Welcome & Introductions
- II. Purpose of Meeting**
 - A. Discuss Upcoming Annual Meeting and Ballot
- III. Minutes from Prior Annual Meeting**
 - A. Review / Answer Questions
- IV. IRS Ruling 70-604**
 - A. Review / Answer Questions
- V. CC&R Amendment Article IV, Section 2(p)(vii)**
 - A. Review / Answer Questions
- VI. CC&R Amendment Article IV, Section 3**
 - A. Review / Answer Questions
- VII. Meet the Candidates**
 - A. Introduction of Board Member Candidates
- VIII. Adjournment of Meeting**
 - A. Next meeting is the Annual Membership Meeting:
Tuesday, January 11, 2022, 5:30 PM at Palm Valley Community Center

PALM VALLEY COMMUNITY ASSOCIATION
Annual Membership Meeting
December 9, 2020
Held via Zoom

Board Members Present: Leif Nygaard, Thomas Hyslop, Ron Huston, Jennifer Neal, Madeline Mitchell, Sally Moore and Barbara Bosson

Management Present: FirstService Residential Community Manager Susie Lumley

Homeowners Present: Jeremiah Smith, Tony Vega, Esme, Daniel Ensign, 720xxxxxxx, Brian, Owner

I. Call To Order

- A. The meeting was called to order at 7:03 P.M. by President Leif Nygaard.
- B. Leif discussed the need for a virtual meeting this year and video conferencing etiquette.

II. Certification of Quorum

- A. Susie Lumley verified a quorum present with 139 lots represented in person or by mail ballot.

III. Affidavit of Mailing

- A. Leif Nygaard verified official notice of the meeting was mailed to all owners of record as of November 6, 2020.

IV. Introductions

- A. Leif Nygaard introduced current board members and management representative and thanked the homeowners who were present for joining the meeting tonight.

V. Election of Directors

- A. Leif Nygaard announced there are two (2) seats open for the board of directors.
- B. Leif announced Board of Director candidates received by mail as follows: Barbara Bosson, Ron Huston, Jeremiah Smith, Tony Vega and Kenneth Walker.
- C. Appointment of Inspectors
 1. Two homeowner volunteers, Carol Dawson and Juan Stafford, were appointed at the October 28, 2020 meeting to act as Inspectors for certifying any ballot count for this meeting. Inspectors met with management earlier today to open and tally the ballots.
- D. Election Results
 1. Director Election
 - a Barbara Bosson was elected to a three (3) year term.
 - b Ron Huston was elected to a three (3) year term.
 2. Approval of Annual Meeting Minutes
 - a December 4, 2019 annual meeting minutes were approved with 125 votes in favor.
 3. Approval of IRS Ruling 70-604
 - a IRS Ruling 70-604 was approved by the membership with 113 votes in favor.

VI. Financial Report

- A. Susie Lumley reviewed the 2021 budgets. A handout was displayed on the screen for those in attendance to view. The Master Annual Assessment will be reduced in 2021 from \$172/yr to \$160/yr per lot. All of the parcel fees will remain the same for 2021.

VII. Honoring of Volunteers

- A. The board acknowledged the many homeowner volunteers who serve in various capacities.
- B. The board thanks spouses and family members of those volunteers for time taken away from home to contribute to the betterment of our community.

VIII. Community Overview

- A. 2020 Accomplishments:

1. Close Monitoring of Finances
 - a budget adjustments as necessary
 - b finance committee involvement
 - c CPA audit of financials
 2. Approved 2021 budgets:

The Master Annual Assessment will be reduced in 2021 . All parcel fees will be same as the previous year:

 - Master - \$160/yr due Jan 1
 - Desert Greens - \$172/yr due Jan 1
 - Horizons - \$175/yr due Jan 1
 - The Fairways - \$180/qtr due 1st ea qtr
 - Palmilla Shared - \$74/qtr due 1st ea qtr
 - Palmilla Greens - \$80/qtr due 1st ea qtr
 - Palmilla Lakes - \$130/qtr due 1st ea qtr
 3. Annual tree trimming in common areas completed in first quarter 2020
 4. Added plants and trees in various common areas
 5. Replenished granite in the Master, Horizons and Palmilla Shared
 6. Replaced table, bench and trash receptacle in Desert Greens park
 7. Addressed 48 trip hazard repair areas along the sidewalks in The Fairways
 8. Added new lighting in and around the Palmilla pool area
 9. Increased security patrol to 60 hours per month, 10 – 6 hour shifts per month with a new security company
 10. Review & reaffirmation of committees (ARC, Finance, Landscape and Pool)
 11. Appointed an Ad-hoc Governing Document Review Committee to review the Association documents for any revisions needed to update or make the documents more clear
 12. Board members reaffirmed code of conduct for Board members and committee members
 13. Continued improvements to the website www.palmvalleyphase1hoa.com, much thanks to Web Editor Barbara Bosson
 14. Reviewed homeowner survey responses in January and considered homeowner impact throughout the year during decision making
 15. Continue to reinforce ways to reach management:
 - a Email: PalmValley@fsresidential.com
 - b Phone: 480-551-4300 (live person 24/7)
- B. A Forward Look at 2021:
1. Annual tree trimming (Jan/Feb)
 2. Annual Community Wide Garage Sale scheduled for Feb 13, 2021 (2nd Saturday in February each year)
 3. Patch and paint block walls along Palm Valley Blvd and perimeter (Thomas, Dysart, Litchfield and McDowell)
 4. Sealcoat planned for Palmilla Greens (front half of Palmilla)
 5. Possible improvement project to include landscape and lighting enhancements at the main entry monuments (the big Palm Valley signs)

IX. Open Forum

- A. Ron Huston pointed out that the mailing address for assessment payments has changed. *Response: management will send e-mail blasts to homeowners alerting everyone to this fact and Barb will post an announcement on the website.*
- B. Management asked if people are comfortable moving forward with the community wide garage sale in light of the pandemic. *Response: a poll of homeowners present showed people feel comfortable moving forward with the annual garage sale.*

X. Adjournment of Meeting

- A. The meeting was duly adjourned at 7:32 P.M.
- B. Organizational & Goals Meeting to be held in January.

Respectfully submitted, Susie Lumley, Acting Recording Secretary

PROPOSED AMENDMENT ARTICLE IV, SECTION 2(p)(vii):

It is proposed that the Second Amendment to the Declaration be rescinded, and Article IV, Section 2(p)(vii) of the Declaration be amended and restated in its entirety as follows (for demonstrative purposes only, new language is in bold and underlined (**like this**) and language to be removed is struck through (~~like this~~):

(vii) Notwithstanding the foregoing, any Party Wall separating a Lot or Parcel from a Golf Course, or separating Common Areas from a Golf Course, shall be maintained, repaired and replaced as necessary by the **Association**. ~~Lot or Parcel Owner at their sole expense, or in the event the adjoining property is Common Area, at the sole expense of the Association.~~ **In the case of a Party Wall separating a Lot or Parcel from the Golf Course, the Association shall assess the Owner of the Lot or Parcel adjacent to such Party Wall for the actual cost incurred by the Association in performing the maintenance, repair, and replacement of the Party Wall. The cost of such maintenance, repair and replacement shall be added to and become part of the Assessment to which such Owner and the Owner's Lot or Parcel is subject, and shall be secured by the Assessment Lien. In the case of a Party Wall separating the Golf Course from Common Area, such maintenance, repair and replacement shall be at the sole expense of the Association.** The Owner of the Golf Course shall have no responsibility or liability for the Maintenance of ~~such~~ **the** Party Walls **described in this Section; provided, however, that**. Furthermore, ~~in the event that the Lot or Parcel Owner fails to maintain, repair and replace the Party Wall as necessary, the Association may, after proper notice, enter the Lot, perform the necessary maintenance, repairs or replacement of the Party Wall, and assess such costs against the Lot or Parcel Owner, all as set forth in Article X, Section 3 of this Declaration.~~ ~~The~~ foregoing is not intended to exempt a Golf Course owner for responsibility for damage to a Party Wall caused by the acts of employees, agents or invitees of a Golf Course.

PROPOSED AMENDMENT ARTICLE IV, SECTION 3

For demonstrative purposes only, proposed additions to the Declaration appear in bold and are underlined (**like this**).

1. It is proposed that Section 3 be amended and restated in its entirety as follows:

Section 3. Covenants Applicable to Lots Within Single Family Residential Land Use Classification. The following Covenants shall apply only to Lots and the Owners and Residents thereof lying within a Single Family Residential Land Use Classification:

(a) **General.** Property classified as Single Family Residential Use under a Tract Declaration may be used only for the construction and occupancy of Single Family detached Dwelling Units and typical residential activities incidental thereto, such as the construction and use of private swimming pools, together with common recreational facilities or other common areas or amenities, if any. All Lots within such Land Use Classification shall be used, improved and devoted exclusively to residential uses and no occupation, business, profession, trade or other non-residential use shall be conducted thereon, except that an Owner or Resident may conduct business activities on a Lot so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (ii) the business activity does not generate any traffic to and from the dwelling unit and does not require any street or on-site parking; (iii) the business activity conforms to all applicable zoning requirements; (iv) the business activity does not involve door-to-door solicitation of other Owners and Residents; and (v) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Residents and Owners, as may be determined in the sole discretion of the Board. The terms “business”, “occupation”, “profession” and “trade”, as used in this Section 3 and in the immediately following Section 4, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Dwelling Unit **pursuant to Section 3(c) below** shall not be considered a trade or business as defined herein. This restriction shall not apply to any activity conducted by the Declarant or other developer with respect to its development and sale of property within the Property.

(b) **Tenants.** The entire Dwelling Unit and Lot may be let to a single family tenant or lessee from time to time by the Owner, subject to the provisions of this

Declaration, the Rules, any applicable Design Guidelines and the Tract Declaration.

(c) Leasing. A Dwelling Unit may be leased to a Tenant from time-to-time by the Owner, but no more frequently than six (6) times per calendar year, and all such leases shall be subject to the provisions of this Declaration, any applicable Tract Declaration, and the Association Rules. No Owner may lease less than the entire Dwelling Unit. No Dwelling Unit shall be leased or rented for a term of less than ninety (90) days.

At least ten (10) days before commencement of the lease term, the Owner shall register the lease with the Association by providing the Association with the following information: (i) the commencement date and expiration date of the lease term; (ii) the names and contact information of each of the Lessees and each other adult person who will reside in the Unit during the lease term; (iii) the address and telephone number at which the Owner can be contacted by the Association during the lease term; and (iv) a description and license plate numbers of the tenants' vehicles. The Owner shall be liable for any violation of this Declaration or the Rules by the Lessees or other persons residing in the Dwelling Unit and their guests or invitees and, in the event of any such violation, the Owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violations.

As of the date of recording of this Amendment, any Owner that is currently leasing its Dwelling Unit to a Tenant in a manner that violates this restriction shall have a one hundred and eighty (180) day grace period to either bring the Dwelling Unit into compliance with the terms of this restriction or to sell or otherwise transfer ownership of the Dwelling Unit (upon the occurrence of which, this restriction shall thereafter be effective as to the Dwelling Unit).

**PALM VALLEY COMMUNITY ASSOCIATION (AKA PALM VALLEY PHASE 1)
2021 ANNUAL MEMBERSHIP MEETING**

**CANDIDATE BIOGRAPHIES
(VERBATIM AS SUBMITTED BY EACH INDIVIDUAL)**

Madeline Mitchell (Incumbent)

Education: Master of Public Administration (MPA) with a Specialization in Homeland Security and Emergency Management, Wayland Baptist University (WBU) Phoenix Campus.
Bachelor of Science in Career and Technical Education, Northern Arizona University (NAU) Phoenix Campus.
Associate of Applied Science in Law Enforcement Technology, Rio Salado College.

It is my sincerest desire to continue to serve our Palm Valley Community as a Director. My dedication and commitment expand to over 20 years of service to various communities. I have been a Police Officer with the City of Phoenix Police Department for over 13 years, a Police Service Representative with Los Angeles Police Department (LAPD) for 10 years, and a resident of Palm Valley for approximately six years. I am passionate about protecting and serving within our community.

Brian Blackford

Throughout my career I have been in a position to manage and help people overcome demanding situations as a support person for Fleet Maintenance with Republic Services for over sixteen years. Along with that I have been evolved with my local Eagles club and supported them as a trustee, President and now Vice president.

James Bluemer

My name is James Bluemer and I have been a Palm Valley resident since 2002. In my career I have worked with cities to review contracts and provide guidance on programs to improve quality of life. Some of my projects have been American SportsCenter (ASC) and Salt River Fields. My goal is to improve our neighborhoods and increase value.

Dan Corder

I have lived in Palm Valley for over 6 yrs. Having been in multiunit supervision for over 30 yrs, I know how to listen, work together, negotiate and get the job done. I believe we need people on the board who can lead and be held accountable to the home owners. I believe I can do this!

Carlos Galindo

I am AZ Supreme Court Certified in the preparation of Legal Documents. I'm knowledgeable in legal matters. I served as Pres. of SW Valley Literacy for 5 years. I served as Pres. Of West Valley Hispanic Association. I have a lot to offer.

Mark Gama

Native Arizonan
Business owner/agent American Family Insurance for the past 25 years
Father of 3
College Grad

Yelene Lopez

I would love to serve my community and listen to my neighbors and their needs. Also I like to keep on top of stuff and make sure everything that needs to be done by HOA gets done. For the last 4 months I have been calling for things to get done in my neighborhood. Love to be considered. Thank you.

Otilia Pena

Working for different organizations and real estate companies.

Kenneth Walker

I would like an opportunity to become a candidate. My name is Kenneth Walker. I am retired, and have 29.5 years of management experience.
