

CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION

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Meeting Minutes from CASC Meeting on July 18, 2019

In attendance: Sue Wallace – POA Compliance Coordinator/Secretary; Committee Members Matt Barker, Susan Duffy, Elise Meier, Debbie O’Hagan, Mark Ewing.

We welcomed Susan Duffy and Elise Meier to CASC-thank you both!

Motion carried to approve minutes from June 6, 2019 meeting.

Next meeting will be our regularly scheduled standing meeting on August 1, 2019.

We discussed using the **Template for Amended Covenants** shared with us by Beth Appleton, CBS legal counsel. We agreed that we will modify this language, and insert language from the current covenants that we’d like to maintain or revise.

While Beth removed all references to, and didn’t share the identity of, the HOA for whom she prepared the template, certain language indicates that it was written for Buckhorn Ranch. Mark suggested that we gain some input from Buckhorn residents about sentiments regarding their covenants. **MARK-CAN YOU START THIS CONVERSATION WITH YOUR FRIEND AT BUCKHORN? CAN THEY PROVIDE ADDITIONAL RESIDENT CONTACTS?**

We paused the discussion to allow Dan Fitzgerald, community member, to introduce himself and speak. He is interested in the CASC’s work primarily as the owner of a small camper with no place to store it off-site. Current covenants do not allow the parking/storage of campers “capable of habitation”. Sprinter vans and VW Eurovan pop-ups are allowed, but his camper, which is a tow-behind camper about the same size as a small Sprinter van, is not allowed. He is questioning what appears to be an arbitrary interpretation/definition of “capable of habitation” and is interested in contributing to the discussion about and revisions to Covenant 7.00 – Temporary Structures Prohibited, in which this language appears: “No trailer capable of habitation or containing living quarters shall be parked on any lot or street governed hereby for more than one consecutive overnight period...”.

We looked to current Covenant 1.01-5, which defines a “ ‘Residential Unit’ as a living quarters or a dwelling designed to accommodate a one-family unit and containing at least one bedroom, one bathroom, one living room, and one kitchen.” Could this definition serve as our legal definition of “capable of habitation” in the new covenants?

Susan added that the Dos Rios subdivision in Gunnison allows campers and requires them to be licensed and road-worthy. No broken-down heaps allowed.

Dan is among many camper owners in CB South who feel this way, and Elise suggested we use every possible method to communicate with the community to ask for input: emailing the POA’s member database, POA newsletters, posting on POA’s Facebook page, word of mouth, in addition to the required, but not largely read, meeting announcements in the legal section of the CB News. Debbie suggested we post a banner at

Teocalli and Cement Creek roads announcing the CASC meeting dates and the topics to be discussed. She suggested we consider installing a permanent marquee at this location, similar to the Center for the Arts' marquee in town, for community announcements. Great idea! Sue will share this with Dom to see what could be done.

We agreed to discuss campers at the Sept 5, 2019 CASC meeting, so in advance of this meeting we will need to prepare some discussion framework, issue a community survey via email - and communicate the results, to the community about campers, and publish an email address for accepting comments-something like info@cbsouth.net, or covenants@cbsouth.net.

Next, we turned our discussion to the review of Covenants 1, 2, 3, and 8.

Covenant 1.00 – Definitions

We are integrating into the new document some of the definitions in the current covenants:

1.01-5 – Residential Unit

1.01-6 – Cluster Development

Other and additional definitions in the Template suffice, so we will eliminate all other sub-items under Covenant 1.00.

Covenant 2.00 – Improvement Committee

This covenant has become what we now call the Board of Directors and the Bylaws. We are in agreement that most of this language should be eliminated from the new document, as more, and more current definitions, are provided in the Template.

Eliminating this language would also eliminate the need for Amendment AB (Feb 11, 2004), which amended Sections 2.02-4 and 2.02-5. Amendment AB appointed a sub-committee to carry out the duties of these two sections. This sub-committee is now the Design Review Committee, for which there is a definition in the Template.

Covenant 3 – Maintenance Fund

This covenant has become what we now consider assessments and dues. The Template addresses "Assessments" and non-payment of assessments in Articles 16, 17, and 18, and our homework for the Aug 1 meeting will include review of these Articles to make sure they adequately and correctly state how annual dues are spent. More description below, under "Homework".

A tangential discussion started when Mark asked about the process for raising dues. Our understanding is that staff and the Board collaborate on the budget development, with one of the income line items being "Assessments/Dues". If the Board determines that a dues increase is warranted/needed, it is included in the draft budget and presented for approval to the community at the annual owner's meeting in August. There isn't a provision for public input to the budget, and so Mark is questioning if the current model is acceptable to the community now. While the idea of nearly 950 property owners all commenting on budget development sounds inefficient and awful, he is raising the question of the Boards' essentially exclusive domain over how dues are spent. **Is this an issue we want to raise with Dom and the Board as part of our work?**

Covenant 8.00 – Animals

There are nine amendments regarding animals in CB South. One is general regulation of animals (A), seven are specific to dogs (D, E, F, G, K, W, Z), and one regulates horses in CB South (I). All of these amendments are

really resolutions made by either the CBS POA Board of Directors or the Board of County Commissioners, and none of them were put to a community vote, which could challenge their legitimacy.

The group agrees that we can select and draft Template language that is specific to dogs and cats, other pets, horses, and then state our adherence to Gunnison County's regulations regarding animals. Homework described below.

Homework for August 1, 2019 meeting:

1. Mark-please query your Buckhorn contact about covenant sentiment, and pursue similar comments with any other Buckhorn residents. Let the group know if we can help with this effort.
2. Sue-discuss with Dom the possibility of a central marquee and/or the ability to post banners at Teocalli and Cement Creek roads for community notifications.
3. Sue will draft a community survey about campers and send to group for review prior to publishing.
4. **All-review Template and provide comments to Sue by July 29 for:**
 - Article 2 -Definitions (we're *not* using Roman Numerals for this review): is this list complete? Accurate? Relevant? Please review these definitions closely and make comments when you have questions or further research is necessary. Did I integrate into Article 2 what we wanted to keep from current Covenant 1.00?
 - Article 13 –Animals: Please suggest specific language for dogs and cats, horses, and other pets. Sue will explore the animal rules and regs at Gunnison County, and if applicable, add a statement to Article 13 that acknowledges that CB South follows these regs.
 - Articles 16, 17, and 18 –Assessments
Since much of the language in current Covenant 3.00 is to be eliminated, is it possible to simplify and consolidate these three articles, or should they stay separate?

Attachments:

- Template for Amended Covenant** document updated to July 19, 2019
- Cheat Sheet for Covenants and related amendments