

Meeting Minutes

Location:

Google Meet video teleconference

Agenda:

- Call meeting to order @ **6:03pm**
- Review/Approve Previous Board Meeting Minutes by Tim Cerniglia and John Christiansen. VP Christine Mohr was not present to Approve
 - Previous Board meeting was 8/30/22
- Open/ongoing Business
 - Budget Review - *current financial status by John Christiansen with no Real changes from last months meeting*
 - End of summer, lot mowing update - John Christiansen updated group with status of mowing to be performed next on (4) lots and Briargate Pkwy. A few owners have contacted Teague to arrange Mowing directly.
 - ACC properties being reviewed - *status provided by Clint Guthrie with no new issues or discussion items*
 - Notices of Violation *were discussed by Tim Cerniglia and was reassured by the violator that there would be no further violations of ATV Use.*
 - Multiple complaints about ATV use in the neighborhood (Covenant ref para 14 (Nuisance))

14. NUISANCE: Nothing shall be done or permitted on any Lot which may be or become an annoyance or nuisance to the neighborhood. No noxious, noise polluting or otherwise offensive activities or commercial businesses or trades shall be carried on upon any Lot. Any exterior lighting on any Lot shall either be indirect or of such controlled focus and intensity so as not to unduly disturb residents of adjacent or nearby property. Electronic devices (radios, televisions, stereo, etc.) shall not be operated at any time at volumes which are audible from other Lots.

No motorized trail bikes, minibikes, motorcycles, all-terrain vehicles (ATVs), snow-mobiles, or other such noise-causing vehicles shall be operated within HP3, except licensed motor vehicles on public roads or on driveways. No activity shall be permitted which will generate a noise level sufficient to interfere with the quiet enjoyment of the persons on any adjoining or nearby Lots.
 - Legal support to HP3A Board of Directors
 - Review proposal from Moeller-Graf - Tim Cerniglia review scope of services proposed by Moeller Graf and the benefits of retaining their services. Commitment to \$99 per month was a (1) year contract, but would also assist the HOA in revision of the outdated covenants and possibly enforcement as necessary.
 - Recommend moving forward with 12 month contract - Tim Cerniglia and John Christiansen waited until the end of the meeting to see if Vice President Christine Mohr would be available to vote, but ultimately voted without her as both in favor of proceeding with the 12 month contract for legal assistance from Moeller Graf.
 - Vote on HP3A sign policy - Tim Cerniglia decided to shelf Sign Policy vote until November Annual Board meeting as there was no immediate need for revision.
- New Business
 - Annual HP3A owners meeting (need to hold prior to Thanksgiving if we hope to get a quorum)
 - Venue was proposed to be the Rawhide Offices conference room. 7:00pm-9:00pm on Tuesday, November 15th, 2022.
 - Suggested covenant changes (see end of minutes) - goal is to bring changes forward for a vote at the annual meeting, but a vote may need to happen in December if we cannot complete the updates in time.
 - Board of Directors election
 1. Bylaws recommend staggering elections to avoid too much turnover
 2. VP Election last year

3. President this year. Fyi, Tim will not be returning to the Board in 2023. - **Need to Notify all owners of open President Position and Vote for new President to take place at Annual Meeting. Plan is to have new fill position by January 1st. Tim Cerniglia will assist in transition and position duties.**
 - **Water Meter Readings due 10/31.** Report readings to info@hp3a.org. The Board will consolidate our readings and report them to Highland Park Association as well as the Water Commissioner since HPA refuses to submit our readings.
 - **Community Meeting:** NES, working for Classic Homes, has scheduled a community meeting
 - When: 10/6/22, 6-8pm
 - Where: 9475 Grace Church View, Falcon, CO 80831
 - The purpose of the meeting is to discuss the proposed high density development bordering Poco Rd and HP3. This development will have a direct and lasting impact on the community by adding 450 dwelling units (mostly apartments, condos, and high density housing) to what is currently an RR-5 zoned large acreage area.
 - The Board encourages everyone to attend who is capable of attending. If unable to attend, you can send feedback/questions to jshagin@nescolorado.com
 - Remember, if you speak, speak calmly, offer solutions you feel would be acceptable, remind them that you bought property in HP3 to escape the city...and their proposal is to build the city next door to us.
- Discussion - other new business - **No new business mentioned by attending members. It was requested to discuss the details of proposed covenant changes, but Tim Cerniglia asked that the individual email him her suggestions.**
- Schedule Next Board Meeting - **Next Board Meeting was proposed for November 15th or 16th, but Tim Cerniglia will confirm availability of venue and send out confirmed time and date to all HOA members.**
- Adjourn **Meeting @ 6:29pm**

Recommended Covenant Changes below. Once we secure legal support, the Board will work with the legal team to update the covenants to incorporate CCIOA statutory changes. This will add to the list of changes members will vote on. Any of the following could be removed or modified if they do not comply with CCIOA. Consider this a second draft that targets particular covenants.

1. **Covenant 2, Building Type and Use:** Add the following statement: *"Barndominium style homes and steel buildings are not permitted in HP3A."*
2. **Covenant 2, Building Type and Use:** Amend as follows: *"No structure shall be erected, altered, converted, placed or permitted to remain on any Lot other than one single-family dwelling, and one accessory building for storing vehicles and equipment (~~utility sheds are prohibited~~), in keeping with the architecture of the principal residence, provided that such are not used for any commercial purpose, and subject to approval by the ACC, and the appropriate governmental building department. Outdoor playground equipment may also be permitted as approved by the ACC. Homes shall generally not exceed two stories in height; however, the ACC in its sole discretion is empowered to make exceptions based on site location, home appearance, or aesthetics. Structures shall not exceed thirty (30) feet in height, measured from the highest point on the building to the average grade level. Also, a reasonably sized area of lawn, garden and/or trees, not to exceed a combined area of 5,000 square feet, may be planted around the house and irrigated."*
3. **Covenant 3A, Residence:** Amend as follows: *"The finished enclosed above-grade living area of any dwelling, exclusive of a garage and porches, shall not be less than 2,200 square feet for a one-story dwelling. For a dwelling of more than one-story, the ground floor finished living area shall not be less than 1,700 square feet, and not less than 2,800 square feet total, allowing for finished living area on the upper floors added to the main living area. Generally, if any portion of the structure is below grade, that portion will be treated as below grade square footage; however, in its sole discretion, the ACC may treat bi-levels or houses with*

garden/terrace/walkout basement entrances on one or more sides as single or multistory buildings depending upon their appearance, size, location and amount of finished interior space. A two-story dwelling is defined as finished square footage above the ground level which is greater than or equal to 50% of the total finished square footage of the ground level. Homeowners may modify the interior of their homes without ACC approval to make use of available roof space for lofts, balconies, and bonus rooms as long as these do not alter the approved exterior elevation of the home. Interior modifications which change the approved exterior elevation (e.g., adding windows, building an addition, changing the roof line, other exterior elevation changes) require ACC approval before the start of construction (see also: Paragraph 8D(1)).

Attached garages are required for all houses, and shall be of size to fit not less than three full-sized cars (home plans that have steps from the garage to the house that preclude a full sized car, approximately 20 feet long, will not be approved). Doors shall normally be kept closed for security and appearance, and all vehicles parked inside, except as provided in Paragraph 20. Garages shall typically face the side or rear of the house, and shall not normally open toward the street where the driveway originates. Oversized garages with extra stalls are recommended as economical and practical shop and storage space for the extra equipment and vehicles which people often have. Outside parking of recreational vehicles (boats, RV's, trailers, etc.) is not permitted. Garages will be designed, where possible, to appear as part of the house.”

Homeowners on style-restricted lots (Paragraph 9P) may request ACC approval to deviate from the style restriction if the homeowner has requested and received approval from El Paso County to do so. The ACC shall approve deviations from the style restrictions in this situation.

4. Covenant 3B, Accessory Buildings: *“Accessory buildings shall be not less than ~~400~~ 150 square feet, nor more than 1,000 square feet in size. They shall have pitched roofs, be architecturally designed, have a concrete foundation, and be of similar roofing and siding materials and colors to complement the main house. Accessory buildings shall normally be to the rear or side of the house. Accessory buildings may not be constructed on a lot prior to the house, but they may be constructed simultaneously. Only one accessory building is permitted which ensures there are only two (2) structures on the lot. The ACC may alter the site location or deny construction if, in the opinion of the ACC, the proposed site location or accessory building height would unduly interfere with adjoining Lots as to view, proximity of construction, the natural growth or terrain, or cause other potential interference with existing or proposed construction on adjoining lots.”*
5. Covenant 9C, Color: Strike the following statement *“~~White, blue and yellow homes are generally not permitted, so buyers contemplating exterior colors in these shades should seek ACC approval prior to purchasing their Lots or building their house.~~”* Replace with *“Bold colors such as blue, yellow, pink, green, or purple are generally not permitted. White is an allowed color as long as other exterior materials requirements (e.g., masonry) are satisfied. Buyers contemplating exterior colors involving bold colors should seek ACC approval prior to purchasing their Lots. Homeowners contemplating repainting or re-roofing their house must seek ACC approval for any color changes. ACC approval is not required for roofing or paint repairs resulting from hail/weather damage as long as the new roof and paint colors are consistent with the previously-approved color palette for the home. However, if the homeowner decides to paint the home a new color, change the roof style or color, or make other changes to the exterior appearance of the home, ACC approval is required.”*
6. Covenant 9B, Facing/Siding: Add the following statement. *“Steel and galvanized metal exterior siding is not permitted.”*
7. Covenant 9I, Unusual Designs: Add the following statement. *“Barndominium style homes, and any other unusual home styles which are not residential in appearance such as steel buildings, are not permitted.”*
8. Covenant 9N, Lighting and Security. Modify as shown: *“Lighting of homes and landscape features in HP3A will minimize light pollution and contribute to the pastoral nature of HP3 while balancing the security needs of*

the community. Outdoor lighting will be permitted to the extent it does not create a visual nuisance to neighboring properties. Examples of nuisance lights are those which shine brightly in all directions, shine brightly through neighbors' windows at night, or flash on and off or change colors at regular intervals. Outdoor lights will be focused downward at driveways, walkways, and entryways and not outward towards neighboring lots. Lighted entry pylon and/or driveway lights will be of a type that can be turned on and off by the property owner, and sited so as not to annoy nearby Lot owners. Outdoor lighting lights shall be turned off when not needed and shall not be left on all night. Accent lighting such as driveway pillars, eave lighting, porch lights, and holiday lights, shall be turned off or controlled by a motion sensor after 10pm when outdoor areas are not being actively used. To enhance neighborhood security, motion-sensor security lighting is encouraged. Exterior security measures such as cameras placed at conspicuous locations, video doorbells, alarm systems, and a sign from a security monitoring company, are all encouraged to deter criminals."

9. Covenant 9O, **Tree Planting**: Rename Landscaping Plans. Add the following. *"All homes are required to install and maintain landscaping necessary to recover land damaged by construction and return it to a natural state, control noxious weeds, mitigate fire hazards, and ensure lots maintain the natural look and feel of the community. An initial landscaping plan is required when plans are submitted to the ACC for new construction. Already-built homes without an existing approved landscaping plan are required to submit a plan to the ACC and complete installation of landscaping within 12 months of adoption of this covenant requirement.*

The minimum acceptable landscaping must include the following features: reseeding of property areas damaged during construction, proper grading, drainage and plantings to prevent soil erosion and runoff particularly on sloped areas of the property, a minimum 5-foot border of noncombustable materials (such as rock, brick pavers, or gravel) around all structures, and five (5) irrigated native trees that are at least 5 feet in height. Homeowners are encouraged to adopt the Wildfire Hazard Reduction strategies in Section 10 of these covenants.

If changes are made to the ACC-approved landscape plan, homeowners are required to submit an updated landscape plan to the ACC before work on the landscape begins. To allow homeowners to take full advantage of the growing season, the deadline for installation of the minimum required landscaping is 6 months for homes occupied after March 1st and 12 months for homes occupied after July 1st. Prior to installation of landscaping, homeowners are still required to comply with Paragraph 16: Maintenance or Structures and Grounds to include weed mitigation and mowing.

Planting of native and hardy trees, especially pines (e.g., Ponderosa pine), in HP3 is strongly encouraged. No ACC approval is required for tree planting. The homeowner is solely responsible for ensuring no plantings are placed on the property easement or gas easements. The homeowner is solely responsible for removal/transplanting of trees improperly planted in easements should an issue arise. Homeowners should plant trees away from structures per the Wildfire Hazard Reduction strategies in Section 10 to maintain a defensible perimeter around the home.

10. Covenant 11A, Utility and Drainage: Add the following: *"Lot owners are responsible for maintaining the easements on their property, to include mowing the grass in the easement up to the property line and the street as well as the culvert."*
11. Covenant 11B, Gas Line Easement: Add the following: *"No improvements or plantings may be made in these easements, and lot owners are responsible for mowing the grass in the easement up to the property line."*
12. Covenant 16, Maintenance of Structures and Grounds: Amend the first paragraph as follows: *"Each owner shall maintain the exterior of the dwelling and any other structure, lawns, landscaping, walks and driveways in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent. Exterior building surfaces shall be repainted periodically and before the surfacing becomes*

weather-beaten or worn off. Periodic exterior maintenance also includes repair and maintenance of gutters, downspouts, roofs, paving, lawn, shrubs, trees, other landscape materials, fences, signage and outdoor lighting. *Dead trees and other dead landscape plantings will be removed promptly so as not to become an eyesore or fire hazard.*

13. Covenant 16, Maintenance of Structures and Grounds: Amend the second paragraph as follows: “Owners shall mow their Lot regularly, ~~and in particular in late August or early September whereby a one-time cutting will~~ to maintain a park-like appearance throughout the year ~~fall, winter and spring~~ and reduce danger of wildfire ~~and maintain a park-like appearance of HP3~~. Lots with weeds in excess of 12” high are considered to not be in compliance with this covenant. The HP3A will publish and enforce a mowing policy establishing expected mow-by dates, enforcement, and opportunities for homeowners to cure overgrown lots. Any owner who fails to ~~mow~~ bring their lot into compliance prior to September 30 of each year hereby authorizes the HP3A to perform or hire such cutting done, and agrees to pay for the actual cost of such cutting, plus an administrative fee of ~~\$100.00~~ \$300 to the HP3A for arranging the cutting. Payment shall be made on or before fourteen days after the owner is billed. If payment is not so made, the HP3A shall have the remedies set forth in Paragraph 26 of these covenants.”

14. Covenant 17, Signs: Amend to read as follows: “All displayed signs larger than a temporary 24x36” bandit yard sign ~~displayed~~ must be first approved in writing by the ACC. Yard signs are limited to one sign per topic, candidate, or issue. Signs promoting candidates or issues may be placed out 45 days prior to an election (primary or general) and must be removed within 7 days after the election. Signs must be placed clearly within the property line and may not be placed in the easements or curbside. HP3A is empowered to remove signs placed at intersections and in common use areas. This covenant does not preclude the display of reasonably sized builder or real estate signs not to exceed approximately six (6) square feet in size which do not require approval by Declarant or ACC. Declarant or ACC reserves the right to make exceptions to size requirements, or to require modification or removal of any signs deemed not in keeping with the area and subdivision decor. In addition, the Declarant reserves the right to place signs on any Lot in the subdivision as Declarant deems necessary for safety, traffic guidance, instruction, etc, and purchasers of Lots in Highland Park agree thereto.”