

SMOKY RIDGE MAINTENANCE ASSOCIATION
BOARD MEETING MINUTES

Meeting Place: Peakview Elementary School Library
Centennial, CO 80015

March 12, 2018

Board Members Present: Amelia Almazan, Natasha Selwyn, Dennis Myers, Sue Bumstead, and Cecilia Ramos

CPMG: Mark Dougal CAM, CMCA, AMS, Association Manager

Minutes taken by and transcribed by Sue Bumstead.

Meeting called to order at 6:30 pm by Amelia Almazan, President after quorum was established.

Minutes: On a motion duly made, seconded and unanimously carried it was resolved to approve the regular minutes from February 12, 2018.

Guest: Association Attorney, David Graf, Moeller Graf P.C.

- Questions were asked by the Board and Homeowners (see Attachment A). Mr. Graf's answers are noted below each question.

Homeowners Forum:

There were 16 homeowners in attendance. Some were there to listen and observe. Items brought up for discussion:

- Several homeowners mentioned trash cans at address on E. Prentice Ave. were not being kept behind the homeowner's fence (see Property Inspection Report below.)
- Article 6, Section 12: Sub-leaser asking for roommate on Nextdoor social media. (See Attachment A.)

Manager's Report/Violation Log: The board reviewed the written report. Several items fell and were discussed under Property Inspection Report.

Property Inspection Report:

- S. Flanders St. – tree stump – 3rd violation – 2nd notice sent - \$50
- S. Gibraltar Ct. – driveway repair – ACC Request to replace drive received right at 30 days – moved and 2nd to waive violations – 5 ayes, 0 nays
- S. Flanders Way – trim tree in backyard hanging over HOA fence – 3rd violation – moved, 2nd to continue – 5 ayes, 0 nays
- S. Genoa Way – remove large trees in backyard damaging HOA fence – 3rd violation – moved, 2nd to continue – 5 ayes, 0 nays
- E. Prentice Ave. – trash can in front – 3rd violation – moved, 2nd to continue – 5 ayes, 0 nays

ACC Log:

- S. Gibraltar Ct. – driveway replace, approved

President's Report:

- President Amelia Almazan declined report in favor of allotting maximum time to Association Attorney, David Graf.

Unfinished Business:

- Comcast line on Crestline: Covered in attorney Q and A (see Attachment A.)
- Social Committee Status: Board member, Natasha Selwyn report Social Committee would have a meeting on Thursday, March 15 at 4:30 p.m. to discuss plans to put thing in motion.
- Violation Letter Review: President Amelia Almazan is working with CPMG to “tweek” the letter to be in compliance with HOA rules.

New Business/Topics from the Board:

- Acceptance of Ron Forman's resignation: Resignation noted.
- Board position/vacancy: Position has been posted on HOA website.
 - No volunteers from Board Members to fill Vice President position.
- Discussion about attorney meeting/next steps: Discussion ensued.

Financials: Mark, CPMG reviewed. On motion duly made, seconded, and unanimously carried it was resolved to accept the February 2018 financials.

Correspondence: None.

Next Meeting Date: April 9, 2018 at 6:30 pm – Peakview Elementary School Library.

Adjournment: The meeting was adjourned at 8:50 pm

Attachment A

Q. 1 If someone is disruptive and we have asked them to stop, are we legally allowed to kick them out of a meeting?

A. Rather than throwing a disruptive person out of a meeting, say the meeting will end.

Q. 2 We were bequeathed the USPS boxes by federal law recently. We were forced to pick up the tab for fixing the rusting mounts last year on community boxes. Our documents do not allow us to ask people to pay for this individually unless there was intentional damage so now we have yet another bill to take responsibility and budget for. Do we now hold a legal responsibility for snow removal on the pad sites at these community mail boxes?

A. The postal boxes are the associations responsibility and cannot be given back to the property owners. It is the responsibility of the HOA to remove snow.

Q. 3 Article X, Section 6:

(c) Declarant hereby reserves and is granted the right and power to record technical amendments to this Declaration at any time prior to the termination of the Declarant's reserved right to appoint the Board of Directors of the Association as provided in Article III, Section 3 hereof for the purposes of correcting spelling, grammar, dates or as is otherwise necessary to clarify the meaning of the provisions of this Declaration.

* It says that the Declarant could amend with the purpose of "clarify the meaning of the provisions of this Declaration." Could the Association use this provision, despite not being the declarant or having a declarant, to change our documents without a vote as long as we don't change the context of our documents? Is there any way to fix the language in our documents without a vote and would it be advisable to take such a route?

A. No, amendments must go to the voters.

Q. 4 Article IV, Section 4:

Section 4. Special Assessments for Capital Improvements.
In addition to the annual assessments authorized in this Article IV, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of any capital improvement upon the Maintenance Property, including fixtures and personal property related thereto, or for the funding of any operating deficit incurred by the Association. Any such assessment shall have the assent of both two-thirds (2/3) of the votes of the Members other than Declarant and two-thirds (2/3) of the Members including Declarant who are voting in person or by proxy at a meeting duly called for this purpose and shall be levied equally against each Assessment Unit.

* We would like to provide a unified trash service. Our documents allow us to use assessments to "promote the recreation, health and safety of the residents of the Properties." A unified trash service will reduce the trash trucks from driving the community from five days a week down to one. Some board

members and community members think it would promote the “health and safety” to reduce the trash trucks as it would reduce the noise and air pollution as well as the risk of residents being hit by a trash truck. We also think that the reduction of the large trucks on our road will help the “maintenance of ... public or private streets within or abutting the properties...” Do we need to amend our documents to allow us to provide a unified trash service or does this language give us the leeway to provide a unified trash service?

A. Special assessments are to be used to maintain capital improvements and operating deficits, not for trash. Declaration would need to be amended requiring a 2/3 vote to change the language.

Q 5. Article X, Section 7:

Section 7. Registration by Owner of Mailing Address. Each owner and first mortgagee of a Lot and each insurer or guarantor of a First Mortgage, shall register his mailing address with the Association, and except for monthly statements and other routine notices, all other notices or demands intended to be served upon an Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. If an Owner has not registered a mailing address it shall be deemed to be the address of the Lot. All notices, demands, or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by certified mail, postage prepaid, to _____ until such address is changed by the Association.

* “Except for monthly statements and other routine notices” - Can we interpret notices for meetings to increase the dues as a routine notice? We have been trying for at least 6 years and have yet to send anything certified mail so it almost has become a routine to try for a vote. Also, our documents spell out our ability to do a shrinking vote with special meetings as if it is just a matter of business.

A. CCIOA (Colorado Common Interest Ownership Act) Law says homeowner meeting notices can be sent regular mail.

Q. 6 We still need to change language in our documents which requires yes votes from 51% of the community to pass. Do you see better success with attempting to change smaller parts or with the wholesale changes we need to get done if we need to go to a vote to make necessary changes?

A. It is easier to do a surgical amendment rather than to change the full document.

Q. 7 What kinds of things get challenged in what we are trying to endeavor with a financial increase? What pitfalls do you suggest we can avoid?

A. Everything can be challenged. Make the process as clean as possible; don't cut corners on procedure.

Q. 8 Can you explain the long and legal process of what happens if we can't get a monetary increase? I believe that if we go bankrupt we go through a long and expensive process involving a conservatorship, but I am very fuzzy on the details. Does the HOA dissolve and how expensive can this become? Do we still have to pay for the infrastructure fixes and also divvy out the legal bill? Am I right to explain to the community that fixing the budget now is drastically cheaper than not fixing it?

A. Going bankrupt, which would help get rid of debt that is already due, due to the inability to pay basically changes the declaration by a judge and costs a lot more money than getting a monetary increase via a vote.

Q. 9 What happens if the fence falls down and we have no money to fix it – Is there a way to force through an emergency increase involving courts? If this involves courts, is it safe to assume it gets the added court bill?

A. The board can ask the court to appoint a receiver (at 5 times the rate), thus putting the community into receivership. Both bankruptcy and receivership would result in a raise in HOA dues plus having to pay legal fees.

Q. 10 What happens when the Reasonable Accommodation Policy waives from the HOA's declaration? Can the board notify neighbors when a request for Reasonable Accommodation has been made?

A. No, neighbors cannot be notified. Such a request is treated as an ACC request. It is not "rubberstamped"; accommodation is made if it is reasonable.

Q. 11 Article 6, Section 12: Sub-leaser asking for roommate on Nextdoor social media. Is this a violation?

A. Yes, it is a violation. A letter should be sent explaining what the declaration documents say on subleasing.

Q. 12 Community Outreach: What is the liability of the board for connecting people within our community.

A. We can write a disclaimer stating we are not liable.

Q. 13 Comcast line on Community property on Crestline Circle: We have contacted Comcast numerous times requesting the line be buried due to the danger it poses for our children and pets and been promised that it would be taken care of.

A. We can send a notice that if the line is not buried we will disconnect it.

Q. 14 Please recap financial advice given.

A. Things we can/should do:

1. Amend CPI issue to Denver/Boulder CPI.
2. Can do a one-time assessment.
3. Amend declaration to say board knows best. This law has been in effect since 1992 and about half of all HOA's use it. It allows the budget to dictate dues. (One homeowner suggested a marketing campaign that declares this would empower elected officials to decide the budget.)

Q. 15 Declining Quorum: How many meetings will this take? Can we start collecting proxies before we have an actual meeting date? Can we hand-deliver the notices?

A. We must have meetings within 60 days of each other. It is not illegal to collect proxies before we have an actual meeting date. We can hand-deliver the notices.