

## **Proposed motions for 2017 CTHOA Annual Meeting of Membership (Feb. 7, 2017)**

Submitted by Randy Doriese – CTHOA Secretary

Hereafter, “CTHOA” refers to the Centennial Trails Homeowners Association. “Board” refers to the Board of Directors of CTHOA. “Membership” refers to the Members of CTHOA. “Covenants” refers to CTHOA’s “Declaration of Covenants, Conditions and Restrictions of Centennial Trails” as recorded on Dec. 23, 1983. “Bylaws” refers to the “Bylaws of Centennial Trails Homeowners Association.”

Motions:

- 1) *The Membership hereby affirms that CTHOA should continue its longstanding practice of using CTHOA funds to pay to clear snow from the privately owned sidewalks that run along Centennial Trail.*

Discussion of motion #1:

CTHOA is required to clear snow from the HOA-owned sidewalks (along 55th St. and the connectors between our street and the bike path). CTHOA is *not required* to maintain privately owned sidewalks, but has in the past *chosen* to clear snow from them.

In February, 2016, CTHOA changed snow-removal companies. Previous to this, CTHOA paid a per-storm charge to clear the HOA-owned sidewalks and a flat rate per year to clear the private sidewalks. The new company, Prop Maintenance (PM), has a different fee structure: \$250 per storm for the HOA’s sidewalks (somewhat lower than before) and \$250 per storm for the private ones (higher than before assuming more than 5-6 storms). Thus, the total cost for snow removal is anticipated to be higher if CTHOA pays to clear the private sidewalks.

The Board is in favor of continuing this practice, and has signed a contract for the 2016-2017 winter season to this effect. However, because this does not benefit all Members equally, we feel it is good practice to get the blessing of the Membership.

Even if this measure does pass, Members are hereby advised that they still maintain ultimate legal responsibility for their own sidewalks. City code states that snow/ice must be cleared within 24 hours of the end of a storm, and there is no minimum amount of precipitation below which a property owner can ignore this responsibility. You can be fined by the city for noncompliance. You are liable if someone is injured on your property because you did not clear snow. To keep costs in check, CTHOA’s contract with PM states that PM should clear snow only if it is 3” or deeper. The Board will do our best to send out an email blast soon after a storm if the totals are close, stating whether or not PM will come. If you are out of town, you should not rely solely on CTHOA/PM to clear your sidewalks. Our advice is to make arrangements with a neighbor as needed.

- 2) *Whereas the Board has determined that the Covenants and Bylaws are not fully in compliance with modern Colorado law and whereas recommended best practices are to have these types of documents reviewed every 10 years; the Membership hereby empowers the Board to undertake a legal review of our Covenants and Bylaws. CTHOA may incur legal expenses as part of this process. The Board shall form a committee of interested Members to help with this review. The goal will be to understand what in our documents needs to be updated and what costs would be associated with various options to amend, rewrite, or replace these documents.*

Discussion of motion #2:

Colorado law has changed in the time since the formation of CTHOA. The Colorado Common Interest Ownership Act (CCIOA) now governs how HOAs can be run, what their documents can/must say, etc. CCIOA overrules CTHOA's documents (Articles of Incorporation, Covenants, Bylaws, Plat) where they conflict. CTHOA's documents are now 30 years old. They are due for review. We anticipate a multi-year process to amend or re-write them. This motion addresses the first step.

- 3) *The CTHOA membership dues for the 2017 fiscal year shall be raised from \$475 to \$500 per lot.*

Discussion of motion #3:

The Board has decided to have Torii, our landscape-maintenance company, take a more active role in the care (weeding, pruning, planting) of the HOA-owned green space just West of 55th St. This is to augment the efforts of a small number of long-term volunteers who have done this work for CTHOA.

In addition, if motions #1 and #2 pass, we will have increased snow-removal and legal costs.

The Board deems this increase to be necessary to keep up with these and the rest of CTHOA's expenses.

- 4) *The Membership hereby directs that the Board shall pre-approve, by a majority vote, all CTHOA expenditures. This applies to expenses paid directly by CTHOA to vendors and to expenses incurred first by Board members or other CTHOA Members that are then reimbursed by CTHOA. The Board may deny reimbursement of expenses that are not pre-approved. Recurring expenses (such as electricity, water, mowing and other landscaping, and snow removal) need only be re-approved when there is a new service to be signed up for or a new contract to be negotiated. The Board shall decide what information is needed to pre-approve an expenditure. All new expenditures approved at a Board meeting shall be recorded in the minutes. All new expenditures approved by the Board via email shall require at least three affirmative votes and be recorded in the minutes of the next meeting.*

Discussion of motion #4:

This motion is part of an effort by the Board to modernize CTHOA's procedures to allocate and spend funds. Presently, our documents require that checks be signed by two Board members (very few of our expenditures are now made via paper check). Other than the requirement of two signers of paper checks, there seems to be no other rule or regulation to define how the Board approves expenditures.

Without this motion, hypothetically two Board members could, by both signing a check, effectively circumvent the will of the other three Board members. By this motion, such an action would be disallowed.

In addition, this motion makes clear that anyone who wishes to be reimbursed by CTHOA after spending his/her own money should get prior approval from the Board. This will have practical implications, for instance, in the planning of the spring cleanup – the organizer(s) will need to work with the Board to pre-define expenses.

This motion does not amend Bylaws or Covenants; rather, it is a stand-alone resolution.