

## BONNEVILLE TOWER CONDOMINIUM ASSOCIATION MANAGEMENT COMMITTEE MEETING MINUTES

January 25, 2018

The meeting was called to order at 6:05 p.m. by President Paul Mortensen. Zachary Hunt, Marty Pittman, Katherine Fleming and Colin Jube of the Management Committee were present. 6 residents were present.

The management committee and owners of Bonneville Tower want to thank Patrick Brennan for his years of service on the board. He has been a beneficial part of the committee for quite a few years and has been involved in many positive changes and updates for the building. The committee wants to welcome Katherine Fleming board.

### **Financials:**

1. The year ended with a net income of just over \$7,000, with December reflecting an income of about \$9,000. Repair and maintenance costs were relatively low which contributed to the income for the month.
2. For the year, the Budget to Actual reflected a deficit of about \$2,000, which is much better than expected. There were large swings in expenses among various categories:
  - a. Utilities were under budget almost \$20,000.
  - b. Professional Services were under budget almost \$16,000.
  - c. Repair and Maintenance expenses were over budget by about \$32,000.
3. The financials from December 2017 were approved.

### **Updates:**

#### **1. Mechanical**

- a. The garage doors have had some ongoing issues. Zach has looked into alternative doors to what we currently have. For now, the basement level east entrance door is experiencing an intermittent issue with its sensor beams. In order to make sure the door closes properly, please wait 15 seconds to ensure it does close properly. If by chance it doesn't, push the button on your remote again. This will reset the timer and the door should close after 15 seconds.
- b. The boiler fix has been repaired. This new part should last us another 10 years according to our heating and air conditioning company.

#### **2. Maintenance**

- a. The maintenance staff would like to request that all residents please walk down boxes to the dumpster room on the 2<sup>nd</sup> floor and please dispose of boxes into the recycling bin. Many residents are putting them in the garbage chute and the boxes are getting stuck.

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#### **4. Other**

- a. An owner had requested a hardship rental due to the fact that she had recently lost her job and found a job in her similar field in Massachusetts. BT CC&Rs does

allow hardship rentals above the 15% if certain conditions are met and the management committee approves. The committee requested additional information from the owner requesting the hardship before any decisions are made. There was some concern from owners in the building about future hardship rental requests and owners taking advantage of the situation. The committee takes a look at each request and makes sure that all conditions are being met before any hardship rental is granted. There have been very few granted in the past.

**5. Rental waiting list resolution. THE FOLLOWING RESOLUTION WAS ADOPTED:**

BE IT RESOLVED, that the following sections of the BT Rules are revised as follows:

**1. Section 6. OCCUPANCY OF A CONDOMINIUM UNIT. Sections 6.1 through 6.6 AMENDED AND RESTATED.**

**6. OCCUPANCY OF A CONDOMINIUM UNIT.**

6.1. The Building is a residential community of predominantly Owner-occupied Units.

6.2. **Orientation.** All Owners and Residents of a Unit must first arrange and attend an orientation meeting with either Management or a member of the Management Committee prior to moving anything into a Unit. No security access fobs will be assigned to the Owner/Resident until they have arranged for and attended an orientation meeting. Any Person who uses or occupies a Unit prior to attending an orientation meeting is in violation of this Rule and shall be denied entry into the Building. If necessary to insure safety and enforcement of this Rule, Management will disable all security access fobs assigned to the Unit if an orientation has not been completed.

6.3. **Guests.** Use and Occupancy of Units by “Guests” in the absence of the Owner or approved Tenant, including a member of the Owner or approved Tenant’s immediate family, is not permitted except with prior written approval received from the Management Committee.

6.3.1. Any Person who shares residence of a Unit with an approved Resident as a guest or otherwise and/or any Person who has sole occupancy as a Guest or otherwise for longer than 30 days must attend an orientation meeting to continue occupancy. After such shared or sole occupancy has continued for more than 30 days without prior approval, such Person shall be denied entry to the Unit and building. A subsequent meeting shall be allowed only by special permission of the Management Committee.

6.3.2. A Person who pays the Owner for the use of occupancy of a Unit is not deemed to be a Guest, and is subject to the restrictions of section 13 of the Lease.

6.3.3. Any Person who has been approved by the Management Committee to be assigned a long-term Guest card will be admitted to the Building and will be given a key to the Unit in the absence of the Owner or Resident if necessary. Written notification rescinding permission for admittance of a long-term Guest card holder will cause immediate deactivation of that assigned long term Guest card.

6.3.4. Written authorization for each occasion signed and dated by the Resident giving the guests names and specifying the expected dates of arrival and departure will be required.

6.4. **Roommates.** Owners wishing to have an unrelated Person reside with them and contribute to the monthly expenses associated with the Unit under a common household shall first submit a written application to the Management Committee requesting permission from the Management Committee. If approval is given, the roommate shall sign a lease for no less than one-year that will include a condition that the roommate shall vacate the premises at the same time as the Owner. A copy of the signed one-year lease including all pertinent addenda described herein and copy of security check shall be submitted to Management at least ten (10) days prior to arranging an orientation meeting or moving in.

6.5. **Leasing.**

6.5.1. Section 17 of the Declaration provides that only 15% of the total number of Units in the Building may be leased. Therefore, leasing of a Unit shall be prohibited, unless permission is granted in writing by the Management Committee. Any consent or approval given under these Rules by the Management Committee (a) must be in writing and (b) may be revocable at any time.

6.5.2. All leasing is subject to the restrictions and qualifications of the Declaration, with all subsequent amendments, and By-laws.

6.5.3. To be eligible to rent a Unit and to maintain a place on the Rental Waiting List, Owner must be in compliance with the provisions of the Association's Governing Documents (specifically including the Declaration, the Bylaws, the House Rules and Regulations, and any decisions issued by the Management Committee) and must be current in the payment of all assessments (including special assessments), maintenance fees and fines.

6.5.4. At no time shall the rental of Units exceed fifteen (15) percent of the Units in the Project, unless an exception has been granted. *See* Section 17.3 of the Declaration. *See also* Section 7 of these Rules.

6.5.5. Only an Owner of record, as shown in the official records of the Salt Lake County Recorder's Office, may lease his Unit. All Owners seeking to rent their Units shall abide by Section 17 of the Declaration.

6.5.6. Leasing less than the entire Unit is not allowed.

6.5.7. No Tenant of a Unit shall be allowed to further sublet the Unit.

6.5.8. A Person who pays the Owner for the use or right of occupancy of a Unit is not deemed to be a Guest, and is subject to the leasing restrictions of this section.

6.5.9. During the process of applying to lease a Unit, a prospective Tenant may not occupy said Unit as a Guest or roommate of the Owner or a current Tenant.

6.5.10. All tenants shall be given copies of the Association's Governing Documents, specifically including the Declaration and House Rules and Regulations, and will be bound by the terms and conditions contained therein.

6.5.11. If the name on the title of Owner's Unit changes, for any purpose other than transferring ownership interest in the Unit to a trust for estate planning purposes, the Owner will be removed from the Rental Waiting List or his right to lease will be cancelled at the termination of the lease in place at the time the Association provides Owner notice.

6.5.12. An Owner who has been granted the right to lease his Unit will not reside in any Unit at Bonneville Tower unless he owns another Unit in the Building and reside in that other Unit.

6.5.13. The Owner will remain responsible for his Unit, the timely payment of monthly assessments and maintenance fees, and the payment of any fine that is assessed by the Management Committee if he, the tenant or his guests or invitees violate any of the Association's Governing Documents.

6.5.14. If the Owner fails to comply with the provisions of the Association's Governing Documents, specifically including the Declaration, the Bylaws and the House Rules and Regulations, and any decisions issued by the Management Committee related thereto, the Management Committee may withdraw its consent for Owner to lease his Unit pursuant to Section 17.2 of the Declaration.

6.5.15. Owner and Tenant shall be jointly and severally liable to pay any fine that is assessed against Tenant during his lease term.

6.5.16. Owner and Tenant shall be jointly and severally liable for any damage caused by Tenant and/or his guests or invitees.

#### **6.6. Rental Waiting List.**

6.6.1. Any Owner intending to lease his Unit shall submit a written application to the Management Committee requesting permission to do so. Prior written approval of the application is required by the Management Committee is required to lease a Unit. (See Rental Waiting List Application at Appendix J.)

6.6.2. The Association's Governing Documents may be amended from time to time and the Management Committee may issue decisions that pertain to Owner's right to lease his Unit, and Owner shall agree to be subject to those changes and policy decisions and will sign a new form to reinstate his placement on the Rental Waiting List if asked.

6.6.3. Any Owner wishing to lease his Unit must submit a written application to have his name put on the Rental Waiting List.

6.6.4. When the percentage of Units being rented falls below fifteen (15) percent, a notice of opportunity to exercise the option to rent a Unit may be given to the Owner at the top of the Rental Waiting List.

6.6.5. The Owner at the top of the Rental Waiting List is then required to give written notice to the Management Committee within (30) thirty days of receiving the notice of opportunity to exercise the option to rent and state his intent to rent his Unit or the option to rent expires.

6.6.6. Upon written approval from the Management Committee, the Owner must actively pursue the rental of his Unit within (60) sixty days of the date of written approval or his option to rent expires.

6.6.7. Within six (6) months of a Tenant vacating a Unit, the Owner must have the Unit re-rented, or the option to rent will expire, at which point his name will

be removed from the approved rental list. The Owner's name will not be placed on the Rental Waiting List until he submits a new application.

6.6.7.1. The option to rent can be extended with written approval by the Management Committee as long as the Owner is actively pursuing to rent the Unit and it has not rented due to no fault of his own.

2. Subsection 6.7. **Written Leases. AMENDED.**

6.7. **Written Leases.** All non-Owner Residents and Tenants must sign a written, one (1) year lease with the Owner for no less than the entire Unit. All leases involving any Unit in the Building shall contain the following express provisions:

6.7.1.1. The Management Committee holds the right to eject any Tenant of any Unit upon reasonable cause;

6.7.1.2. All tenants must complete an orientation with the Association to obtain access to the Building;

6.7.1.3. If tenant and/or his guests or invitees fail to comply with the provisions of the Association's Governing Documents, specifically including the Declaration, the Bylaws and the House Rules and Regulations, and any decisions issued by the Management Committee related thereto, the Owner maintains the right to terminate the lease; and

6.7.1.4. If tenant and/or his guests or invitees fail to comply with the provisions of the Association's Governing Documents, specifically including the Declaration, the Bylaws and the House Rules and Regulations, and any decisions issued by the Management Committee related thereto, the Management Committee reserves the right to demand that Owner terminate the lease.

3. Section 11. **ENFORCEMENT OF HOUSE RULES SANCTION, FINES & FORFEITURE OF DEPOSITS.**

11.7. **Other Disciplinary Measures.** Subsections 11.7.4.4 **AMENDED** and subsections 11.7.4.9 and 11.7.4.10 **ADDED**.

11.7.4. In addition to the imposition of fines, the Management Committee reserves the right to consider additional disciplinary measures for non-compliance of these Rules or the Governing Documents or offenses that seriously affect the health, safety, well-being, or quiet enjoyment of other Residents. Such additional disciplinary measures may include, but are not limited to:

11.7.4.1. the imposition of an additional fine not to exceed \$500.00 for egregious violations of these House Rules;

11.7.4.2. initiating legal proceedings to collect money damages, which includes the right to recover reasonable attorneys' fees and costs;

11.7.4.3. instituting appropriate legal proceedings to seek injunctive relief or other remedies to enjoin the Person from continuing violations;

11.7.4.4. **AMENDED.** recording a lien against the Unit for unpaid fines consistent with subsection 31.7 of the Declaration;

11.7.4.5. terminating the Unit Owner's right to receive utility services paid as a common expense if a Unit Owner fails or refuses to pay any assessment when due;

- 11.7.4.6. suspending or terminating the Unit Owner's right of access and use of recreational facilities if a Unit Owner fails or refuses to pay any assessment when due after giving notice and an opportunity to be heard;
- 11.7.4.7. suspending voting rights;
- 11.7.4.8. immobilizing, towing and impounding vehicles;
- 11.7.4.9. **NEW!** removing the Unit Owner's name from the Rental Waiting List;
- 11.7.4.10. **NEW!** terminating the Unit Owner's right to lease his Unit.

RESOLVED, that the undersigned and remaining members of the Board of Trustees expressly acknowledge and agree that this Resolution shall not alter, amend, modify, or otherwise affect the terms, provisions, and conditions of the BT Rules, the Declaration or Bylaws not addressed herein, and all are hereby renewed, extended, carried forward, ratified and confirmed and shall be deemed for all purposes in full force and effect.

### **Concerns/Questions:**

- a. A resident notified Kristin that an outdoor spotlight in the front that was recently updated is no longer working. Kristin will make sure that a new one is installed.
- b. It was requested from a resident that the basement, lobby and 2<sup>nd</sup> level double doors to the garage be kept closed during the cold winter months. Maintenance will make sure the doors are kept closed except the ones to the lobby, which need to remain open.
- c. There was some concern about the recent increase to support animals in the building. Each resident that currently has a support animal in the building went through a process to get that animal approved and by law as long as the requested documentation is provided, the animal cannot be denied.
- d. The recent thefts in the building were discussed. Another attempt was recently made and fortunately Zachary Hunt was able to deter the burglar from the building. After watching camera footage, it was determined that the burglar had entered the building using a fob from a contractor lockbox on the side of the building. The lockbox had been bashed in. There were a few lockboxes on the side of the building for Rocky Mountain Power, our HVAC company and for T-mobile. The lockboxes have been removed for the time being and the companies have been notified until an alternate option to enter the building has been figured out.

**Adjournment:** There being no further business, the meeting was adjourned at 7:35 p.m. The next Management Committee meeting will be held on February 27, 2018 at 6:00 p.m. in the lobby.

Respectfully submitted,

Bonneville Tower Management Committee  
Written by: KB