



**Lake Forest Board of Directors Meeting
January 19th, 2021
Minutes**

Location: Zoom Meeting

Board members present; Kathleen Emmett, Gregg Langer, Alex Bromen, Jeff Heard, Beckie Weatherford, Judi Denney, Deanna Rocamora

Board members absent: 0

Guests: 5

Time started: 6:32 pm

Welcome by President

Welcome to all the guests and the residents attending this month's meeting.

Secretary Report- Deanna Rocamora

December minutes were reviewed by board members via email with one correction made. Motion to approve December minutes was made, seconded, and carried.

Treasurer Report – Update by Beckie Weatherford and Shantel Jones

Reports submitted via email for inclusion with minutes. Addendum A and B.

The invoice has been received from MTN2COAST LLC from October 8th and has been paid.

The proposed 2021 budget was presented and reviewed with discussion and opportunity for questions. Addendum C.

Motion to approve the 2021 budget was made, seconded and carried.

The contract for RMR Lawn Service was presented and discussed. This contract will be for 2 years and includes one raise of 3%. Addendum D.

Motion to approve the RMR Lawn Service contract for 2 years with one raise of 3% was made, seconded and carried.

Discussion occurred regarding a recent invoice from RMR Lawn Service in the amount of \$700.00 for recent storm debris clearing which was out of contract. The board requests that RMR Lawn Service submit a change order to include estimated costs via email when there is needed landscape work that is out of contract or will be above the scope of what the service contract covers. This will allow the board to review, discuss and approve any additional costs before the work is done. Addendum E.

A recommendation was made to pay \$500 in lieu of \$700 to RMR Lawn Service for work already done.

Motion was made, seconded and carried.

At 6:59 the meeting was briefly adjourned to conduct the Annual Meeting and restarted at 7:46.

Architectural Review Committee (ARC) Report -Update by Gregg Langer

One request received to finish a shed that wasn't completed within the allowed time. It was approved and sent.

Covenants, Conditions, & Restrictions (CC&R) Report -Update by Alex Bromen

Report submitted via email for inclusion with minutes. Addendum F.

Maintenance -Update by Jeff Heard

Malloy's tree service was awarded the contract to remove approximately 60 trees in the neighborhood identified as diseased, dead or in danger of damaging a residence. It will take Malloy's approximately 3-4 weekends to complete the project. The Malloy's will chip branches and clean the debris created but will leave the large logs. They are slated to begin work in the first week of February. Some of the trees came down in the most recent storm.

There has been approximately 4800 lbs of leaves and debris removed from the neighborhood.

Events – Update by Judi Denney

The Christmas Lights Contest was a success as many houses participated. There were 4 winners. No other scheduled events at this time due to COVID-19 Washington Safe Start guidelines.

SE Entrance Project (Jeff Heard)

An electrician is needed to install the lighting at the SE entrance. A guest at this meeting has offered to meet with Jeff to understand the scope of the project and offered his services as an electrician.

The neighborhood sign at the SE Entrance still needs to be replaced. This item will be added to upcoming meeting agenda's as a project to be completed.

Landscaping: In previous meetings, the Board has approved the use of funds to complete work needed such as removal of the flower bed and moving large rocks around. Jeff has contacted someone who has the equipment needed but the machine is not in town currently. This is an ongoing project; more updates will follow.

Waterfront/Shoreline Project -Update by Kathleen Emmett

Construction documents from SCJ have been received and are being reviewed by Kathleen and Jeff. At Beckie's request, Kathleen will provide a copy to her. A summary of the documents will be presented to the board at the next meeting.

Kathleen has been working with Long Lake Management on the treatment options available to combat the algae blooms.

Old Business

2019 financial audit

The 2nd vote received enough votes to reach a quorum and was in favor of having a committee perform the audit rather than a professional service. The committee was unable to meet to perform the audit due to the new COVID 19 recommendations by Governor Inslee. The committee will perform the audit as soon as public health recommendations allow for such activities to resume.

Carnegie Entrance Sign

The posts to the sign are failing but were reinforced in Oct/Nov 2020. The posts or the whole sign will need replacing soon. This item will be discussed again at the next meeting as a project and 2021 budget item.

Volunteer Safety Procedures

A volunteer was injured during a work party and taken to the hospital. The Board met on December 12th to discuss, review, and update current safety protocols.

A volunteer emergency contact form was presented to the board. This form will be uploaded to the website.

Alex and Jeff will review the document presented and provide comments and/or edits at the next meeting. Additionally, it was suggested to work on the document as a group to provide a final draft by the next meeting.

2021 Maintenance Activities

A suggestion was made to have maintenance work parties one weekend a quarter to encourage more participation of homeowners. The HOA would provide snacks and drinks.

Next meeting will be through Zoom on February 16th as the Fire Station is still closed due to COVID-19 restrictions.

Adjourned @ 8:08pm



Treasurer's Report

January 19, 2021

- VF Accounts 5 accounts for collections
 - 1 account making payments
 - 1 account approved for payment plan
 - 1 account judgement - trying to collect
 - 1 account bankruptcy - trying to collect balance
 - 1 in process

- 2020 Dues

1	started the lien process for judgement awarded in 2019. Received transcript now working with Superior Court
1	making payments
3	to send final demand for 2020 dues

- Petty Cash Disbursements
 - No disbursements

- Checks Written

Check #	Date	Amount	Whom	Description
6311	12/14/2020	\$300.00	CAU	Insurance
Debit	12/18/2020	\$117.45	Olympia Copies	newsletter and envelopes
Debit	12/18/2020	\$66.00	USPS	postage for newsletters
Debit	12/29/2020	\$100.00	Home Depot	gift cards for holiday decorating contest
Debit	12/30/2020	\$11.00	USPS	stamps
6312	1/4/2021	\$48.56	Goebel Septic Services	Port-a pot
6313	1/4/2021	\$2,500.00	MTN2COAST	survey
6314	1/4/2021	\$1,800.81	RMR Lawnservice	December services

Addendum A

- Communication
 - Phone - mailing of invoices, HOA documents
 - emails - mailing of invoices, HOA documents
- 2019 Audit-
 - Postponed due to pandemic restrictions
- 2021 invoice
 - money is coming in

Projected 2020 Budget		Projected 2020 Budget		Oct 20 Actual	Nov 20 Actual	Dec 20 Actual	TOTAL				
Projected 2020 Budget		Projected 2020 Budget		Oct 20 Actual	Nov 20 Actual	Dec 20 Actual	Budget Bal Left	2020 Budget			
Ordinary Income/Expense			Ordinary Income/Expense						Accts Rec		
Income			Income			2021 Pmts			12/31/2020		
2020 Association Dues (\$159.73 & \$79.87 Dues with Credits Applied \$67,151.36)			2020 Association Dues (\$159.73 & \$79.87 Dues with Credits Applied \$67,151.36)			-378.14	-94.37	-50.00	-700.71	67,151.36	\$2,920.72
2020 Special Assessment(\$40.00 & \$20.00 \$16,840.00)			2020 Special Assessment(\$40.00 & \$20.00 \$16,840.00)			-80.00	0.00	0.00	1,240.00	16,840.00	
Credits Prepaid for 2021			Credits Prepaid for 2021			0.00	0.00	-12,870.81	-12,870.81		
Total Income			Total Income			-378.14	-94.37	-12,920.81	3,268.48	67,151.36	
Expense			Expense						Banking		
									12/31/2020		
2	Tax Preparation Fee/IRS/Property Taxes	2	Tax Preparation Fee/IRS/Property Taxes	0.00	0.00	0.00	-21.19	125.00	\$50,416.56		
3	Insurance (April)	3	Insurance (April)	0.00	0.00	-300.00	-113.00	6,010.00	Reserve Fund		
4	Licenses & Fees (May)	4	Licenses & Fees (May)	0.00	0.00	0.00	0.00	10.00	\$193,292.60		
Maintenance			Maintenance						Reserve Paid		
Reserve Fund Contribution Special Assessment (\$40 & \$20 \$16,840.00+ 2 \$40 Credits to Apply to Reserve)			Reserve Fund Contribution Special Assessment (\$40 & \$20 \$16,840.00+ 2 \$40 Credits to Apply to Reserve)			-120.00	0.00	0.00	960.00	16,920.00	\$15,960.00
5	Fence/Signage Repairs-Maint.	5	Fence/Signage Repairs-Maint.	0.00	0.00	0.00	400.00	400.00			
6	Common Area Maint/Mowing (at \$1,800.81 for 12 months)	6	Common Area Maint/Mowing (at \$1,800.81 for 12 months)	-1,800.81	-1,800.81	0.00	0.00	21,609.72	Grimm		
7	Volunteer Projects/Petty Cash/Garbage	7	Volunteer Projects/Petty Cash/Garbage	-91.74	-110.45	0.00	246.64	1,000.00	12/31/2019		
8	Hearing Park Maintenance/Waterfront	8	Hearing Park Maintenance/Waterfront	-1,800.00	1,800.00	-87.13	218.85	1,500.00	\$1,083.10		
10	Other Landscaping/Trees	10	Other Landscaping/Trees	-33.56	-487.17	-26.81	8,277.72	9,000.00			
12	Theft & Vandalism	12	Theft & Vandalism	0.00	0.00	0.00	50.00	50.00	VF Collections		
* Total Maintenance			* Total Maintenance			-3,846.11	-598.43	-113.94	10,153.21	33,559.72	12/31/20
Office Expenses			Office Expenses						\$5,475.39		
15	PO Box Rental (Due in February)	15	PO Box Rental (Due in February)	0.00	0.00	0.00	275.00	275.00			
16	Postage	16	Postage	-33.00	0.00	-232.80	-151.85	1,500.00			
17	Storage Shed (\$106 per month to Reserve) Sched for 15th Each Month AutoPay. Ends Jan 2021 Original \$2600.04.	17	Storage Shed (\$106 per month to Reserve) Sched for 15th Each Month AutoPay. Ends Jan 2021 Original \$2600.04.	-106.00	-106.00	-106.00	0.00	1,272.00			
18	Supplies	18	Supplies	0.00	0.00	-150.18	441.00	1,300.00			
19	Telephone (at \$50.00 per month)	19	Telephone (at \$50.00 per month)	-28.90	-28.91	-28.91	14.05	360.00			
20	Website/Email	20	Website/Email	-6.56	-6.56	-6.56	-50.64	225.00			
* Total Office Expenses			* Total Office Expenses			-174.46	-141.47	-524.45	527.56	4,932.00	
21	Community Events	21	Community Events	0.00	-100.00	-100.00	100.00	300.00			
Professional Fees			Professional Fees								
22	Legal Fees	22	Legal Fees	0.00	-20.00	0.00	480.00	500.00			
23	Accounting Fees/Reserve Study	23	Accounting Fees/Reserve Study	0.00	0.00	0.00	4,150.00	5,000.00			
24	Bookkeeping (at \$349.68 per month)	24	Bookkeeping (at \$349.68 per month)	0.00	-1,049.04	0.00	-699.36	4,196.16			
* Total Professional Fees			* Total Professional Fees			0.00	-1,069.04	0.00	3,930.64	9,696.16	
Utilities			Utilities								
26	Electricity (at \$850.00 per month)	26	Electricity (at \$850.00 per month)	-721.77	-754.60	-781.46	1,531.84	10,200.00			
27	Port-a-potty (at \$40.00 per Service at 15 Services)	27	Port-a-potty (at \$40.00 per Service at 15 Services)	-48.56	0.00	0.00	103.63	600.00			
* Total Utilities			* Total Utilities			-770.33	-754.60	-781.46	1,635.47	10,800.00	
Total Expense			Total Expense			-4,790.90	-2,663.54	-1,819.85	16,212.69	81,602.88	
Net Ordinary Income			Net Ordinary Income						(14,451.52)		
Other Income			Other Income								
Interest Income (at \$25.00 per month aprox)			Interest Income (at \$25.00 per month aprox)			113.11	101.07	106.37	-1,077.79	300.00	YTD Interest
Total Other Income			Total Other Income			113.11	101.07	106.37	-1,077.79	300.00	\$1,377.79
Net Other Income			Net Other Income			113.11	101.07	106.37	-1,077.79	300.00	
Total Net Income			Total Net Income							-14,151.52	
1st Qtr	Totals	1st Qtr	Totals			1st Qtr	2nd Qtr	3rd Qtr			
	2020 Assessments		2020 Assessments	320.99	44.73	0.00	\$53,008.94	4,760.58	3385.36		
	Previous Assessments		Previous Assessments	0.00	50.00	50.00	\$603.69	378.71	173.07		
	Finance Charges/CC&R Fines		Finance Charges/CC&R Fines	7.15	0.00	0.00	\$980.75	171.58	117.24		
	Late Charges		Late Charges	50.00	0.00	0.00	\$1,941.44	814.88	846.26		
	Reserve Payments		Reserve Payments	80.00	0.00	0.00	\$13,280.00	1,300.00	760.00		
	Credits		Credits	0.00	0.00	12870.81	\$227.35	169.91	0.00		
	Total Paid		Total Paid	458.14	94.73	12,920.81	\$70,042.17	7,595.66	5,281.93		

2021 PROPOSED BUDGET

						TOTAL		
Projected 2020 Budget		2020 Budget	Aug 20 Actual	Sep 20 Actual	Oct 20 Actual	Budget Bal Left	2020 Budget	2021 Proposed Budget
Ordinary Income/Expense								
Income								
	2020 Association Dues (\$159.73 & \$79.87 Dues with	67,151.36	-2,178.42	-447.82	-251.14	-429.34	67,151.36	69,551.33
	2020 Special Assessment(\$40.00 & \$20.00 \$16,840.00)	16,840.00	-320.00	-40.00	-80.00	1,240.00	16,840.00	16,920.00
Total Income		83,991.36	-2,498.42	-487.82	-331.14	810.66	83,991.36	86,471.33
Expense								
2	Tax Preparation Fee/IRS/Property Taxes	125.00	0.00	0.00	0.00	-21.19	125.00	150.00
3	Insurance (April)	6,010.00	0.00	0.00	0.00	187.00	6,010.00	6,010.00
4	Licenses & Fees (May)	10.00	0.00	0.00	0.00	0.00	10.00	10.00
Maintenance								
	Reserve Fund Contribution Special Assessment (\$40 &	16,920.00	-360.00	0.00	-120.00	960.00	16,920.00	16,920.00
5	Fence/Signage Repairs-Maint.	400.00	0.00	0.00	0.00	400.00	400.00	400.00
6	Common Area Maint/Mowing (at \$1,800.81	21,609.72	-1,800.81	-1,800.81	0.00	3,601.62	21,609.72	22,258.01
7	Volunteer Projects/Petty Cash/Garbage	1,000.00	-74.63	-51.46	0.00	448.83	1,000.00	600.00
8	Hearing Park Maintenance/Waterfront	1,500.00	-332.19	0.00	0.00	305.98	1,500.00	1,500.00
10	Other Landscaping/Trees	9,000.00	0.00	-42.95	0.00	8,825.26	9,000.00	11,500.00
12	Theft & Vandalism	50.00	0.00	0.00	0.00	50.00	50.00	50.00
*	Total Maintenance	50,479.72	-2,567.63	-1,895.22	-120.00	14,591.69	33,559.72	53,228.01
Office Expenses								
15	PO Box Rental (Due in February)	275.00	0.00	0.00	0.00	275.00	275.00	275.00
16	Postage	750.00	-130.00	-44.00	0.00	113.95	1,500.00	1,600.00
17	Sched for 15th Each Month AutoPay	1,272.00	-106.00	-106.00	0.00	318.00	1,272.00	56.04
18	Supplies	1,300.00	-55.20	-54.36	0.00	591.18	1,300.00	1,000.00
19	Telephone (at \$50.00 per month)	360.00	-28.90	-28.90	0.00	100.77	360.00	360.00
20	Website/Email	225.00	-6.56	-6.56	0.00	-30.96	225.00	260.00
*	Total Office Expenses	4,182.00	-326.66	-239.82	0.00	1,367.94	4,932.00	3,551.04
21	Community Events	300.00	0.00	0.00	0.00	300.00	300.00	300.00
Professional Fees								
22	Legal Fees	500.00	0.00	0.00	0.00	500.00	500.00	500.00
23	Accounting Fees/Reserve Study	5,000.00	0.00	-850.00	0.00	4,150.00	5,000.00	5,000.00
24	Bookkeeping (at \$349.68 per month)	4,196.16	-699.36	0.00	0.00	349.68	4,196.16	4,322.04
*	Total Professional Fees	9,696.16	-699.36	-850.00	0.00	4,999.68	9,696.16	9,822.04
Utilities								
26	Electricity (at \$850.00 per month)	10,200.00	-721.91	-722.27	0.00	3,789.67	10,200.00	10,200.00
27	Port-a-potty (at \$40.00 per Service at 15	600.00	-48.56	-48.56	0.00	152.19	600.00	600.00
28	Water - Irrigation	0.00	0.00	0.00	0.00	0.00	-	500.00
*	Total Utilities	10,800.00	-770.47	-770.83	0.00	3,941.86	10,800.00	11,300.00
Total Expense		81,602.88	-4,364.12	-3,755.87	-120.00	25,366.98	81,602.88	84,371.09
Net Ordinary Income		2,388.48					2,388.48	2,100.24

Lake Forest Home Association Maintenance Contract

This Service Contract is executed on January 19, 2021 by and between Lake Forest Home Association (LFHA) and Ryan M. Ralkey, DBA: RMR Lawn Service

1) DURATION. The contract period is from the date of execution and ends on January 31, 2023. Contractor will begin providing services specified in contract exhibits from February 1, 202 until January 31, 2023. New terms or conditions for the next year shall be fully agreed upon by both parties no later than January 30th of each contract year.

This contract will terminate on January 31, 2023

2) DESCRIPTION OF SERVICES. The Contractor will provide to LFHA the services described in the attached Maintenance bid packet, which included the following: attached to this contract as Exhibit A (Specification schedule), Exhibit B (Service Area Map) and Exhibit C (Bid Packet). The LFHA Board of Directors can alter the service requirements based on need for service in each of the common areas through a mutually agreed upon Change Order. Contractor agrees to perform all work in a manner common to industry standards. All work will be performed in compliance with all building codes and other applicable laws. Individuals shall perform all work or entities duly licensed and authorized to perform the work. The LFHA Board will review all work and/or the board designated LFHA Maintenance representative. All communication, service issues, contract issues will be discussed and reviewed only with the board designated LFHA representatives.

3) MISCELLANEOUS PROVISIONS. The Contractor will sign for all keys needed to access all LFHA service areas. All keys will be returned on termination of the contract. If the Contractor does not return LFHA keys, the Contractor will remit all cost for replacement or re-keying of locks.

4) The LFHA representative will meet the first month to define any issues that the contractor has otherwise has the option to at its discretion, to request mandatory walk through to address specific maintenance issues at any time. Upon request from the contractor walk through will occur within 3 days from the written (e-mail) or verbal request. The Contractor may be asked to perform non scheduled service in Hearing Park for community events such as Easter egg hunt, neighborhood picnic not included in the scheduled "Services". A change order shall be required for such services. The Contractor shall not perform any "non-scheduled" work unless there has been a change order approved by the LFHA Board prior to work starting, (including major storm clean up,

5) PAYMENT FOR SERVICES. Specified services invoiced for the 2021-2023 contract year will not exceed **\$2,258.02** except as approved by Change Order. The payments for service are over a 12-month period. The yearly contract rate is inclusive of all taxes and

fees. The contract will be a flat sum/ total sum for the year. The Contractor shall provide an invoice to LFHA for all services performed. Invoices will be submitted between the first and fifth of every month and no later than the tenth business day of each month. LFHA shall pay each invoice no later than 14 days following receipt of the invoice. PAYMENT SCHEDULE. LFHA Treasurer will pay the Contractor on a monthly basis within terms listed in Payment for Services as well as the Duration of services to be performed from February 1, 2020 and ending on January 31, 2021. The yearly contract rate of \$22,2258.02 will be divided into 12 monthly payments in the amount of \$1,854.84 The first payment will be issued in February 2021 with the final payment being in January 2023. CHANGE ORDERS. (Such as any major storm over 20 mph or ice and wind storm cleanup- meaning more than the usual branch pick up one or two truckloads (a truckload consists of 1500-2000 pounds) A change order can be initiated by email exchange between LFHA Board, LFHA Maintenance Committee and Contractor. A mutual agreed upon Change Order shall be presented at a Board meeting and approved by a majority vote of the LFHA Board. Change orders shall be in writing and signed by both LFHA and Contractor. Invoices for services performed by Change Order shall include itemized services and costs for "non-scheduled" areas. The Contractor shall be reimbursed for "non-scheduled" services at the agreed upon amount as voted on by the LFHA Board. Such work shall apply to "non-scheduled areas" and Hearing Park for community events not included in "Services"

A. If an additional lawn care is required in a month due to weather, lawn care in another month will be reduced proportionally.

B. In the months of January and February when no lawn care is normally scheduled, RMR Lawn Service will spend the commensurate number of hours (not to exceed 24 hours) performing storm pick and any other task assigned by the maintenance chairperson that is relevant to care of the common areas.

C. If salting of the roads is requested, the charges would be as follows:

(1) SE entrance, Park entrance and Marquette/ Lake Forest hill cost per treatment \$250

(2) 3 entrances & Marquette/Lake Forest hill cost per treatment \$300

(3) 3 entrances, Marquette/Lake Forest hill, and both hills on Fordham cost per treatment \$375,00

7) TERMINATION. This contract may be terminated upon sixty (60) days advance written notice by either party, with or without cause or cause. Causes for immediate termination of Contractor include, but are not limited to:

A. Submitting invoices for work not performed.

B. LFHA failure to pay properly submitted invoices.

C. Recklessly endangering the health and safety of residents or guests of LFHA.

D. Loss of license, bond and/or insurance as required by this Contract.

E. Conviction of gross misdemeanor or felony.

F. Bankruptcy or insolvency of Contractor or LFHA.

G. Unresolved issues regarding "uniform services" developed during walk through inspections.

8) FINAL PAYMENT. Upon termination or the termination date, the Contractor will provide LFHA a closing invoice for all completed and billable work. The closing invoice will be submitted within 10 days after completing all work in a contract year. Contractor will return all property and keys to the LFHA Board President. Upon receipt of the invoice, all property and keys, and confirmation of completed Services, LFHA will issue final payment within 15 days of receipt of the closing (final) invoice.

9) LICENSING & INSURANCE. Contractor shall provide LFHA a copy of Washington State Business License and Certificate of Insurance. Contractor certifies it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors. Contractor shall maintain worker's compensation (employer liability) insurance as required by Washington State law and the Department of Labor & Industries rules and regulations. The Contractor shall maintain \$250,000 of liability insurance at all times while performing work. Proof of insurance shall be provided to LFHA via a standard Certificate of Insurance. It is the responsibility of the Contractor to update the license and insurance if the State laws and regulations change and submit the required changes to LFHA for record. The Contractor shall notify LFHA if for any reason the loss of license or liability insurance occurs. LFHA reserves the right to terminate the contract immediately upon notice of loss to protect LFHA from liability claims made against the Contractor loss to protect LFHA from liability claims made against the contractor.

10) CONFIDENTIALITY. Contractor, its employees, agents or representatives will not, in any manner, directly or indirectly, use for their personal benefit any information that is proprietary to LFHA. Additionally Contractor shall not divulge, disclose or communicate in any manner, any information that is proprietary to LFHA. Contractor, its employees, agents and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective following termination of this contract.

11) INDEMNIFICATION. Contractor agrees to indemnify and hold LFHA harmless from all claims, losses, judgments, liens, expenses and fees including attorney fees and costs that may be asserted against LFHA resulting from the acts or omissions of Contractor, its employees, agents or representatives.

12) REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract, the other party may either terminate the contract in writing or require specific performance at the option of the non-defaulting party. Written notice will describe, in detail, the nature of the default and the method of cure. The party

Addendum D

receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

13) ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or verbal agreements between the parties.

14) SEVERABILITY. If any provision of this Contract is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

15) AMENDMENT. This Contract may be modified or amended by either party. All modification or amendments must be in writing. Both parties must agree to the amendments and both parties must sign the amendment.

16) ASSIGNMENT. This Contract is non-transferable.

17) GOVERNING LAW, VENUE, ATTORNEY'S FEES AND COSTS. This Contract will be construed in accordance with and governed by the laws of the State of Washington. Thurston County shall be the venue for any legal action arising from this Contract or any violation of the terms. If either party must resort to any legal proceeding arising out of the performance or breach of this Contract, the prevailing party shall be entitled to be compensated for its costs, attorney's fees and other professional fees as are reasonably necessary in pursuing or defending the action.

18) NOTICE. Any notice or communication relating to this Contract will be considered sufficiently given if delivered in person or by certified mail. If by certified mail, a return receipt will be requested. Certified mail shall be sent to the following contacts and addresses:

Lake Forest Home Association PO Box 3368 Lacey, Washington 98509-3368

Ryan M. Ralkey DBA RMR Lawn Service 14140 Chein Hill SE Tenino, WA 98589

This contract is agreed upon on the _____ day of January, 2021 by the undersigned.

Kathleen Emmett, LFHA President

Ryan M. Ralkey RMR Lawn Service

Beckie Weatherford, LFHA Treasurer

Jeff Heard, Maintenance Chairperson

Lake Forest Home Association

2021-2023 Service Specification

SERVICE AREAS:

Entrances: NE Entrance, SE entrance, Carnegie Drive

Locations: See map for specific locations.

1. Service Frequency:
 - a. March to October twice (2x) per month
 - b. November to February once (1X) per month
2. Services: are to be provided to the island and both sides of street(s) at all 3 locations
 - a. Mow: grass along the sides of islands
 - b. Trim: grass areas (NE entrance to corner where speed sign is)
 - c. Prune: shrubs and trees (up to 6 feet) for public safety, roadway visibility and mowing access (Remove suckers that may appear)
 - d. Blow: the curb/roadside edges, around the islands, sidewalks etc.
 - e. Debris/litter pick up and remove litter and debris (occasional limb down)
 - f. Rake Leaves: October thru December and remove
3. Other: If lights by entrances appear "burned out" or damaged notify maintenance chair

Sidewalks: Lake Forest Drive, Marquette Street, and Strip along Marvin at Dartmouth by wood sign

Locations: see map for specific locations

- Lake Forest Drive from NE Entrance to corner near 8336 Lake Forest Drive
 - Marquette from Lake Forest splits @ triangle to 3542 Dartmouth Drive
1. Service Frequency:
 - a. March to October - Twice (2x) per month
 - b. November to February - Once (1x) per month
 2. Service
 - a. Mow: grass strip between the street and sidewalk.

Addendum D continued

- b. Edge: with blade every 3 months, February, May and September if Second blade in May) Trim when mowing
 - c. Prune: shrubs and trees {up to 6 feet) for public safety and roadway visibility, and mowing access also remove suckers as needed
 - d. Blow: sidewalks and street
 - e. Debris/Litter: pick up and remove litter and debris and the occasional downed limb
 - f. Rake and remove leaves: October through December
3. Special location: mow the strip of grass between the school fence and the sidewalk along Marquette between house numbers 3036 and 3140. This is the only location where both sides of sidewalk will be mowed and edges.

Addendum D continued

Green areas: Oxford Loop, Duke Court, Dartmouth Drive

Locations (see map for specific locations)

Oxford Loop between house numbers 3734 and 3804

Duke Court between house numbers 3232 and 3244

Dartmouth area- from SE entrance along Marvin Rd to Dartmouth Drive
Retention pond

1. Service Frequency:
 - a. March to October twice {2x} per month
 - b. November to February once (1x) per month
2. Services:
 - a. Mow all grass area
 - b. Trim: trim and weed whack
 - c. Prune shrubs and trees (up to 6 feet) for public safety and roadway visibility, and mowing access also remove suckers as needed
 - d. Blow: street after mow if needed for grass removal
 - e. Debris/Litter: pick up and remove litter and debris and the occasional downed limb

Hearing Park

Locations see map for specific location

- Hours of operation in park 8:00 AM to 12:00 Noon, Monday thru Friday except holidays
 - NO work is to be performed within park on Saturdays or Sundays
1. Service Frequency:
 - a. March to October Twice (2X) per month
 - b. November to February- Once {1X} per month- mow, trim and prune
 - c. February to November - Twice (2X) per month: Blow, Cans
Debris/litter pickup
 2. Services:
 - a. Mow: Along trail upper paved path, around the picnic area and playground
 - b. Trim down hillside from picnic area to cement walls and to dock, including trees, tables, BBQ's.
 - c. Along 'paved walkways' trim the edge, 6-12 inches back from walkway on both sides

Addendum D continued

- d. Prune: "paved walkways' prune shrubs and trees (up to 6 feet) for access and public safety, and mowing safety
- e. Blow: walkways, stairs down to dock, pavilion, and front entrances by gates, every service
- f. Blow Roof: once every 3 months March, June, September remove blown debris from lawn- (Pending weather safety)
- g. Debris/litter: pick up and remove litter and debris and occasional downed limb
- h. report any damages or graffiti to Maintenance Chair

Retention Ponds

Locations: see map for specific locations)

- Dartmouth Drive- Dartmouth between house numbers 3445 and 3515 to Dartmouth green area
- Oxford Loop- between house numbers 3844 and 8649
- Oxford Ave- between house numbers 8545 and 8541
- Radcliff Court- including grass strip off Lake Forest between house numbers 8341 and 8333
- Stanford Court- Between house numbers 3442 and 3349
- Gonzaga South- Between house numbers 3217 and 3420
- Gonzaga north- between house numbers 3318 and 3334
- Fordham- Off Lake Forest Drive between house number 2842 Fordham and 8015 Lake Forest

Service Frequency

March to October – twice (2x) per month

November to February –once (1X) per month

Services

- a. Mow: entire area (see enclosed retention pond definition)
- b. Trim: area (see enclosed retention pond definition)
- c. Prune: prune shrubs and trees (up to 6 feet) for public safety, and access to mow
- d. Blow: street after mow

Addendum D continued

- e. Storm water Drains: if appear to be plugged report to maintenance chairperson
- f. Debris/Litter: Pick up and remove litter and debris including the occasional downed limb
- g. Blow out the rock area(drain outlet) after mow and trim

Green Belt openings:

Locations: (see map for specific locations)

- Carnegie Drive to Oxford Drive both sides of street: grass strip behind trees into green belt opening by chain link fence at house number 3711
- Lake Forest Drive- across from Harvard Drive between house number 8435 and 8421
- Princeton Court - between house number 3727 and 3711 (brown house- chain link both sides)
- Marquette Street- between house number 3415 and 3407 (orange chain}
- Lake Forest Drive-across from Princeton Court house number 3527 and 8414 from to chain link fence to bus stop area.
- Harvard Drive- in front of split rail fence corner to house number 3512

Service Frequency:

March to October- Twice (2X) per month
November to February- Once (1X) per month

1. Services

- a. Mow: mow all areas listed
- b. Trim : areas unless listed as 'as needed'
- c. Debris/Litter : pick up and remove litter and debris including the occasional downed limb

Road Side /Perimeters:

Locations: (see map for specific locations)

Lake Forest Drive- from 3512 Harvard Drive to 8528 Marquette Drive (Harvard Green belt)

Service Frequency: Year round as needed

1. Services:

- a. Mow as needed 1-2 times a year
- b. Blow grass of street- as needed

Addendum D continued

2. Extra/Non-scheduled services:
 - a. Please see contract

Minimum Equipment Required (Commercial Grade equipment only)

48" commercial mower, string trimmer, power edger (blade), backpack blower, pruners, rake brooms etc.

Hours of operation:

Community at large:

8:00 AM to 6:00 PM Monday thru Friday

10:00 AM to 4:00 PM Saturday

No work permitted on Sundays and Holidays

Hearing Park:

8:00 AM to 12 noon Monday thru Friday only

No work permitted on Saturday, Sunday or Holidays

Definitions:

- o Mow: Cut grass to height between 2" and 4" within a defined area, regardless of type of equipment used. Clippings can be mulched in as long as there is no readily visible clumps left remaining on grass surface.
- o Grass: the ground vegetation to be served (including terms turf, lawn, weeds, moss)
- o Trim: This term shall equate to weed whack, string line trim, weed eater, line trim etc. Grass is to be "trimmed around all trees, rocks, posts signs, fences, utility boxes, plant beds, power lines, shrubs, etc.. The grass shall be trimmed to height between 2" and 4"
- o Edge: This term denotes that grass be trimmed with a blade equipment, not using a string trimmer.
- o Blow: Grass clippings and debris removed from sidewalks, curbs, and roads. NO debris shall be swept, blown and/or disposed of in sewer drains
- o Debris: Needles, leaves, branches, limbs, all organic rubbish from nature
- o Litter: Garbage, trash, waste, all non-organic rubbish. It is required that all litter is removed from the area prior to service (i.e. mow, trim, blow etc.) and that none shall remain after service is provided.

Addendum D continued

- o Retention pond: includes the following- the sides, edges, openings, flat areas around pond top, bottom of pond, slopes, splash pads (rock area around drain openings) of the retention pond itself as well as all the fence lines, rocks, signs, posts, trees/shrubs, utility boxes, power lines etc. Contained within the pond.
- o Service Frequency:
 - Once (1X) per month: the interval between services shall not exceed 28-31 days. Therefore, a service is provided every 30 days.
 - Twice (2X) per month: the interval between services shall not exceed 15-18 days apart. Therefore, a 'service' is provided every 15 days.
(Except 5 week months)

Addendum E

RMR Lawn Services
14140 Chein Hill Ln Se
Tenino, WA 9858*
360-250-1940
License # RMRLALS866D1
UBI # 603386184
Lake Forest Storm Debris Proposal

Storm Debris pick up will be separate billing pending approval from the board. This proposal will be for January storm debris pickup. Will pick up 2,000 additional pounds from what was already done in the agreement for January.

I was approached by Jeff to do more storm debris pickup outside of the normal agreement of billing of January. Extra storm debris clean-up needs to be approved by the board and will be billed accordingly.

I have already completed the January agreement and have started the additional storm debris clean-up due to the direction of the maintenance chair (Jeff Herd). I will finish the additional storm debris clean-up once approved by the board. This has been discussed by Becky and Greg regarding the additional work.

The above includes all equipment and materials and dump fees needed to perform the services agreed upon.

Your payment is \$700.00 including tax.

Thank you

Ryan Ralkey

CCR Report for January 2021

1. Inspections made on 29 December, 6 and 19 January. Courtesy letters are still due out for violations still existing on January 19, 2021.
2. Letters due out in January:
 - a) #1: 5
 - b) #2: 0
 - c) #3: 0
3. Breakdown by violation types:
 - a) #1: 3 for cans in view, 2 for trailers,
 - b) #2: none
 - c) #3: none
4. Homeowner corrections (5) from 15 - 31 December 2020: 3 for cans in view, 2 for appearance.
5. Pending Turn over to Treasurer in January: 0
6. Fine (Letter #3) status: No fines levied.
7. Report Notes:
 - a) Violations or issues carried over from 2020 to 2021 are an overdue fence replacement, a trailer storage waiting for a fence gate enlargement, and a vehicle parked on a lawn (working with owner).
 - b) Greenbelt incursion notifications pending definitive inspection and review..
8. CCR report on January 19, 2021 by Alex. Copies of Courtesy Letters sent to homeowners are on file on LFHA BOD Google drive.