

**MINUTES OF THE BOARD OF DIRECTORS REGULAR MEETING
OTTER POND HOMEOWNERS ASSOCIATION, INC.**

April 14, 2020

[revision 0]

***Note:** this virtual meeting was held via Zoom*

Present: Lois Sailors, Charli Oswald, Tim Heavers, Roy Anderson

Meeting called to order at 3:40 pm.

Minutes: Minutes from the March 10, 2020, OPHOA Board Meeting were approved.

Committee Reports:

Social — on hold due to the COVID-19 virus.

Pond — no report; however it was acknowledged that the water level is low.

Other Committees — no reports

Unfinished Business:

Community Snow Removal — No snow!

Tennis Court — Tim has paid ½ the invoiced amount for the resurfacing project (see last month's Minutes) as agreed... work will start as soon as the weather is consistently above 55°F (probably in May).

Boat House — no update (stay tuned).

New Business:

Financial Reports — Tim presented a "healthy" financial report. Budget on track. No monies moved from Reserve Fund at this time.

Covenant Review — Tim presented the updated version of covenant changes. There was one typo corrected. The cover letter also had one minor change made. The Board agreed the ballot should be emailed (with the noted changes) on April 15, requesting all homeowners to return their votes by May 1st. The cover letter and ballot are attached.

Non Compliance Issues — two street parking issues were noted; Lois will send letters. Also, it is "weed season" and everyone is asked to start attacking their weeds now!

Next Meeting — Next month's meeting will be Tuesday, May 12th at 3:00 p.m. **on Zoom**

The meeting adjourned at 4:10 pm.

Special Note: Q&A notes recently prepared by Kathy Heavers (mostly regarding the Pond) is attached as an FYI.

—Minutes submitted by Roy Anderson, HOA Secretary

Recent questions and the answers below:

Water...

“I’ve NEVER seen the Pond this low! When are we getting water?”

“The canal has water. Why doesn’t Otter Pond have water yet?”

“When will the water start running through the ditches and into Otter Pond?”

The man who has the answers to all these questions is Otter Pond resident and our ditch “guru” **Tadd King**. Tadd has been communicating regularly with our Uncompahgre Valley Water Users Association (UVWUA) ditch rider who has shared the following:

- Farmers get the water first which is why the canals fill first.
- Otter Pond is deemed a “second tier” ditch, so we don’t get water until UVWUA gets to us.
- UVWUA initially thought we would have water around April 20th. Then they got back to Tadd and said they might be ready April 10th. Unfortunately, they discovered a leak upstream from us, and now the date of arrival has been set back one week.
- Presently, you can expect water around April 20th.
- Last year we got water on April 20th.

Midges...

When are we spraying for midges?

As you may recall, last year Otter Pond resident **David Beard** went door to door and organized a neighborhood effort to spray for midges. Homeowners were contacted individually regarding their interest, and individual homeowners were responsible for paying. David lined up and communicated with Bug B Gone.

Unfortunately, a some people never paid their bill. So this year’s answer is: if you are interested in spraying for midges, you will need to take care of making arrangements yourself.

Fish...

When are the fish coming?

Mark Bollinger, head of the Pond Committee, has been communicating with Dan Sherwood regarding this year's delivery of fish to Otter Pond.

We are set to have 1000 cutthroat trout delivered around **11:30 a.m. on Monday**, down by the spillway.

Want to see how you pour 1,000 fish into a pond? Any who want to watch this process can come and welcome our new residents! ***Social distancing rules will apply.***

Storage Sheds...

Several residents have asked about adding a storage shed on their property.

Answer: You can have a storage shed on you property in Otter Pond, BUT...

- It must be approved by the Otter Pond Architectural Review Board (ARB) just like any other change to your property's exterior or landscape (email **Janene Beard**, ARB chair, at beardclan@gmail.com)
- “The roof pitch, siding, color, roofing, placement on the lot and architectural design must be compatible to the residence.”
- “No outbuilding may exceed fifty percent (50%) of the footprint occupied by the residence.”

Please refer to otterpondhoa.com> documents>covenants>pg. 12

Guests...

“My friend wants to use the tennis court. Is it okay?”

“Some of the kids we know in town want to come paddle board. Is it okay?”

“My buddy heard you stock the pond and he wants to come fish. Is it okay?”

Recently there have been some questions regarding guest usage of the tennis court and the pond.

The answer is: You may have guests, but **YOU MUST ACCOMPANY THEM** when using the tennis court or being on or around the pond. Liability is always an issue.

Numbers are also an issue. As you can tell, we have a lot more foot traffic

through our subdivision now that number of homes in our area is increasing. The amenities of our subdivision are definitely being discovered and liability has got to be a top consideration for all of us.

If you see non-residents using the tennis court or on or around the pond and they are not accompanied by someone who lives in Otter Pond, please inform them of the liability issue and politely ask them to leave. Many of us can share stories of paddle boats taken from the marina in the middle of the night or young kids daring each other to swim from one side of the pond to the other or... All non-residents...All liability issues.

Rocks...

We keep hearing, "Please remind your kids not to throw the rocks in the pond". Why is this such a big deal?

Answer: The rocks are needed to stabilize the bank of the pond. If they disappear or are thrown into the pond, they have to be replaced. The last time we did this, the bill was over \$800. Please remind your kids....

Children under 14...

Just a reminder that ALL children under 14 **must be accompanied by an adult** when around the pond or on the water.

Hope this answers some of your questions.
Have a...



Otter Pond Homeowners Association
1826 Otter Pond Circle
Montrose, CO 81401



April 15, 2020

Dear Otter Pond Homeowner:

Re: CC&R Amendments -**BALLOT ATTACHED**

At the 2019 Annual Meeting, one of the needs expressed was that of reviewing and updating the CC&Rs (Covenants, Conditions & Restrictions). Doing so not only keeps the covenants current and viable, but is often mandated by the Colorado Division of Real Estate (Colo. Rev. Statute §38-33.3-402) as changes occur at the state level, and as required to keep current according to the Colorado Common Owner Interest Act (CCIOA) passed in 1992.

The OPHOA Board has reviewed the covenants and is recommending approval of eleven (11) amendments to the CC&R's. Two of the proposed changes are to correct inaccuracies, two are required to meet state mandates, and others are proposed to expand areas of the covenants that are unclear or outdated. Our bylaws require approval of 2/3^{rds} majority of ALL owners for each change. **Therefore it is imperative that we hear back from all property owners.** Fortunately, your signature no longer requires notarization.

Please mark the ballot indicating yes or no for each item. Sign the form at the bottom and return by your ballot no later than May 1, 2020 using any one of the four methods below. If you do not have a full written copy of the most recent covenants (amended March, 2018), they are easily accessible under the Documents Tab of the Otter Pond Website: <http://www.otterpondhoa.com>.

Thank you in advance for your diligence in getting your response back to the board in a timely manner. We have tried to make this as easy for you as possible by offering 4 methods:

- 1) sign and mail the ballot to 1826 Otter Pond Circle Montrose CO 81401 (or)
- 2) scan the completed ballot and email to otterpondhoa@gmail.com
- 3) deliver the ballot to any one of the board members
- 4) send your responses in an email directly to otterpondhoa@gmail.com (we have a tally sheet)
(include the word 'ballot' in the subject line if using method 4)

Please have all responses to us no later than **May 1, 2020.**

Sincerely,

Otter Pond Homeowner's Association
1826 Otter Pond Circle
Montrose, CO 81401

OTTER POND HOMEOWNERS ASSOCIATION
Proposed Covenant Changes
Official Ballot

Item	Covenant Reference	Why the Change?	Current Language	Proposed Language Change	YES	NO
1*	WITTENSETH Paragraph 2	<i>Correction: There are only 85 lots, not 86 in the HOA.</i>	NOW, THEREFORE, Declarant hereby declares that all the real property described as Lots 1 through 86 inclusive,	Now THEREFORE, Declarant hereby declares that all the real property described as Lots 1 through 85 inclusive,		
2*	Article III Section 1(d) Exterior Lighting	<i>State Mandate: To protect the rights of owners against offensive and excessively bright night lighting</i>	(d) Exterior Lighting. No security or large yard lights will be allowed to burn from 11:00 o'clock P.M. to 6:00 o'clock A.M. unless approved by the Board of Directors or its ARB. Mercury and sodium vapor fixtures are prohibited. Free standing or pole lights may not exceed eight (8) feet in height above ground.	(d) Exterior Lighting: All outdoor lighting is to conform to state and local statutes. As a general rule, outdoor fixtures must provide only down lighting and light produced on a lot must stay on that lot. No security or large yard lights will be allowed to burn from 11:00 o'clock P.M. to 6:00 o'clock A.M. unless approved by the ARB. Mercury and sodium vapor fixtures are prohibited. Free standing or pole lights may not exceed eight (8) feet in height above ground.		
3*	Article III Section 1(e) Signs	<i>State Mandate: Currently our CC&Rs are not in compliance with state of Colorado Law. Currently we do not allow political signs.</i>	(e) Signs. No signs (except decorative home identification signs), advertisements, billboards or advertising structures of any kind or character may be erected or maintained upon the site within the subject property, provided, however, one sign board of not more than five (5) square feet for the sole purpose of advertising the sale, lease or rental of the building site and improvements thereon may be erected.	(e) Signs. No signs of any permanent nature may be erected on a residential lot. Temporary signs advertising the sale, lease or rental of a building site or improvements thereon may be erected. The placement of political signs on property are limited to one (1) sign per political office, candidate or ballot issue in an upcoming election. Political signs may be placed no earlier than 30 days in advance of an election or 5 days after. No sign of any kind may exceed five (5) square feet.		
4	Article III Section 1(f) – Commercial Activity – Paragraph 1 Only Paragraph 2 & 3 remain unchanged.	<i>To expand and clarify what the board has always considered to be 'commercial' rather than residential activity. The City of Montrose also considers short term VRBOs to be commercial activity requiring state sales tax licensing.</i>	(f) Commercial Activity Prohibited. No business or commercial uses may be made of the premises for manufacturing, heavy industry, or the fabrication of products by any sort of machines, provided, however, that permission to operate home businesses may be granted upon request by the ARB or the Board of Directors upon an express finding that such home business activity will not interfere with the peace and quiet of the neighborhood, increase traffic or create a safety hazard.	(f) Commercial Activity Prohibited. Otter Pond is a residential only community. No business or commercial use may be made of the premises for (but not limited to): manufacturing; heavy industry; fabrication of products; day care centers; short term rentals (less than 90 days) such as VRBOs; other small business for profit; or any other business activity that may interfere with the peace and quiet of the neighborhood or create increased traffic, noise pollution or safety hazard.		
5	Article III Section 1(f) – Unsightliness	<i>Regarding Easements. This change is to further restrict the placement of structures, trees, plants etc. on all platted easements within the subdivision. All such easements need to remain open access for routine maintenance involving the use of heavy equipment.</i>	No Owner shall erect any structure or plant any tree or shrub which will, or have the potential to obstruct, limit or interfere with the mountain, valley or other scenic view of any unit or Common Element without the written consent of the Declarant or the Board.	No Owner shall erect any structure or plant any tree or shrub which will, or have the potential to obstruct, limit or interfere with the mountain, valley or other scenic view of any unit or Common Element, nor have the potential to obstruct, limit, or interfere with required maintenance on platted easements without the written consent of the Board.		
6*	Article III Section 1(s)	<i>Our present covenants do not comply with the State of Colorado "Right-to-Dry" Law.</i>	(s) Outdoor Laundry. The hanging out to dry of any laundry, bedding or similar items is prohibited.	(s) Outdoor Laundry – The hanging out to dry of any laundry, bedding or similar items must comply with the State of Colorado Right-to-Dry Law. As permitted in that law, the HOA shall retain all rights with respect to type and placement of hanging structures and request for such must be made through application to the ARB.		
7	Article VI Section 2 – Role of the ARB	<i>The current language states that the ARB decisions are final and not appealable. The change allows for appeal to the Board.</i>	Section 2. Role of the ARB. The ARB is fully authorized in its sole discretion approve or deny applications in total or to conditionally approve with requirements for specific revisions. The decisions of the ARB shall be final and non-appealable.	Section 2. Role of the ARB. The ARB is fully authorized in its sole discretion to approve or deny application in total or to conditionally approve with requirements for specific revisions. The decisions of the ARB are to be submitted in writing to the applicant and to the board. In the event of a dispute, the matter must go before the Board and their decision is final and not appealable.		

OTTER POND HOMEOWNERS ASSOCIATION
Proposed Covenant Changes
Official Ballot

Item	Covenant Reference	Why the Change?	Current Language	Proposed Language Change	YES	NO
8	Article VI Section 3 – Membership of the ARB	The language is being modified to increase the Board's awareness of all changes being requested within the subdivision. Since the Declarant (developer) has already surrendered control to the Board, that portion of the code is no longer relevant.	Section 3. Membership and Appointment of the ARB. Until seventy-five percent (75%) of the Lots have been sold, Declarant shall perform the functions of the ARB. Declarant may voluntarily surrender this responsibility at any time but once surrendered, Declarant may not resume it. When Declarant ceases to act as the ARB, the ARB shall be a committee of the Association composed of from three (3) to six (6) persons as determined by the Board. Except during the period of Declarant's service as the ARB, it shall be appointed and replaced by the Board and the Board shall have absolute authority to remove any person on the ARB, with or without cause.	Section 3. Membership and Appointment of the ARB. The ARB shall be a standing committee of the Association composed of from three (3) to six (6) persons as determined by the Board. Members of the Committee shall be appointed and replaced by the Board and the Board shall have absolute authority to remove any person on the ARB, with or without cause. The committee will report monthly activity to the Board.		
9**	Article IV Section 3	Currently, covenants state "delivered or mailed." This change allows notices to be sent electronically using email as well as mail or delivery.	Section 3. Calculation of Annual Assessments. The Board shall fix the annual assessment for each Lot for each annual assessment period at least thirty (30) days prior to the commencement of each annual assessment period. The annual assessment shall be delivered or mailed to each Owner showing the amounts and due dates for such assessment.	Section 3. Calculation of Annual Assessments. The Board shall fix the annual assessment for each Lot for each annual assessment period at least thirty (30) days prior to the commencement of each annual assessment period. The annual assessment shall be delivered, mailed or emailed to each Owner showing the amounts and due dates for such assessment.		
10**	Article VII Section 3	Currently, the covenants permit only regular mail or delivery of the budget to all lot owners.	Section 3. Budget Process. Within thirty (30) days after adoption of any proposed budget for the subdivision, the Board shall mail, by ordinary first class mail, or otherwise deliver a summary of the budget to all the lot owners	Section 3. Budget Process. Within thirty (30) days after adoption of any proposed budget for the subdivision, the Board shall mail by ordinary first class mail, email, or otherwise deliver a summary of the budget to all the lot owners		
11**	Article IX Section 11 – Notices	Currently, the covenants allow only the use of regular mail.	Section 11. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as such Owner of the records of the Association at the time of such mailing. Each Owner shall keep the Association informed of any address changes.	Section 11. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, emailed , or delivered to the last known address of the person who appears as such Owner of the records of the Association at the time of such mailing. Each Owner shall keep the Association informed of any mail, email, or phone contact changes.		

* **Note: Item 1 is a correction; Items 2, 3 & 6 are changes that must be made in order to comply with current State of Colorado Law.**
 ** **Items 9, 10 & 11 All deal with modifying our CC&Rs to include email as a valid method of contact and notification.**

Date: _____ Printed Name _____ Address: _____ Signature: _____