

# **Thunder Ridge Estates Annual Meeting**

Thunder Ridge Estates Homeowners Association  
Annual Meeting  
September 19, 2024  
6:30 P.M. THUNDER HILLS COUNTRY CLUB  
16682 THUNDER HILLS DR.  
PEOSTA, IA 52068

1. Call meeting to order
2. Introduction of Board of Directors – JC
3. Thunder Ridge Estates Board Review of Duties– JC
4. Financials – GH
5. Handling of Complaints
6. Process of Covenant Changes and rationale – JC
7. Role of Architect Review Committee – JW
8. Condo Committee – BM
9. Communication - JC
10. Utility Rates & possible options to lower– JC
  - i. 28E agreement with the City of Peosta
11. Election of One Board of Director - JC
12. Miscellaneous

# Board Members & Terms

<u>Board Member</u>	<u>Term Expires</u>
Jayne Kluesner	2024
Jeff Corkery	2025
Jeff Webber	2026
Bill Maher	2027
Glen Hardin	2028

# Role of Board of Directors

- Our responsibility is to see the Covenants are followed and maintain financial stability for the Association
- We are not the Thunder Ridge Police
- All issues brought to our attention have been addressed with current homeowners and they have addressed those concerns
  - Barking Dogs
  - Equipment left by contractors
  - **Underage drivers on golf carts**
  - **Speeding**
- Every concern we have brought to any homeowner or contractor has been addressed.
- Covenants can have different effects on different lots
  - Dog Runs
  - Separate Garage
  - Construction of Homes
  - Roofs
- Covenants are for the protection of all homeowners in Thunder Ridge Estates
- Exceptions that have occurred were done by the previous board

We enforce the covenants but before our board assumed responsibility it was apparent there had been exceptions made to the existing covenants. We have also had to deal with contractors and homeowners not following their approved plans.

1. Roof Pitch/Dormers
2. Brick amount on front of homes
3. Roof attached Solar Panels
4. Set back from road
5. Vertical Siding/R & B siding
6. Even 3 stall garages.

# Thunder Ridge Estates Homeowners Legal Authority

- Articles of Incorporation - 6/22/97
  - BYLAWS of Thunder Ridge Estates Homeowners - 6/26/97
- Articles Of Amendment - 8/18/97
- Articles of Amendment - (Voting Rights) - 6/3/98
- Condominium Covenants - 8/4/99
- Original Restrictive Covenants - 6/11/98
  - First Amendment (Square Footage) - 4/27/99
  - Second Amendment (Common Area) - 7/19/99
  - Third Amendment (Square Footage) - 6/30/2000
  - Fourth Amendment (Subdividing Contiguous Lots) - 8/21/06
    - Affidavit with signatures
- ~~Block 5 Amendment – 5/22/14~~
- ~~Block 5 Amendment – 6/19/14~~
- Thunder Ridge Homeowners Assume Role of Board of Directors following A.J. Spiegel's resignation - 5/24/16
- Amendment to Continue Original Covenants - 3/20/18

# Board of Directors/Condo Committee

Each home owner pays HOA quarterly dues. Likewise each Condo Unit Owner pays the same HOA dues. In addition each Condo Unit Owner pays quarterly dues to the Condo Owners Association and have additional Covenants that pertain to the Condo Units.

A Home Owner owns their land and building. Whereas a Condo Owner owns the inside of the premise and buildings and grounds belong to the Condo Associations.

When a developer is planning to construct a new Condo Building he still has to submit his plans and be approved by the HOA Building Committee to assure that it is constructed with the same materials and design that the HOA Covenants and Declarations allow. (Jayme Kluesner & Jeff Webber) are the two on Building Committee.

When it comes to snow removal the HOA is billed for the roads and the Condo Association is billed separately for their sidewalks and driveways.

The Condo Committee is a committee authorized by the ByLaws & Condominium Declaration of Thunder Ridge Estates. Whether you live in a home or Condo Unit both are governed by the same Covenants and Declarations. While the Condo Committee is within the governance of the Board of Directors they oversee all Condo operations and operate independently on condo matters. **Under legal guidance of both Condo and Board representatives a resolution was passed by the Board of Directors which specifically states all money collected for Condo repairs and condo issues are designated only for those purposes. The Condo Declarations also state the money assessed by the Condo Committee is to be used solely for the repair and maintenance of the Condo Unit Owners.**

I hope this helps you understand how the HOA & COA works together into the Association.

# **FINANCIALS**

**GLEN HARDIN, TREASURER**



# Handling of Complaints

We have handled all complaints by individuals the same way. We communicate among ourselves, go over the covenants, contact legal counsel, communicate again, make a decision, and then respond.

a.Dogs

b.Traffic -Speeding

c.Underage drivers of motorized vehicles

d.Construction Cleanup

e.Yard Signs: The Board discussed the placing of signs. According to The covenants it clearly states in ARTICLE VIII, Section 25: SIGNS “No sign, billboard, or advertising device, including those used in the sale of any Lot or Dwelling Unit within the Properties, shall be placed on any Lot or Dwelling Unit prior to approval of the same by the Association.” Realtor signs of less than 55 inches tall and 40 inches wide will not need prior approval by the board to post. Dog training signs garage sale signs of similar size do not need prior approval by the board. Signs larger than 55 inches tall and 40 inches wide are not approved to be placed on any Lot or Dwelling Unit. Also political signs continue to not be approved for placement on any Lot or Dwelling. The Board voted unanimously to approve the above.

# How Do You Change the Covenants

- Very Simply you need a 75% approval vote of all individual lot & condo owners.
- There are 151 lots so it takes currently 113 yes votes to change the covenants however we have been informed if two signatures on the mortgage both people need to sign along with having the signatures notarized,
- A non vote counts as a no vote

*Anyone has the right to change the covenants with a 75% vote and does not need approval from the Board. However, we believe the Board's support is critical as the Board is the governing body that is invested to see the covenants are followed. We don't believe it is in the majority of Homeowners best interest to change one or two items based on an individual need. The following was presented to the attendees to solicit feedback. This feedback was overwhelming supportive of the guidelines below:*

# Guidelines & Process to Change Covenants

- The Board initiates a change to the covenants.
  - Legal cost borne by the Association.
- *Whereby*, a member of the association requests a change to the existing Restrictive Covenants to be initiated by the acting Board of Directors
  - *Resolved*, the Board of Directors shall: Inform the requester their request can be handled individually by submitting to the board of directors no fewer than 25% of existing lot owners stating said lot owners are in favor of amending the covenants using association monies, where by the board will clearly communicate the number of signatures required based on the current list of billed lot owners, and whereby the requester will also log the lot for which each signature represents.
  - Legal cost borne by the Association.
- A member of the association can own their own initiative collect the required 75% approval rate.
  - Legal cost borne by the Homeowner.

# Role of Architect Review Committee

## – Jeff Webber

Condo Committee – Bill Maher

## COMMUNICATION

**Website:** <https://www.thunderridgeestates.com>

We are currently upgrading our Web Site and hope to have the new website functional within the next month.

On the Website are Board minutes , connects, ByLaws, Resolutions, Annual presentation powerpoint and how to contact us.

**Email:** [thunderridgebod@gmail.com](mailto:thunderridgebod@gmail.com)

Thunder Ridge Neighborhood has no affiliation with the Thunder Ridge Estates Board of Directors. Any comments or statements unless directly quoting the Board of Directors (which has not occurred) are strictly personal opinions or personal statements. There is good information on this site but nothing from The Board of Directors.

# Previous Road Work

- Previous Road Work
  - 1997 Roads first established
  - 2013 - Fix and patch - \$7,760
  - 2017 - Fix and patch - \$21,433
- Full road work with asphalt on all roads which includes bring cul de sacs up to level of the roads
  - 2017 Bid - \$216,365
  - 2022 Bid - \$389,428
  - 2024 - All Roads completely resurfaced - \$416,526.56



# **Election of Board Member**

# Utility History with City of Peosta

- 2004 - Signed 28E Agreement with City of Peosta for Wastewater/sewage rates. Refuse/Garbage rates are not mentioned in this agreement. 150% of city rates was established. Agreement ends 9/15/2029.
- 2015 - AJ deeded Thunder Ridge Estates well to City of Peosta for \$10.
  - Rates were established as 150% of residents of Peosta rates which were the same as our 28E agreement on Septic Sewer service. But no 28E agreement for water rates was enacted
- 2016 - A.J. relinquished his role as Board of Thunder Hills Estate and new HOA board was voted in
- 2017 - Jeff Corkery contacted the Mayor of Peosta on need for a 28E agreement. I was informed it was not necessary and was questioned if we did not trust the City.
- 2019 - Jeff Corkery presented a 28E agreement to new city manager (Whitney Baethke). She was going to act on it and was prepared to meet with our board but COVID put an end to that.
- 2021 - Jeff Corkery presented our 28E agreement to current city manager. We have had various meetings with the city manager over the past 3 years.
- 2023 - We were informed in June the city council did not believe a 28E agreement was necessary and would only move forward on this if the Thunder Ridge Estates Board would sign a 28E agreement voluntarily agreeing to be annexed into the city if we became contiguous to the City of Peosta. If we did our utility rates would be reduced to 125% at that time and when annexed would be the same as the city of Peosta.
- 6/12/24 - Peosta City Council met to discuss raising utility rates on areas out side city of Peosta. Thunder Ridge Estates Board was not contacted prior to the meeting. Stated at meeting the rates would be raised to 175% of city rates in July and then to 200% at beginning of year 2025
- 9/4/24 - Peosta City Council work session to discuss utility rates outside City of Peosta. HOA Board was informed on this meeting. Council set meeting of October 22 to vote in increase of utility rates outside City of Peosta.
- 9/8/24 - Email received from Peosta City Manager. We asked for clarification on what rates would be impacted by this decision and were informed all utility rates.
- 10/22/2024 - The City Council of Peosta will vote to increase on our utilities from 150% to 200% with no guarantee they would not increase later. Currently this would apply to Water rates and garbage/refuse rates. We believe sewer rates will remain at 150% through 2029.

# Where do we go from here

- Accept the increase on our utilities from 150% to 200% with no guarantee they would not increase later. Currently this would apply to Water rates and garbage/refuse rates. We believe sewer rates will remain at 150% through 2029.
- We are still pursuing any possible legal remedies - nothing real promising at this point
- Contact Iowa Regional Utilities - We have.
- Buy back our well and tower - Probably not feasible.
- Enter into a 28E agreement calling for the Board to start and assist in the process on Voluntary Annexation when and if we become contiguous to the City of Peosta. Helping to collect signatures. Still need 80% approval. Rates of 125% of City of Peosta or minimum cap of 150% on utilities. There are other advances which we have discussed previously. Rough estimate would be an increased tax amount of \$6 per \$1,000 of your tax assessed valuation.
- We can insert our needs if we become part of city versus Involuntary Annexation
  - Roads, Possible tax abatements, sidewalks, street improvements, ATV, golf carts, Keeping current Covenants, etc.

# Benefits of Annexation as Presented by the City

- **City Police Protection:** Once a property is annexed, the City of Peosta Police Department will begin routine patrols. The closest officers will always respond to emergencies regardless of the agency or annexation.
- **City Utilities:** Properties in the city are provided with water and septic services at a locally-competitive monthly expense. These rates include all system maintenance and upgrades as required to assure safe and reliable service to our residents and businesses.
- **Fire Protection:** City water services provide fire hydrants with substantially higher water flows than many residential systems. This increased capacity helps the fire department more effectively manage fire emergencies and oftentimes results in significantly reduced homeowner's insurance rates. Additionally, whereas Thunder Hills' primary fire and medical emergency response currently comes from Epworth, that will change to the Centralia-Peosta Fire Department upon annexation.
- **City Street Maintenance and Snow Removal:** Once a street falls within the Peosta city limits the city will provide ongoing maintenance and snow removal. The Public Works Department prides itself with having all streets, including residential streets, clear and open to travel before the morning rush hour.
- **Enhanced Local Representation:** In the City of Peosta, 5 council members and a mayor represent approximately 2,000 city residents. This means that there are just over 300 **residents for each representative**. Dubuque County is led by 3 elected supervisors with 32,285 residents per representative.
- **Zoning District to Accommodate Existing Uses:** Whenever possible and where consistent with the Comprehensive Plan, the City will establish a zoning district to protect existing uses on developed properties.
- **Membership Benefits:** City residents receive a discounted membership rate for the Peosta Community Centre. The Peosta Community Centre offers a wide variety of health, wellness, meeting and gathering amenities in addition to recreation programming.

# Questionnaire

THUNDER RIDGE ESTATES 28EWATER AGREEMENT FEEDBACK

The City of Peosta has informed us they will increase our utility rates to 200% of the City of Peosta resident's rate

I would prefer to pay the utility increase of 200% versus entering into a potential annexation agreement with the City of Peosta.

\_\_\_\_\_ YES \_\_\_\_\_ NO

If you answered **NO** to the above what conditions would you have the Board negotiate if we were to enter into a 28E agreement with the city.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_

\_\_\_\_\_  
Thunder Ridge Estate Address

# **MISCELLANEOUS**

## **ADJOURNMENT**