



**Home Owner's Association of Lake Ramsey
Minutes of the Annual Meeting October 17, 2020**

In compliance with the Statewide directive to limit exposure to the Covid-19 virus, the Annual Membership Meeting was held at the Vintage Court, 75082 Highway 25, Covington, LA 70435 to allow the required social distancing.

Further, attendees were noticed of the requirement to wear a mask and practice social distancing.

Meeting was called to order by President David Caldwell
The following Board members were not present: Susan Huff

Treasurer's Report – Maria Baronich, Treasurer

This is a cash-basis report for transactions during the month of September.

Operating account bank balance on 9/1/20 was \$68,956.87.

In September our net deposits were \$2,381.35 plus we received the flood insurance check for gatehouse repairs of \$11,685.69 (total deposits (\$14,067.04).

September paid expenses were \$14,249.98 leaving a September 30, 2020, balance in the operating account of \$68,773.73 (\$11,685.69 of which is restricted cash to be used only for gatehouse repairs).

The accrual basis financial statements are issued by GNO and can be viewed on www.lakeramsey.com as a link with these minutes.

Total costs as of 9/30/20 for temporary repairs of entrance damage = \$25,886.00.

When you look at the Income Statement by GNO, the flood damage expense of \$14,200.31 represents the following:

\$25,886.00	spent on emergency road repairs & flood damage costs
<u>-\$11,685.69</u>	received for flood insurance that MUST be spent on gatehouse repairs.
= \$14,200.31	net cost to date – BUT the \$11,685.69 MUST be spent on FUTURE gatehouse repairs

We are still out-of-pocket the \$25,886 already spent that came from our road repair funds. If the special assessment is approved, we will refund the road repair budget and be able to perform the regular road repairs not related to the entrance.

The total road & drainage budget for 2020 was \$50,000 and \$5,203 was spent before the flood so we had \$44,797 left. Emergency repairs to 9/30/20 are \$25,886.00 so we have \$18,911.00 left as of 9/30 in this year's road/drainage budget. There are additional expenses in October for staging equipment and additional crushed stone due to the hurricanes.

Board vote on HOA dues increase

Current dues are \$399 per year. Pursuant to the Covenants, the Board may increase dues annually by not more than 10% without written assent of the membership.

A 10% increase of the current assessment would be \$438.90. The Board voted unanimously to increase the 2021 homeowner assessment to \$438.00 which will be due on January 1, 2021.

The Board further voted to allow the 2021 annual assessment to be paid in 3 equal installments due to the financial concerns of residents resulting from loss of income due to Covid-19 and the possible special assessment. The Board voted unanimously to allow the 2021 annual assessment of \$438.00 to be paid in 3 equal installments of \$146.00 per month due on January 1, February 1, and March 1, 2020.

The Board announced that late fees for non-payment of the annual assessment will begin April 1, 2020, for any assessment not paid in full; thereby, allowing a 3-month grace period of no late fees.

Update on HALRI, Inc. (HOA) litigation with OCI / Mamoulides – by David Caldwell / Maria Baronich

The hearing set for October 21, 2021, will likely be continued due to Covid-19 and will likely not get on the docket again until January 2021. A portion of the OCI response filed in the case was read to the residents regarding OCI's

assertion that HALRI, because it does not own the streets in Phase IV-A, has no standing to demand that they be repaired and further, that because the streets in Phases I, II, III, and IV are in worse condition (per OCI), Phase IV-A streets were in “pristine condition.”

Report re: Artesian Utility – Maria Baronich

According to the Louisiana Public Service Commission (LPSC) website (Bulletin #1230 10-16-2020, and Docket # S-35756), on October 13, 2020, Magnolia Water Utility Operating Company, LLC, filed an application for non-opposition to the sale of the water system currently operated by Artesian Utility Company, Inc.

The deadline to oppose said acquisition is October 29, 2020.

Magnolia Water Utility Operating Company, LLC, had also filed letters of non-opposition to acquire additional water systems (Ruth Eternal, LLC Dkt. S-35746; Ismay Harbor, Inc. Dkt. S-35757; Southwood Ridge Utilities, Inc. Dkt. S-35760; and Clearwater Oaks, LLC Dkt. S-35761.

Comments from residents who had experienced Magnolia Water Utility as a provider included having no problems with the service to rate increases after Magnolia Water Utility began as the utility provider.

The LPSC representative for Lake Ramsey is Mr. Eric Skrmetta, 985-624-4660.

Open discussion & suggestions from residents.

Clean and paint street signs, stop signs, and speed limit signs,

Repair streets – discussion of funds allocated in the annual budget are insufficient to address all needed repairs, which exceed \$300,000 dollars for repairs currently identified. The Board will continue to make annual repairs using available budgeted funds. No repairs were performed in 2020 due to the use of those funds to make temporary repairs to the entrance.

Organize a neighborhood clean-up day. (Pontchartrain dumpster will become available when the front entrance can withstand the weight)

Board request that residents look to the official website: www.lakeramsey.com for accurate community information. While individual board members may communicate by using the private resident “yahoo” email group, official Board communication to residents is limited to the website and emails sent by GNO Property Management.

To receive GNO emails, residents must register at: <https://gno.cincwebaxis.com/>

In response, the Board will discuss additional ways to notify residents when information is being disseminated.

A majority of residents present indicated that they do look at the entrance information sign, so this may be another way the board can alert residents when updated information is posted to the website.

Annual budget comments included the cost of RCI Landscaping. It was explained that the reliance on resident volunteers has not been sustainable for several years and the previous contract covered grass cutting (only). The current RCI contract includes cutting the grass, edging, herbicides, fertilizing, ant bed treatments, tree and bush trimming, mulch, two seasonal flower plantings in the boulevard, checking the operation of the irrigation system and reporting to the Board system failures, etc.

A schedule of RCI’s services is attached to these minutes.

Result of proposed Bylaw changes (changed provisions attached to these minutes):

Bylaw changes # 1	Passed 173 / 30
Bylaw changes # 2	Passed 150 / 54
Bylaw changes # 3	Passed 138 / 65
Bylaw changes # 4	Passed 133 / 70
Bylaw changes # 5	Passed 136 / 67
Bylaw changes # 6	Passed 166 / 36
Bylaw changes # 7	Failed 85 / 115
Bylaw changes # 8	Passed 141 / 60
Bylaw changes # 9	Passed 148 / 54
Bylaw changes #10	Passed 117 / 74

Results of election of Board positions:

All five nominated Board members were approved resulting in a full seven-member board for 2020/2021.

Meeting Closed

"Lake Ramsey HOA"

Schedule of Services

RCI

Turf Mowing

Service	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Vacant Lot Mowing	As-Needed Upon Request by Owner												
Mowing - Ramsey Court			1						1				2
Mowing & String Trimming	2	2	5	4	4	5	4	5	4	4	3	2	44
Hard Edging	2	2	5	4	4	5	4	5	4	4	3	2	44
Soft Edging - Beds & Tree Rings	1	2	2	2	2	2	2	2	2	2	2	1	22

Detail Services

Service	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hand Weeding	2	2	5	4	4	5	4	5	4	4	3	2	44
Shaping of Shrubs & Trees - as needed	1	1	1	1	1	1	1	1	1	1	1	1	12
Bed Fertilization			1					1					2
Amdro Ant Bait Application			1							1			2
Ant Control as Needed	1	1	1	1	1	1	1	1	1	1	1	1	12
Insect Control on Beds as Needed	1	1	1	1	1	1	1	1	1	1	1	1	12
Turf Pre-Emergent Herbicide		1									1		2
Turf Fertilization				1			1						2
Turf Post-Emergent Herbicide			1								1		2
Bed Pre-emergent Herbicide	1			1			1			1			4
Bed Post-Emergent	1	1	1	1	1	1	1	1	1	1	1	1	12
Annual Color			1							1			2
Mulch			1							1			2
Crack and Crevice Weed Control	1	1	1	1	1	1	1	1	1	1	1	1	12
Irrigation Monitoring			1	1	1	1	1	1	1	1	1		9
Landscape Lighting Monitoring	2	2	5	4	4	5	4	5	4	4	3	2	44

Bylaw Changes proposed October 17, 2020

Changes passed: 1, 2, 3, 4, 5, 6, 8, 9, 10

Change failed: 7

Proposed change # 1:

ARTICLE 2 – MEMBERSHIP MEETINGS CURRENT Section 4.

Written notice of the annual meeting of the membership stating the place, date and hour of the meeting shall be given to each member entitled to vote at such meeting not less than ten (10) nor more than sixty days before the date of the meeting. A notice of such meeting shall be mailed by United States mail to each member at his or her last know post office address.

NEW Section 4. Written notice of the annual meeting of the membership stating the place, date and hour of the meeting shall be given to each member entitled to vote at such meeting not less than ten (10) nor more than thirty (30) days before the date of the meeting. A notice of such meeting shall be mailed by United States mail to each member at his or her last know post office address.

Proposed change # 2:

ARTICLE 2 – MEMBERSHIP MEETINGS CURRENT Section 10, ¶ D Proxy and Absentee Voting`

Members who submitted an absentee ballot are not permitted to vote in person.

NEW Section D. Members who submitted an absentee ballot are not permitted to vote in person. Absentee ballots must be received not less than three (3) days prior to the date set for the meeting. Ballots received after this date shall be void.

Proposed change # 3

ARTICLE 3 – DIRECTORS CURRENT Section 2.

The Board of Directors shall be composed of seven (7) members, consisting of the President, Vice President, Secretary, Treasurer and three (3) Directors elected by the membership. The seven board members shall serve terms of two (2) years each. Election of directors shall be held at the annual meeting of the membership, except as provided in the following Section of these by-laws. A director shall continue in office following the expiration of his or her term until his or her successor is elected and qualified.

NEW: Section 2. The Board of Directors shall be composed of an odd number of not less than five (5) members, consisting of the President, Vice President, Secretary, Treasurer and other non-officer directors, all of whom shall be elected by the membership. The board members shall serve terms of two (2) years each. Election of directors shall be held at the annual meeting of the membership, except as provided in the following section of these By-Laws. A director shall continue in office following the expiration of his or her term until his or her successor is elected and qualified.

Proposed change # 4

ARTICLE 3 – DIRECTORS CURRENT Section 3.

Vacancies and newly created directorships resulting from any reason will be filled by Special Election. All members will be notified and election held within 60 days of vacancy.

New Section 3. During the term, should an elected Board member’s position become available, the majority members of the Board have the right to appoint an association member in good standing to serve the remaining time of that term.

Proposed change # 5

ARTICLE 3 - DIRECTORS CURRENT Section 4.

The business of the corporation shall be managed by its Board of Directors, which may exercise all powers of the corporation and do all lawful acts and things that are not directed or required to be exercised or done by the membership by any requirement of law or provisions of the Articles of Incorporation.

NEW Section 4. The business of the corporation shall be managed by its Board of Directors, which may exercise all powers of the corporation and do all lawful acts and things that are not directed or required to be exercised or done by the membership by any requirement of law or provisions of the Articles of Incorporation.

The Board of Directors shall have the authority to delegate duties, as may be identified by the Board, to persons of its

Proposed change # 6

ARTICLE 3 – DIRECTORS CURRENT Section 5 ¶ C Nominations by Petition:

Additional names of candidates for directors can be nominated by petition bearing the genuine signatures of two (2) qualified members of the Association. Such petition shall be filed with the Nominating Committee within ten (10) days after notice has been given of the names of those nominated. The determination of the Nominating Committee as to the legality of the petition(s) shall be final.

NEW Section C – Nominations by Petition

Additional names of candidates for directors can be nominated by petition bearing the genuine signatures of two (2) qualified members of the Association. Such petition shall be filed with the Nominating Committee within ten (10) days after notice has been given of the names of those nominated. Each nominated candidate must meet the eligibility requirements outlined in Article 3, §1 and must agree to accept the responsibility of directorship. The determination of the Nominating Committee as to the legality of the petition(s) shall be final.

Proposed change # 7 – new section

ARTICLE 3 – DIRECTORS Section 14 is a new Section:

NEW Section 14. The Board of Directors may make and enforce reasonable rules and regulations pertaining to the use, maintenance, and occupancy of lots and common areas, which rules and regulations shall be consistent with the rights and duties established by this instrument and the Association’s Deed Restrictions and Covenants.

Proposed change # 8

ARTICLE 5 – OFFICERS CURRENT Section 12.

The Treasurer shall make assessments as directed by the Board of Directors in the manner prescribed in the covenants, conditions and restriction affecting any of the property which is included in or comprises any part of Lake Ramsey Development which appear of record in the conveyance records of St. Tammany Parish.

NEW Section 12. The Treasurer or designated agent shall make assessments as directed by the Board of Directors in the manner prescribed in the covenants, conditions and restriction affecting any of the property which is included in or comprises any part of Lake Ramsey Development which appear of record in the conveyance records of St. Tammany Parish.

Proposed change # 9

ARTICLE 6 - ASSESSMENTS AND FISCAL MANAGEMENT CURRENT Section 1.

All installments on assessments shall be payable to the order of Homeowner's Association of Lake Ramsey, Inc. by January 1st of each year.

NEW Section 1: Annual assessments must be paid in full by January 1st of each year, with such payments to be made payable to the order of the Homeowners Association of Lake Ramsey, Inc. The due date(s) for the payments of any special assessments shall be set by the Board of Directors.

Proposed change # 10

ARTICLE 6 - ASSESSMENTS AND FISCAL MANAGEMENT

CURRENT Sections 2, 3, 4, and 5 must be voted on together to change the way assessments are collected.

Section 2. Any Installment or assessment for common expenses not paid by January 31st shall be delinquent. A reminder letter will be sent by the Treasurer, Secretary or designated agent between February 15th and March 1st, and shall serve upon the property owner liable for any such delinquent installment a detailed statement of the corporation's claim for the current balance owed, together with any applicable fees, late charges and/or penalties. Such notice will be sent via U.S. mail.

Section 3. In the event that payment is not forthcoming following the first notice, the Treasurer, Secretary, or designated agent, shall send a second notice by March 30th, via certified mail, containing the current balance owed, together with any applicable fees, late charges and/or penalties.

Section 4. In the event that payment is not forthcoming following the second notice, the Treasurer, Secretary, or designated agent shall send a third notice by April 30th, containing the current balance owed, together with any applicable fees, late charges and/or penalties. The notice will be sent via U.S. mail.

Section 5. In the event that payment is not forthcoming following the third notice, a demand letter will be sent by the corporation’s attorney via certified mail to the property owner by May 30th, containing the current balance owed together with any applicable fees, late charges, penalties and legal fees. If payment is not received by June 30th, the Board shall take

the necessary measures to have filed on behalf of the Corporation a suit on such claim plus reasonable attorney's fees, costs for processing, and court costs in a civil act in a court of competent jurisdiction in St Tammany Parish.

NEW SECTIONS 2, 3, 4. 5 (to change collection procedures to statements)

Section 2. In the event that an owner shall fail to pay any annual and/or special assessment within thirty (30) days after the due date thereof, the Association may take any such action as provided for under the Louisiana Homeowners Association Act, the Deed Restrictions and Covenants and/or these By-Laws.

Section 3. In addition to the rights granted to the Association in the preceding Section 2, in the event that an owner shall fail to pay any annual and/or special assessment within thirty (30) days after the due date thereof, such owner may also, by resolution of the Board of Directors, be obligated to pay such penalties and/or late charges as the Board of Directors may fix. Moreover, in the event that an owner shall violate the Association's Deed Restrictions and Covenants, such owner may also, by resolution of the Board of Directors, be obligated to pay such penalties as the Board of Directors may fix.

Section 4. To the extent that the Association engages legal counsel and/or otherwise engages in collections and/or legal action for unpaid assessments and/or violations of the Association's Deed Restrictions and Covenants, all attorney's fees and costs incurred by the Association in connection therewith shall be paid by the owner to the Association.

Section 5. The obligation of an owner to pay any annual and/or special assessments (together with any applicable interest, penalties, late fees, attorney's fees, costs and/or other related charges) shall remain the owner's personal obligation and shall not terminate upon conveyance of the owner's lot. In the event that a lot is conveyed and any annual and/or special assessments (together with any applicable interest, penalties, late fees, attorney's fees, costs and/or other related charges) remain outstanding and not paid at or prior to closing, the owner conveying such lot remains personally obligated to pay the delinquent assessments (together with any applicable interest, penalties, late fees, attorney's fees, costs and/or other related charges) which have accrued prior to the closing on the lot.
