Date:	Time:	Location: Hammond Property Management
Tuesday	6:00 p.m.	50 Meadow Village Drive
August 13 th , 2019	MDST	Big Sky, MT 59716

	Agenda	Presenter	Action
6:00	Call to Order	Matt Walker	-
	Member Forum (new items for next agenda)		-
	Minutes of Last Board Meeting	All	Approve
	Next BOD Meeting:		-
	 Annual Meeting - Tues, Sept 24th @ 6pm 		
Finand			
6:10	Q2 Financial Report	Curt Wilson	Review
6:20	New bill pay procedure	Curt Wilson	
Repor	ts		
6:35	Property Management Report	HPM – Josh	Discuss
	Rule Enforcement Report	HPM	Discuss
	Communication from Owners	HPM – Seanna/Katie	Discuss
	 Letter from Pat Krause 		
	 Letter from Bruce Das 		
	Landscaping Report	Laura Gregory	Discuss
New B	usiness		
7:10	Annual Meeting Discussion/Prep	All	Discuss
	 Agenda items 		
	 Reports /deadlines 		
	 Special guests to invite 		
Old Bi	usiness		
7:35	Parking Update	Jeff Alger	Discuss
	West Fork Utilities Update	All	Discuss
	Chimney/Pellet Stove Cleaning	Jeff Alger	Discuss
	 Pellet Stove Estimates 		
	 Procedure for 2nd cleans/invoicing 		
	Charcoal BBQ – Common area for grilling	All	Discuss
	Reserve Study Proposal	Mindy	Discuss
	Management Contracts	All	Discuss
8:30	Adjourn		-

Minutes of the Regularly Scheduled Meeting of the Firelight Meadows Board of Directors

Firelight Meadows

Call to Order

Matt Walker called the meeting to order at 6:02 PM, MST.

Roll Call

Board Members present included Matt Walker (D05), Steve Cherne via phone (308), AJ Christianson (A16, C07), Karla Yeager (B09), and Jeff Alger (C-04, 367). Owners present included George Hearon (155), Chris & Twila Moon (495), and Steve Miller via phone (A19). Also present were Scott Hammond, Katie Coleman, Seanna Farrow, and Josh Hickey of Hammond Property Management, as well as CPA Doug Shanley and Attorney Mindy Cummings.

Member Forum/Agenda Items

- 1) Cement pad area of entrance to B-Building
- 2) Chimney cleaning cost and process
- 3) Charcoal grill/BBQ

Approval of Minutes

Matt motioned to approve the May meeting minutes. AJ seconded the motion and all were in favor. The minutes were approved as presented.

Next Meeting

The next meeting is scheduled for Tuesday, July 16th and will concentrate on preparing the 2020 budget. The next board meeting is scheduled for Tuesday, August 13th at 6:00 pm.

REPORTS

Financial Report

Doug Shanley gave a financial update. As of March 31, total checking/savings was \$1,404,434, total current assets was \$1,420,557 and total equity was \$1,384,309.41. The largest line item over budget as of March was Roof Snow Removal by \$30,100 due to the heavy winter. All owner dues were paid as of June 11th.

Property Management Report

Josh's manger's report was included in the packet. He noted that he is waiting for an estimate to be returned regarding the potential fencing around the playground area. He will share the estimate at the next meeting. New mulch is also arriving this week and will be put down. Irrigation was turned on today.

Josh shared a quote from Jack Creek Engraving for replacement on the entry signs. A 16 ft. sign without lighting and mounted on top of the stone structure is around \$6800. Per board direction, Josh will get additional quotes for signage and work with Mindy on the legal standards that need to be met for signage.

The C-Building repair work will be addressed soon.

Rule Enforcement Report

HPM shared Joe March's resignation, and the hire of an in-house employee, Derek Weinrich, who will be taking over the role of Firelight parking/rule enforcement.

Communication from Owners

There were several owners who expressed concern about the price of the additional chimney cleaning services. Several years ago, the board requested the contractors schedule each unit with a pellet stove, fireplace insert, or those who burned firewood as a primary source of heat, for an additional inspection during the winter. It was the intention of the board to bill these owners individually for the second cleaning; however, the budget for this preventative maintenance continued to be charged for the service. This is the first year owners were billed for the second service and caught off-guard by the expense. Decisions on how to tackle this in the future will be made and put in place before the next cleaning service.

An owner inquired about the possibility of installing solar panels on their chalet. The board did not approve this request at this time.

An owner requested approval to install a screen door on the front door of their unit. The board did not approve this request at this time.

HLH Rate Case Update

Steve shared that an agreeable number was determined, about 10% less than the original proposed rate. Steve continues to work with Alanah on the details.

OLD BUSINESS

Roof Conditions

Jeff Alger wrote a letter to the board stating his concerns about the campus' current roofing. All agree that a roof replacement plan should be established. The first step of this process is to educate Owners on the subject and potential costs of different re-roofing options (cold roof, or conventional roof). Karla expressed that she is willing to communicate with cold-roof contractors.

Reserve Study Proposal

Matt shared a quote from Reserve Advisors – 1 of 4 engineering firms he attempted to contact. The board discussed the details of doing a reserve study at length. AJ motioned to move forward with the reserve study. Jeff seconded and all were in favor.

Mindy expressed that once a reserve study is put into place, updating it is easy and it becomes a tool for educating owners on the Associations reserves, as well as give peace of mind to prospective buyers, owners and insurance providers. Mindy recommended identifying an "Executive Sponsor" to advise the contractor on local knowledge.

Management Contracts

Scott conveyed that HPM is happy to continue providing property management services for the Firelight complex. As for the other management services – i.e. snow removal, landscaping, trash management, and parking/rule enforcement – the board has a few options. The board plans to discuss this further during executive session. Mindy will help the board with the RFP process for additional management services, as well as aid with a management contract through HPM.

Adjourn

Matt motioned to adjourn the meeting at 7:58 pm. The board then went into executive session.

SECRETARY'S CERTIFICATE

I certify that the foregoing is a true and correct copy of the minutes approved by the Board of Directors.



Firelight Managers Notes

- Chalets
 - Finished drywall repairs from the Winter
 - Painted all concrete poles near light poles
 - Fixed wood stove and dryer vent at 200 Candlelight to prevent water from entering building
 - Fixed items noted in home inspection report at 433 Firelight after it sold
 - Touched up exterior paint spots at 319 Candlelight
 - o Reattached garage door trim at 319 Candlelight
 - Painted area of 448 Firelight where painters did not paint
 - Replaced all Fire Lane signs with DOT Compliant signs
- Condos
 - Repainted entryway grates
 - Painted light pole at entry
 - Added temporary air fresheners to D Building due to owner complaints. Put together numbers to add automatic air fresheners to each condo building
 - Facilitated dryer vent cleaning
 - Met Yellowstone Structural Systems to look at raising concrete pads in entryways to reduce the current tripping hazard
 - Repaired siding outside of unit C12
 - Cleaned out boot scrapers and replaced those that were broken
 - o Began process to get bids for staining decks
- Compactor
 - Continued to monitor and fine owners for disposing of garbage improperly
 - Pressure washed compactor area
- Landscaping
 - Obtained updated bid for entry sign replacement (\$4300 per 8' sign)
 - Received updated bid for dog fence area
 - Finished the mulch pathway
 - Sprayed trees around campus for tent caterpillars
 - Fixed numerous broken irrigation heads and lines
 - o Received bid to install additional beds in entries to HOA
 - Received bid to widen entryways
 - o Received bid to remove material from berm at condos to increase line of sight
 - o Began replacement of dead/missing trees and shrubs around campus
 - o Reseeded areas of dead grass behind chalets and in front of D building
 - o Removed small trees from entry bed at 381 Firelight



\$285 each

COMMERCIAL GRADE SOLAR FLAG LIGHT

The Commercial solar flag pole light is a great way to light your flagpole when you don't have ready access to electricity.

These lights can be used with flag poles as big as 6 inches in diameter, but can also be used with smaller flagpoles. The solar panel and light mount independently of each other, and they can be flat mounted, you can use the included ground stakes, or the flag pole mount, to best illuminate your flag. This light comes with a large 6 volt 15 watt solar panel.

This commercial solar flag light will light up for 12 hours at night with a fully charged battery (depending on weather conditions).

This light has a sensor that will automatically turn the light on at dusk. This light uses 12 bright white LED bulbs which lights up to 380 lumen.

SPECIFICATIONS

- Model Number: VF-COM-FLAG
- Fits: 1" 6" Diameter Poles
- Recommended for Poles Size: 20' to 35'
- LED Lights: 12
- Brightness: 380 Lumen
- Total Volts: 3.7
- Battery: 12,000 mAh Rechargeable
- Run Time: 10-12 Hours
- Lifespan: 40,000 Hours
- 1X Solar Panel
- 1X Light
- Mounting Hardware Included
- 1 Year Manufacturer Warranty

https://www.outdoorsolarstore.com/products/commercial-solar-flag-light?variant=33821585028



\$145 each

PROFESSIONAL GRADE SOLAR FLAG LIGHT

Our new professional grade solar flag pole light is 2x brighter than any flag pole light we've seen! The new light also fits bigger poles: 1" - 4" diameter poles.

This new light offers more power and staying ability with a larger solar panel and higher output. The solar panel is a high performing poly crystalline, which provides charge ability even on overcast days.

The 12 high-output LED lights are rated for 20,000 - 40,000 hours of operation (10 - 15 years). This light will run 10-12 hours depending on conditions.

SPECIFICATIONS

- Model Number: SGG-S12-Flag
- Fits: 1" 4" Diameter Poles
- Recommended for Poles Size: 17' to 21'
- LED Lights: 12
- Brightness: 120 Lumen
- Run Time: 10-12 Hours
- Lifespan: 40,000 Hours
- 1X Solar Panel
- 1X Light
- Mounting Hardware Included
- 1 Year Manufacturer Warranty

WARRANTY INFORMATION:

- LED Lights: 3 years
- Solar Panel: 1 year
- Battery: 90 days

https://www.outdoorsolarstore.com/products/professional-solar-flag-light?variant=33820388996



ULINE AIR FRESHENER

Automatically freshens air for round-the-clock odor control.

- One can lasts up to **180 days**.
- Battery gauge and refill indicator.
- Dispenser Set to spray in 1 to 60 minute intervals.
- Uses 2 <u>D Batteries</u> sold separately.

MODEL	DESCRIPTION	CANS/	PRICE PER CASE		
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<u>S-14824</u>	Citrus Blossom Spray		T		
<u>S-14825</u>	Cool Linen Spray	12	\$59	\$49	
<u>S-21352</u>	Cucumber Melon Spray				

ULINE AIR FRESHENER DISPENSER					
MODEL	DESCRIPTION				
NO.		(H x W x D)	1	3+	
<u>H-2241</u>	Dispenser	9 x 4 x 3"	\$39	\$36	

1 in each entryway: 8 at \$288

1 in each entryway and 1 in each hallway: 16 at \$576

eb: www.bridgerfence.com

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CUSTOMER INITIALS

PLEASE	CUSTOMER IS RESPONSIBLE FOR PROCUPEMENT AND RAMAENT OF	
READ, SIGN	CUSTOMER IS RESPONSIBLE FOR PROCUREMENT AND PAYMENT OF ALL NECESSARY PER PRIOR TO COMMENCEMENT OF WORK. CUSTOMER IS RESPONSIBLE FOR OBTAINING I FENCING IF APPLICABLE. ALL FENCE TO BE INSTALLED ABOVE CRADE. CUSTOMER	MITS AND FEES WHERE APPLICABLE
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CONTRACT TERMS

1. <u>Bridger Fence shall furnish only the materials and labor specified in this contract.</u> Any changes made from the specification, necessitating additional materials or labor shall not be included or covered by this proposal, but shall be provided for under a written job change order signed by the customer. Any surplus materials remaining upon the completion of the installation shall remain the property of and be returned to Bridger Fence. When materials covered by this contract are for the replacement of or additions to existing equipment, Bridger Fence shall in no way be responsible for the functioning of any part of the existing system on which changes are not made by Bridger Fence nor the exact matching of color, shape or size.

2. The customer, by accepting this Bridger Fence contract, warrants that there are no violations of any zoning, building, plumbing, electrical, or heating codes, regulations, laws, or ordinance of any duly constituted public authorities and customer agrees to defend, hold harmless, and indemnify Bridger Fence from and against all claims, liabilities, and expenses regarding same. Bridger Fence assumes no liability for damage or repairs to <u>underground sprinkler lines</u>, sprinkler <u>heads</u>, or any other above or below ground obstruction or obstacles. Bridger Fence will notify UDIG for location of underground public utilities. The customer is responsible for locating private lines and notifying Bridger Fence of their location.

3. <u>Customer hereby assumes full responsibility for the location of the line upon which said fence materials are to be installed</u> and Customer agrees to defend, hold harmless and indemnify Bridger Fence from and against any and all claims, liabilities, and expenses for injury, death, or damage to persons, property damage, trespass and all other damage, loss or other liability of any kind arising from the installed location of said fence materials.

4. The customer by accepting this Bridger Fence Contract, either verbally or in writing, acknowledges that they shall be responsible for the payment and procurement of all necessary permits and/or fees prior to the commencement of work, where applicable. Customer also acknowledges that this estimate and contract does not include any permits and/or fees that may be required by any agency in connection with the installation of the requested fence. Customer agrees to defend, hold harmless and indemnify Bridger Fence against any and all claims, liabilities and expenses relating to the failure of the customer to obtain or pay any required permits or fees. In the event that Customer's failure to obtain any necessary permits and/or pay any required fees to the appropriate agency causes a delay or stoppage of work on the project, Bridger Fence shall have the right to be reimbursed for lost wages, travel time, re-mobilization costs and any other costs that may be caused by the delay.

5. The amount of this contract does not include the furnishing of any materials or labor necessitated by the occurrence of unforeseen circumstances subsequent to the date of this proposal or to any condition not readily discernible at the date of this proposal, and Bridger Fence shall have the right in addition to any other right it may have, to cease any installation which has begun and/or cancel this Agreement and recover the reasonable value of the material and labor furnished to the date of cancellation, the reasonable value of such labor and materials to be based on Bridger Fence's current retail prices thereof and the labor charges of any subcontractor who is performing any part of the installation. Unforeseeable circumstances or not readily discernible conditions above referred to shall include but not be limited to, (i) Subsequent destruction, damage or loss of the premises or materials furnished by Bridger Fence by fire, explosion, acts of God, theft or vandalism not caused by Bridger Fence's negligence, (ii) governmental regulation or intervention.

6. Bridger Fence shall not be liable for any delays in the completion of an installation resulting from or due to labor difficulties, strikes, acts of God, weather, fire explosion, government regulations, or causes beyond the control of Bridger Fence.

7. This contract, any attached specifications, sketches, blueprints, and the credit agreement, if any, shall constitute the entire agreement between the parties, which may not be altered or modified except by written agreement duly executed by the parties. Oral understandings and agreements with a Bridger Fence representative are not binding. This contract is valid for thirty days, but is subject to changes in the price of materials. If this contract is cancelled before work has begun, the customer shall pay Bridger Fence 25% of the contract price as stipulated damages for such breach.

8. If the parties cannot resolve any dispute arising out of this contract, both parties agree to have the matter settled by one-person arbitration, applying the rules of the American Arbitration Association, with the decision being final and binding. At such arbitration, the substantially prevailing party shall be entitled to an award of attorney fees and costs. This arbitration provision does not prevent Bridger Fence from enforcing its mechanic's lien rights in court.

9. <u>Rock and Underground Clause</u>. Bridger Fence reserves the right to charge extra for hand digs or other extra work necessitated by sub-surface obstructions, rock, concrete, or asphalt not able to be seen above ground by estimator. If fill dirt has been used along fence line Bridger Fence does not warrant against settling of posts due to lack of compaction. Ground must be 90% compacted or extra charges may apply. Additional labor will be charged at the standard Bridger Fence hourly rate, plus any equipment costs. Bridger Fence does not have the capability to determine ground compaction and therefore offers no guarantees or warranties pertaining to ground compaction.

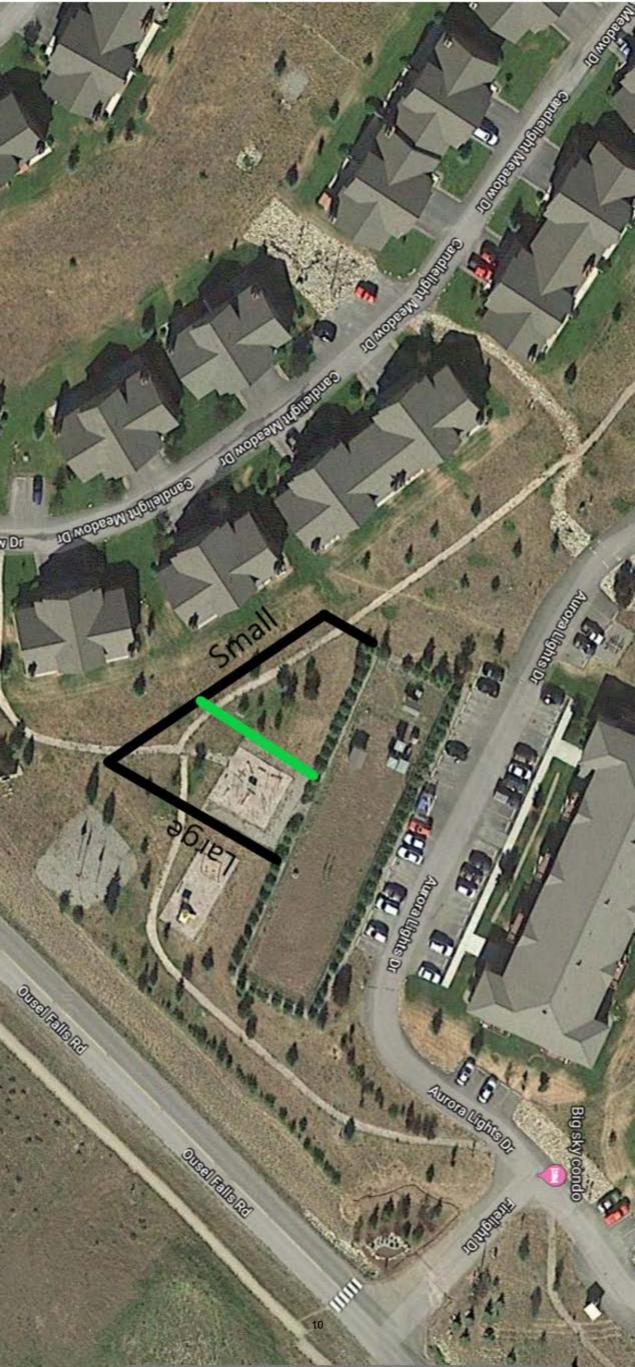
10. Warranty: Bridger Fence warrants all Chain Link, Wood, Poly Vinyl Chloride (PVC) and Ornamental Iron fence installations for a period of 5 years from date of installation to be free of defects in workmanship when installed by Bridger Fence. This warranty is void if the fence is used as a retaining wall; if fence is exposed to sprinklers and/or high water table; if excess vegetation is allowed to grow on or into fence; or if fence is embedded in frozen ground. This warranty does not apply if customer installs privacy slats in a fence that was not designed and/or approved for the installation of privacy slats or to damages caused by **adverse weather** conditions, negligence, vehicular damage, vandalism, or other acts of God. All materials are warranted by manufacturer.

11. Warranty: Bridger Fence warrants all Gate Operator installations for a period of 1 year from the date of installation to be free of defects in workmanship when installed by Bridger Fence. All parts of the operation of the gate operator including, but not limited; electronics, keypads, etc. shall be warranted by the manufacturer. This warranty does not cover icing over of rollers, gate and/or chains. Warranty also does not apply to damages caused by adverse weather conditions, misuse, negligence, vehicular damage, vandalism, or other acts of God.

12. ALL WARRANTIES APPLY ONLY TO ORIGINAL PURCHASER OF INSTALLED FENCE, AND ARE NOT TRANSFERABLE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE AND WARRANTY OF MERCHANTABILITY ARE HEREBY DISCLAIMED.

13. Customer also agrees that in lieu of a signature below Customer's tender of an advance deposit for the work will signify that the customer has read, understands and accepts the foregoing terms and conditions and the tender of such deposit will have the same effect and force as a signature below.

	ALES AGREEMENT egarding payment other than those contained below.
DATEPaymer	ALE PRICE SALE PRICE DEPOSIT nt Due Upon Completion in Full
payment of this amount is made I agree that title to and right of pos encumber this fence material; and that upon default of payment Brid for the full unpaid balance plus applicable late charges, (1 ½% or a m	s contract, I will pay to Bridger Fence the remaining unpaid balance of the agreement. Until ssession of the fence material shall remain with Bridger Fence; that I will not sell, remove or ger Fence, may at its option, take back the fence material, or affirm the sale and hold me liable inimum of \$2.00 per month, which is an annual percentage rate of 18%). Additionally, if I have leger Fence to charge the remaining unpaid balance of the work on said credit card. By signing the above terms and conditions.
C	USTOMER SIGNATURE





PO BOX 11705 BOZEMAN, MT 59719 406.250.2488 OR 406.579.4687 c.cook@46northlandscape.com w.henslee@46northlandscape.com

FIRELIGHT MEADOWS C/O JOSH HICKEY OUSEL FALLS ROAD BIG SKY, MT. 59716
 DATE:
 8/9/2019

 CUSTOMER ID:
 FLM

 EXPIRATION DATE:
 12/31/2019

	PAYMENT TE	DESCRIPTION OF WORK	
ELOW	SEE NOTE BI	NORTH SIDE OF CHALET ENTTRANCE	
LINE TOTAL		DESCRIPTION	QTY
		1	
\$897.75		CHOKECHERRY ' CANADA RED' 2.5" CALIPER	3.00
\$95.70		DASIPHORA - SHRUBBY POTENTILLA (5 GAL)	3.00
\$95.70		SYRINGA - DWARF KOREAN LILAC (5 GAL)	3.00
\$69.83		GRASSES - KARL FORESTER - FEATHER REED GRASS (1 GAL)	6.00
\$139.65		PHLOX SUBULATA - CREEPING PHLOX (1 GAL)	12.00
\$1,298.75	OTAL PLANT MATERIAL		
\$79.80		1 1/2" WASHED ROCK	1.50
\$351.12		1" ROAD MIX	8.00
		COPERNED TORON	18.00
\$909.72		SCREENED TOPSOIL	
\$909.72 \$8,977.50		BOULDERS - PIPESTONE	30.00
			30.00 3.00
\$8,977.50		BOULDERS - PIPESTONE	
\$8,977.50 \$1,197.00		BOULDERS - PIPESTONE BOULDER DELIVERY	3.00
\$8,977.50 \$1,197.00 \$23.94		BOULDERS - PIPESTONE BOULDER DELIVERY COMPOST	3.00 0.50
\$8,977.50 \$1,197.00 \$23.94 \$109.73		BOULDERS - PIPESTONE BOULDER DELIVERY COMPOST SEED - DRYLAND LAWN MIX	3.00 0.50 15.00
\$8,977.50 \$1,197.00 \$23.94 \$109.73 \$13.28		BOULDERS - PIPESTONE BOULDER DELIVERY COMPOST SEED - DRYLAND LAWN MIX LANDSCAPE FABRIC 50Z.	3.00 0.50 15.00 80.00

120.00	DRIP PIPE 1/2"	\$18.00
22.00	DRIP EMITTERS 2GPH	\$11.00
15.00	DRIP FITTINGS	\$18.30
	TOTAL IRRIGATION	\$47.30
60.00	LABOR	\$2,700.00
50.00	FOREMAN LABOR	\$2,750.00
2.00	SKIDSTEER	\$650.00
2.00	MINI-EXCAVATOR (35)	\$650.00
1.00	DISPOSAL	\$325.00
	TOTAL LABOR/RENTAL	\$7,075.00
	SUBTOTAL:	\$20,129.06
	PAYMENTS TO DATE:	
	GRAND TOTAL:	\$20,129.06

PAYMENT TERMS/ NOTES:

25%(\$5,032.26) DUE UPON AGREEMENT 50%(\$10,064.53) DUE FIRST DAY ON SITE 25% (\$5,032.27) DUE UPON COMPLETION

ESTIMATE PREPARED BY: CLAY COOK AND WILL HENSLEE

TO ACCEPT THIS ESTIMATE, SIGN/DATE BELOW AND RETURN:

CREATIVITY. QUALITY. DETAIL. WWW.46NORTHLANDSCAPE.COM

Unit	Date of Infraction	Category	Action Taken	Fine Issued
199 Candlelight Drive	08/08/19 10:00 AM	Charcoal Grill	2nd Warning	TRUE
50 Firelight Drive D11	08/05/19 10:58 AM	Noise Violation	1st Warning	
50 Firelight Drive D11	07/31/19 12:26 PM	Deck Storage	1st Warning	
50 Firelight Drive D04	07/31/19 12:25 PM	Window Coverings	1st Warning	
115 Starlight Drive	07/30/19 11:08 AM	Parking	1st Warning	
115 Starlight Drive	07/30/19 10:46 AM	Pets	1st Warning	
115 Starlight Drive	07/30/19 10:10 AM	Pets	1st Warning	
50 Firelight Drive D04	07/30/19 10:00 AM	Window Coverings	1st Warning	
338 Firelight Drive	07/26/19 4:05 PM	Window Coverings	2nd Warning	TRUE
387 Candlelight Drive	07/26/19 9:01 AM	Deck Storage	1st Warning	
106 Candlelight Drive	07/26/19 9:00 AM	Deck Storage	1st Warning	
70 Candlelight Drive	07/26/19 9:00 AM	Deck Storage	1st Warning	
62 Candlelight Drive	07/26/19 8:59 AM	Deck Storage	1st Warning	
115 Starlight Drive	07/22/19 3:05 PM	Noise Violation	1st Warning	
338 Firelight Drive	07/19/19 8:10 AM	Deck Storage + window cov	1st Warning	
390 Firelight Drive	07/19/19 8:09 AM	Deck Storage	1st Warning	
406 Firelight Drive	07/19/19 8:09 AM	Deck Storage	1st Warning	
472 Firelight Drive	07/19/19 8:08 AM	Deck Storage	1st Warning	
199 Candlelight Drive	07/19/19 8:07 AM	Charcoal Grill	1st Warning	
387 Candlelight Drive	07/19/19 8:07 AM	Deck Storage	1st Warning	
288 Firelight Drive	07/19/19 8:06 AM	Deck Storage	1st Warning	
302 Candlelight Drive	07/19/19 8:05 AM	Deck Storage	1st Warning	
268 Candlelight Drive	07/19/19 8:05 AM	Deck Storage	1st Warning	
156 Candlelight Drive	07/19/19 8:04 AM	Charcoal Grill	1st Warning	
106 Candlelight Drive	07/19/19 8:03 AM	Deck Storage	1st Warning	
70 Candlelight Drive	07/19/19 8:02 AM	Deck Storage	1st Warning	
62 Candlelight Drive	07/19/19 8:02 AM	Deck Storage	1st Warning	
425 Firelight Drive	07/19/19 8:01 AM	Charcoal Grill	1st Warning	
353 Firelight Drive	07/19/19 8:00 AM	Hot-tub	1st Warning	
269 Candlelight Drive	07/15/19 3:18 PM	Charcoal Grill	2nd Warning	TRUE
199 Candlelight Drive	07/15/19 3:17 PM	Charcoal Grill	1st Warning	
148 Candlelight Drive	07/15/19 3:17 PM	Charcoal Grill	2nd Warning	TRUE
269 Candlelight Drive	07/10/19 6:51 AM	Charcoal Grill	1st Warning	
85 Aurora Lights Drive A06	07/10/19 6:50 AM	Charcoal Grill	1st Warning	
268 Candlelight Drive	07/01/19 3:04 PM	Deck Storage	1st Warning	
148 Candlelight Drive	07/01/19 3:03 PM	Deck Storage	1st Warning	
106 Candlelight Drive	07/01/19 3:03 PM	Charcoal Grill	1st Warning	
86 Candlelight Drive	07/01/19 3:02 PM	Deck Storage	1st Warning	
73 Starlight Drive	07/01/19 3:00 PM	Deck Storage	1st Warning	
354 Firelight Drive	06/21/19 9:56 PM	Parking		
434 Firelight Drive	07/02/19 2:25 PM	Dog-waste	1st Warning	
336 Candlelight Drive	07/15/19 2:31 PM	Dog-waste	2nd Warning	TRUE

Firelight 354, regarding 115

From: Travis Sent: Sunday, July 28, 2019 5:45 PM To: Katie Coleman Cc: Mike Palmer Subject: Unit 115

Not sure if they received notice about their dog being off leash. If so, they do not seem to care. Please address.



Firelight 115

From: Andrew Sent: Tuesday, July 30, 2019 12:15 PM To: Katie Coleman Cc: <u>Matt</u> Subject: 115 Starlight Dispute

To Whom It May Concern,

In light of everything that has transpired with my neighbor, I figured it was in my best interest to provide you with a full detailed account of what happened the other afternoon (Thursday, July 25th).

I was on my back patio, playing fetch with my mini Australian Shepherd, Stella. Being an Aussie, she has quite a bit of energy but fortunately loves to play fetch more than anything in the world. We have been exercising her like this for the past 12 months, never having an issue with any of our neighbors. She is a very smart and responsive dog but to be safe we use an E collar just in case she gets overzealous and wanders. NEVER is she off leash and unsupervised.

On this particular day, the owners a few units down were on their patio with their two small dogs. Stella noticed them and went over to quickly say hello. As she approached the two dogs (who were on leashes), they quickly got violent and started attacking her. In dog nature, she began scuffling back. I immediately ran over to assist but before I could get to Stella- this man who seemed to be visiting these owners on their patio (owner of 354 Firelight) picked up Stella by her neck, threw her over his shoulder, and hurled her at me like a baseball. He then proceeded to verbally assault me, yelling in my face to "get my f*cking dog on a leash". I attempted to calm him and these owners down, apologizing that Stella had

came over to say hello as she is a very friendly dog and meant no harm. To my surprise, she was uninjured and I calmly walked her back to our unit.

At the time, I was unaware that dogs were expected to be leashed at all times, without exception. The vast majority of other dogs in the neighborhood are always off leash so I never thought twice about it. It had never been brought to my attention so I apologized to the owners of the dogs that Stella had made her way over there. Due to my calmness, they ended up being extremely polite back; explaining that they absolutely don't mind Stella playing off leash and getting exercise. They said they've seen us playing and that she seems like a wonderful and sweet little dog. They very simply asked that if we notice them outside with their dogs, that we keep Stella on her leash, as to avoid this issue from happening again. I said that was extremely reasonable and that in the future I would make sure to check over there before having her off leash to exercise and play fetch.

Shortly later that day, I was on my patio with my girlfriend (Erin) who got Stella herself two years ago. For some reason he (354 home owner) came out of his home and started petting Stella (now on her leash and a bit traumatized - acting very timid), saying how great of a dog she was and how nice he's always noticed her being. Erin then asked for an explanation as to why he felt the need to overhand throw her across the lawn. He refused to admit he did anything wrong, proclaiming that he handled the situation exactly how he should have and told her to "go f*ck herself". Erin asked him to please never touch our dog like that again and to leave our patio as he was becoming very aggressive, to which he responded "oh I'll do it again. I'm an owner and you're a renter, I can do whatever I want". More words were exchanged and we eventually had to retreat into our unit because he would not leave us alone.

Fast forward to Monday, he has filed a complaint with the HOA about Stella, cited us for having a fire pit (which we have gotten rid of) and continues to look for any reason to report our behavior. This was a surprise to me because himself and the owners of the dogs down the street said they had no issues with Stella being off leash as long as they were not outside with their dogs. Just today, I was playing fetch with her when I got back from work and I find out he was taking videos of her and sending them to the HOA. However, he conveniently cut me out of the videos and told the HOA that she was running around outside completely unsupervised, something I have never and will never do with her. The only time she is ever off her leash out there is if we are giving her exercise, otherwise she is on her runner. This man is lying to the HOA about what is actually transpiring, leaving out the account of his violence from that day and acting purely out of vengeance.

Assuming that this rule applies to ALL animals, this man owns multiple cats that meander on our patio on a regular basis without supervising or leashing them. This is an issue for us, as Stella has been mauled by cats in the past while ON her leash. If this progresses any further, I would like to make this a formal complaint as well. Furthermore, his continued focus on us is making our entire house feel extremely uncomfortable and ultimately harassed. I can truthfully say that I don't feel completely safe after the behaviors he's been exhibiting. It has been quite evident that he has been watching our every move which is not appropriate. We have been made aware that this gentleman has domestic violence charges against himself for apparently pulling a gun on his wife, this only exacerbates our concerns and fear for our wellbeing. Every action he has taken has been out of spite in an attempt to get us removed from our unit. We have always been and will continue to be outstanding renters who respect the boundaries of living in a condo environment.

Again, I was initially happy to hear that the owners of the other dogs did not have any issue with Stella being off leash as long as they were not outside as well. Again, she is absolutely always supervised while outside and off leash and also has an E collar as a safe guard. However, this man has no right to try and drive us out of here by calling the HOA every single time we are exercising her and framing it like she is running around unsupervised. Dogs need exercise and we have always done so in a way to not disrupt our neighbor's day to day lives. 10 minutes, tops, of fetch away from anyone's homes and we are back inside. Always supervised and never allowing her to just do and be wherever she wants.

Shortly after this email, I will be sending Melissa Algers (HOA board member) account of what happened that day. She and her husband witnessed the entire event from across the field and were mortified at this man's behavior. I hope with all of this information you can make an informed decision on how this man's complaints can be handled in the future. We have decided to bring this to the Big Sky Sheriff's Department in hopes to protect Stella and ourselves from any further issues with this man who has a history of violence. Ultimately, we have rights to quiet enjoyment on our property and that is all that we ask for from this situation.

Sincerely, Andrew From: Matthew Sent: Tuesday, July 30, 2019 4:28 PM To: Andrew Cc: Katie Coleman Subject: Re: 115 Starlight Dispute

Katie- Thank you for your help with this situation. Andrew and Erin have since kept the dog on a leash and will be letting him run around off campus.

Andrew- I don't believe Travis (owner of 354) is the same person associated with Beehive Property Management that had an issue with the police that you mentioned. Nevertheless, we hope we can all move past this and you can enjoy your rental.

Please let us know if any issues persist. Thank you. Matthew

From: Katie Coleman Sent: Jul 31, 2019, at 8:24 AM To: Matthew ; Andrew

Thank you, Matt and Andrew. I will keep this communication if/when I need if for any BOD discussion, etc. Enjoy the remainder of your week. Everything should be fine moving forward. At least, I am hoping so for everyone involved. Best, Katie

Katie Coleman | HOA Account Manager Hammond Property Management O: 406-995-7220 F: 406-660-4155

From: Andrew Sent: Thursday, August 01, 2019 6:15 PM To: Katie Coleman <<u>kcoleman@hpmmontana.com</u>> Cc: Matthew Subject: Re: 115 Starlight Dispute

Hey Katie,

Here is Melissa Algers account of what happened last week, Thursday July, 25th.

Melissa Alger:

On the afternoon of the incident I was cleaning our guest bedroom that faces the courtyard and homes of the two neighbors involved in an incident. All of a sudden I heard dogs barking and I came running thinking that one of them may have been one of our dogs. Seeing that my dog was inside I was relieved, however, I looked over the courtyard and saw two dogs wrestling. One was a bit larger than the other and it looked like it just wanted to play and wrestle. The owner of the smaller dog just stood over the dogs and watched them, not even attempting to pick up his small dog. The owner of the larger dog, Andrew, rushed over as quickly as he could but before he was able to reach them, the larger man, an apparent friend of the owners of the small dogs, grabbed Andrew's dog by the collar, picked him up over his shoulder and threw him 10 to 15 feet through the air towards Andrew's house. That's when I heard Andrew say "really man"? And then they began to have words with one another, which I couldn't hear from my patio.

Best, Andrew Mr & Mrs. Bruce Das 103 Starlight Drive Big Sky, MT 59716

July 26, 2019

VIA: Hand Delivered

Attention: Firelight Meadows HOA

This letter is to serve notice that on July 25, 2019 at approximately 4 p.m., Travis Wangsgard and my wife Amy were sitting outside on our back patio along with our two dogs who were tethered on a 12 ft leash. The renters in unit 115 dog was let out loose and ran over and attacked one of my leashed dogs. A dog fight ensued, Travis pulled the renters dog off my dog. Fortunately my dog nor Travis were injured. The owner of the dog claims that the HOA exempted the HOA rules and gave him permission to keep a dog. This dog is seen running loose everyday. Should this happen again and my dogs or any person are injured as a result, the HOA will be held responsible for all damages both physical and emotional by allowing this dog on campus.

Sincerely;

uce Das

Bruce Das

Condo D-1

From: D-1 To: Seanna Farrow Sent: Monday, August 5, 2019, 10:02:07 AM EDT Subject: Firelight Property - D1

Good morning, Seanna,

Hope you are doing well. I am reaching out because we had an issue this weekend w/ the neighbors above our unit. I believe their unit number is D11. In any event, we are D1, and their unit is directly above us on the second floor. Do we have new renters/tenants/owners in that unit as of recently, b/c we we have not had an issue with these residents in the past year that we have owned our property.

However, this weekend, we had guests staying in our home, and on Saturday evening late they contacted us to report that the upstairs neighbors were being very loud and rambunctious. This was apparently the second night in a row. They did not complain to me on Friday night, but finally Saturday evening they did, as there was a large gathering (party) upstairs going well past the required 10:00 p.m quiet hours.

Our guests went outside twice after the quiet hours of 10 pm and asked the party on the deck above us to please quiet down. There were several loud crashes on their deck, in addition to loud partying and music. After the second request, the group took their party inside the unit. As the evening wore on, the party got more wound up with loud music that could be heard in the building's interior hallway. Our guests walked upstairs and knocked on their door repeatedly until they came to the door, and talked to a young man in his 20's and another gentlemen approx 40-50 years old. (I believe this occurred at approx 11 pm). At approx 12:45 a.m., another group was on the deck again being loud, and our guests were awakened and went outside again and asked them to to quiet, reminded them about the 10 pm quiet hours, and told them they had a very big day on Sunday and needed their rest.

Our guests were there for the bike race at the resort this weekend and did not appreciate being kept awake, nor the inconsideration of not being able to enjoy their stay in our home. Each time they asked the group to quiet down, they did respond and did so for a few mins, but eventually the party would ramp back up again.

I know this may seem petty, but since we do rent our unit, we cannot afford to have guests pay to vacation there and then post poor reviews about our property due to noisy, inconsiderate neighbors. I ultimately have had to refund our guests for one night's stay, and now be concerned about receiving a poor, public review of our home, and we work very hard to give our guests an exceptional experience.

I am wondering if we have new renters/tenants/owners above us? We were there in May, and I believe it was the same family who has been there since last summer when we moved in, but after this weekend I am wondering if there are new people living there.

My guests, and my husband and I, seriously contemplated contacting the Sheriff's office Saturday evening, but the guests decided to give it another evening before taking that route. I am even worried about reporting this to the HOA b/c I don't want any retaliation from the people above us, but I feel it needs to be addressed. I did not hear from our guests last night, so I hope it was a peaceful evening for them.

It is our hope that this was a onetime occurrence, and maybe they had guests in town, or a celebration of some sort.

What are the procedures for reporting noise violations and how does the HOA typically handle them? How do we handle a situation like this after hours?

Thanks for your help.

On Monday, August 5, 2019, 6:33:29 PM EDT, Robbeye Samardich wrote:

Hi,

Thank you for reaching out and for your great questions regarding noise complaints. I have logged the complaint into our system, which means that a warning will be sent to the unit owner (D11). Future complaints of noise will result in a fine to the owner. Our suggestion in these incidents is to call the sheriff as they are the professionals trained to handle these situations, and the best way to remedy the grievance. It is appreciated that your renters asked them to quiet down as it seems the neighborly thing to do. We hear complaints from both sides as it is often the visitors that are reveling in the Big Sky beauty. We understand that renters and owners alike want to enjoy their free time but always ask that the quiet hours be respected.

Also, please do not worry about retaliation as your name or unit number will not be associated with any complaint. I am sure that the noise could be heard in other units as well.

Please reach out to us with these complaints so that they may be documented, whether the sheriff is called or not. Hopefully, this will not be a routine occurrence. Let me know if you have any questions.

Kind regards, Robbeye

Robbeye Samardich | HOA Account Manager Hammond Property Management O: 406-995-7220 F: 406-660-4155

Hi Robbeye -

I don't think I replied earlier this week but thank you so much for your prompt response regarding our questions. We appreciate it very much. I feel better knowing the process.

95 Starlight

From: Sara Sent: Tuesday, July 30, 2019 3:28 PM To: Katie Coleman Subject: 95 Starlight - DirecTv

Hi Katie,

As you may know, 3 Rivers is discontinuing television service soon. We are opting to switch to DirecTv. Please provide us with any instructions or prohibitions for the process of having a dish and service installed at our unit.

Thank you, Sara

From: Katie Coleman Sent: Wednesday, July 31, 2019 3:37 PM To: Sara Subject: RE: 95 Starlight - DirecTv

Hey Lady,

I apologize for the delay. I'm missing Seanna dearly J

Please know that we will most probably need to get into crawlspaces in order to have your service provider run cables and access any existing dish. If you know which side of your building/which unit number the existing dishes are on, it will simplify the process of alerting your neighbors of our need to access their unit.

So, with that being said, we will need to know at least 24 hours in advance in order to notify your neighbors. Also know that if there is not an existing dish for your chosen service provider, they can put one up but they can not put up a second. I hope I have been thorough. Busy busy here. Thank you so much. Katie

Katie Coleman | HOA Account Manager Hammond Property Management O: 406-995-7220 F: 406-660-4155

From: Sara Sent: Wednesday, July 31, 2019 2:49 PM To: Katie Coleman Subject: Re: 95 Starlight - DirecTv

Hi Katie,

We have a few questions. First, I don't seem to have my copy of the dec/by-laws -- can you please send me a copy? Also if you happen to know the page where it indicates we are required to share an existing dish that would be great. We have concerns about: quality of service if there are multiple users, be charged full price for equipment that is shared, not knowing how old the current equipment is, and being charged full price for any repairs that may be needed to the equipment.

Once we have all these item ironed out with the Association and with the service provider, we'll be sure to give ample notice so any affected neighbors can be notified.

Thank you so much!

Sara

Firelight Meadows Home Owners Association Meeting

August 13,2019

lssues:

There are 2 purchases which I request the Board look into as soon as possible

- There should be 2 bear proof trash containers placed strategically on campus. One at the front area close to Bldg A and one in the back of the condos close to Bldg. B They should look like the ones around town nicely colored. Since the removal of the trash containers from the condos There is no where to put trash so it ends up on the pathway or in the cigarette containers.
- 2) There should be receptacles for those of us who walk our dogs similar to those one finds in public areas. They should have a place for bags to use for the waste but also a container to place the waste in. The one currently near the path by Bldg A should be replaced with one which has the waste container attached and a second one should be near the path close to Bldg B. Responsible dog owners now have to either take it to the dumpster or take it to their condo which are not good options. I dare say most just cover it up on the path which is not a good option either. I feel these two additions are important uses of our condo fees and would help the appearance of the campus. I would like to be apprised as to when these items can be approved and implemented.

I wish to thank Josh for ensuring the bag worms were removed from the tree in front of the Bldg. D condo. Without someone being vigilant about this in all of the trees we could have a loss of expensive trees and then an added expense to replant them.

Cleaning on the stairways of Bldg D is not being done on a regular basis and the dirt and gravel are going to ruin the carpet. What is the cleaning schedule and who monitors it?

Thank you for addressing these items.

Pat Krause

Condominium D-12

West Fork Utilities Update

On Aug 7, 2019, at 9:25 AM, Andrew Huggins wrote:

Hey Scott,

Wanted to touch base and discuss the leak at the wastewater system that we briefly brought up in that last meeting we had in your office. We haven't been able to find exactly where the leak is but we think we've got it narrowed down to a couple of spots. In order to dig up and find out if the leaks are where we think they are, we will need to get a digger with a mini-excavator onsite. We've worked a lot with Russel Hone and he is my suggestion on the digger to use but we are open to whoever if you guys want to use someone else. But I will need board approval to get this started because it's outside the contract scope and will be an extra cost.

We are pretty sure that there were weep holes drilled in the plumbing right outside the pump risers in the re-circ tank so that is where we will start the investigation. We think this because the vegetation growth around those risers is always substantially more and stays green all summer even after all the other vegetation around the system goes brown.

I'd estimate that it'll be a full day possibly two to dig up and find the leak/leaks. So total for Russel to mob and be onsite with his mini for two days and us providing the labor to hand dig when needed and repair the plumbing would be around \$4K. The materials to fix shouldn't be much, but probably around \$100-\$200 in plumbing and random fittings.

Let me know if you'd like to discuss more, or if this is approved to move forward with finding these.

Thanks

--

Andrew Huggins Office: 406-586-1700



BILL TO

Hammond Property Management PO Box 161242 Big Sky, MT 59716

ESTIMATE

DATE	REP.	ESTIMATE #
6/13/2019	PR	800

SHIP TO

Firelight Meadows Big Sky, MT 59716

			P.O. N	UMBER
			V 5475	
ITEM	DESCRIPTION	QT		TOTAL
CCWS	Chimney Clean Pellet Stove and Flue with NFPA Level I Inspectio	n	5 250.00	1,250.00
 		TOTAL		
		IUTAL		\$1,250.00