

July '23 HOA Board Meeting NOTES  
7/10/23 Via Zoom at 6:30 pm

Board Members - all present.

- Gregg Missbach, (2024) President
- Bonnie Prushnok, (2025) Treasurer
- Karen Ramon, (2025) Secretary
- Laurie Riedeman, (2024) Member at Large
- Kristin Caldwell, (2024) Member at Large

Property Manager: Al Orendorff, Trio Property Management. James Fazio, assistant.

Owners in attendance: Matt Hise, M.Hill, Kellen Lask, Paige Moriarty

**6:30 Meeting Call to Order - Gregg**

**6:32 Approval of June Board Meeting Minutes and Agenda additions - Gregg**

Bonnie: correction Western Cut did the tree cutting; *Davies Tree Service* does the inoculation.

MOTION: to approve June minutes as amended . Gregg motioned and the approval of the June minutes passed.

Report on Board activities subsequent to June meeting. - Gregg

- We had a budget working meeting on 6/22/23.
- Karen got registered at the bank to sign off on checks for the main operating account.

Additions to agenda:

- Parking beside 925 (Karen)
- Board roles (Karen)

**6:35 Manager's Report - Al**

At end of June: \$26K in operating account; 39.9K as of today.

Under \$43K at end of fiscal year June 2023.

- We still need to make a couple of payments to GreenPoint Roofing (2021 Roofing project).
- Insurance - the proposed '23-'24 budget was projected to be 57.3K. The actual cost for the year is 63K or if paid in full will be 60K. Al asked Farmers for a quote. We don't have to act until 8/12/23.
- Unit 967 - Streamline Plumbing indicated there's an issue with the drain pipe in BLD 13 - Drain Away confirmed there is a small seepage from the sewage drain pipe (30ft) due to a crack. Estimated \$7.6K expenditure assuming they can connect to PVC pipe. If they have to dig outside of the building then it will be more.
- Unit's 909 and 911's dividing wall has deteriorated and needs to be rebuilt in preparation to Building 2 being painted. Sore Thumb has estimated from \$1,000 to 1.2K to repair.

- BLD 14's painting had some mistakes. The wrong color was applied to the garage doors, the fence and the trim. To switch out the trim/garage doors, H3 has bid \$2,900. Two residents like the trim as it currently is. They'd like the garage doors dark. Motion: Paint the colors to what they should be as planned -garage door, fence, trim. Gregg/Laurie: 5-0.

Fencing:

- East Property line: Starting later this week.
- Garret asked to note 3 wobbly fence posts to be fixed. (Split rail fence around property)
- Unit 919 - fence gate won't close now and is wobbly.

James: painting update on BLD 2 will start Wed 7/12 morning. Meeting with H3 there at noon to do walk through on BLD 2. Get color switching squared away on BLD 14. Delay was due to 2 diff painting crews on BLD 15 & 14. We liked the BLD 14 crew best and want them for BLD 2. Recheck colors on BLD 2 the same Gray as BLD 14.

Unit 985' correct garage door was not delivered yet but should be here soon. It will need to be painted the correct color.

Gregg: As new information had been received regarding new expenses for the **2023-24 BUDGET**, Gregg opened up discussion. Al estimates that the new expenses will cost 18K to 20K. In the proposed budget, HOA fees were increased by \$15 to a total of \$300 monthly. The new information included:

- Insurance - \$60K (paid in full) + 3K over proposed budget or 63K (if paid monthly) +6K over proposed budget
- Plumbing/Drain BLD 13 - \$7.6K (capital expense)
- Painting fix BLD 14 - \$3K
- Repairs to BLD 2 - \$1.2K

This puts the proposed budget (6/22/23) at at least \$14.8K to 17.8 over.

The options discussed were

- Put off painting buildings 5 and 11 to next year reducing the proposed budget by 35K
- To cover the \$14.8K, increase dues to \$320 (an increase of 12%) to cover 13K more in the budget.
- Reduce, in the proposed budget expenditure, the rebuild/repair of two back decks to one deck. Only one deck is currently known to be unsafe. That line item would go down from 35K to 17.5K
- Pay the insurance all at once so instead of \$63K, it's \$60K

It was motioned that the proposed budget include the increased expenses as noted above, that the proposed two decks replacement/repair be reduced to one deck and that the insurance be paid all in one payment. This did not increase the proposed budget total or expenditures nor change the proposed \$15 HOA fee increase but left the proposed budget with a margin/excess of \$3,739. The Board voted on the new proposed budget and it was unanimously passed.

It was recommend to Al that a bid from Planet Plumbing might be beneficial regard the drain issue for BLD 13. Al stated that we have a bid from Streamline Plumbing but would pursue Planet Plumbing also.

REVISED RULES & REGULATIONS - Karen emailed the most recently discussed proposed R&R 6/20/23 to board/Al.

Parking Discussion:

Various member brought up the following issues:

RFL is narrow must be kept clear for emergency and commercial vehicles.

- What is to prevent an owner and his/her contractors from daily parking on the street for 18 months? That was an issue that happened and it was an ongoing hassle.
  - What prevents an owner from rotating through the guest parking every 72 hours - that's an issue that the board was trying to prevent.
- When people do need to park in guest parking or on the street - why is it a big issue? Bonnie responded:  
Cul-de-sac 1 has an issue with parking. So does Cul-de-sac-2.
- Over by 903 the guest parking is abused a ton and I often can't get contractors/guests/etc into it. It's irritating because some of the people using it are using it so they can park diagonally on their driveway that supports more than 1 car.
- Gregg: Street parking regs are fine as they are now. Guest parking residents should be able to use them occasionally, but not as their personal parking spaces.

The Board continued to review and edit the R&Rs with the proposed following as a result:

*Approved by the Reynolds Farm Condominium Home Owners Board of Directors, July, 2023.*

*These rules are intended to provide for the pleasure, safety and comfort of the residents of the Reynolds Farm Home Owners Association and their guests, and are designed to encourage a sense of community within the neighborhood.*

**Parking:** Reynolds Farm Lane is narrow and city regulations require that the street must remain clear for emergency vehicle access. The following rules are intended to ensure access for emergency vehicles and also maintain property values throughout the complex (Covenant 4.5.5)

1. Parking spaces are provided for each residence adjacent to individual homes (driveways and garage spaces) and residents are required to use these spaces as their first and primary parking spaces. If access to a space is through the drive of a specific unit, the space is assigned to that unit.
2. Guest Parking: -The designated Guest Parking spaces within our community are intended for the use of guests visiting our residents. It is important to maintain the availability of these spaces for their intended purpose.
  - Each household is responsible for ensuring that their guests are aware of the guest parking policy and are directed to park in the appropriate designated area.
  - Guests are defined as individuals who do not reside in our community/RFL and who are visiting for a limited time period.
  - Violations of the Guest Parking policy, such as residents parking in Guest spaces may result in penalties, fines or towing at the vehicle owners expense.
  - The HOA reserves the right to monitor and enforce compliance with the Guest Parking policy.
3. Except as specified below, campers, motor homes, boats, trailers and trucks with a payload capacity in excess of 5,000 pounds may not be parked in resident driveways or guest parking.  
Residents may park such vehicles within their Barn space or their driveway for routine maintenance or preparation for use, for a maximum of 48 hours. Guests traveling in

motor homes, campers or with trailer or boats may also park within the complex for a maximum of 48 hours.

4. Vehicles considered "inoperable on a public street" cannot be parked on the Association property except in a garage or a Barn space.
5. Any vehicle parked in front of a fire hydrant or "No Parking Zone" will be subject to removal.
6. No parking is allowed on grass areas at any time.

### **Rental Units:**

In cases where a Reynolds Farm Homeowner is leasing the property from another individual or agent, the owner of the property is responsible for the tenant(s).

1. The owner must provide copies of any rules, regulations and penalty policy for the tenants; and the owner shall be liable for any fines or other penalties.
  2. The owner must provide the name(s) and contact information of tenants to the Reynolds Farm Homeowners Management Company within 48 hours of occupancy.

### **Pets (Covenant 4.5.4):**

1. In accordance with Longmont Municipal Ordinance (7.04.200) all pets may be off leash on your own premises only. During all other times and in all other areas of the complex, dogs must be restrained with a leash no longer than 25 feet in length. Aggressive dogs, as described by the Longmont Municipal Ordinance, as a dog who bites or attacks another animal, or threatens a person in a menacing way, must be restrained at all times on a leash.
  - A. Dog owners must pick up and dispose of all dog feces and must regularly patrol the area around their building for any dog waste.
  - B. The owner/ resident is responsible for any damages caused by a pet. Pets of guests shall be the responsibility of the resident.
  - C. Tethering of pets or attaching a leash to a stake in the common area is prohibited.
  - D. If stray animals are found on the property, or if you have problems related to pet noise, please notify the Longmont Animal Control.

**Note:** These rules are not intended to replace any laws or regulations governing pets as published by the City of Longmont and/or the State of Colorado. This includes requirements for licensing pets, aggressive animals and maintaining control by leash for pets on sidewalks and public property.

### **Trash:**

1. Trash will be placed in the containers/ bins provided by the city only.
2. Trash containers are to be stored next to the homeowner's garage or unit in a location that does not block driveways or parking areas. If possible, homeowners are encouraged to store trash bins inside their garage.
3. On trash pickup day, trash bins are to be placed along the street near the homeowners unit and moved back to the storage site within 24 hours after pick up.

**Window Covering:** Window coverings in units shall not consist of aluminum foil, signs, sheet towels, blankets, cardboard, flags or any make-shift or non-traditional window coverings.

**Safety:**

1. Toys and bicycles are to be stored in garages or on porches overnight. Exceptions are portable basketball hoops. These hoops may be stored on private driveways next to garages or private porch areas. Toys and bikes should not be left unattended on common driveways or in guest parking lots at any time.
2. Pedestrians always have the right of way on sidewalks on Reynolds Farm Lane. Non-motorized vehicles such as bicycles, skateboards, scooters and roller blades may be used on the community sidewalks as long as pedestrians are granted the right of way. Motorized vehicles are not allowed on the sidewalks.
3. No vehicles, motorized or human powered, shall be allowed on grass areas, planters and/or non-paved areas. Exception is for lawn/ yard maintenance equipment.
4. The speed limit on Reynolds Farm is 15 mph and must be strictly adhered to at all times.
5. For security purposes, all garage doors should remain closed at all times except when cars are entering or exiting the garage space. Exception being when the resident is actively engaged in an activity requiring the door to be open.

**Signs:**

7. One "for sale" or "for rent" sign is permitted, per unit, inside a window. Two "for sale" or "for rent" signs are permitted, per unit on the common area if the sign is within 10 feet of the unit being sold or rented.
2. No sign shall exceed 4 square feet in size.
3. Sold signs must be removed within 24 hours after closing occurs on that unit. It is the homeowner's responsibility to inform their realtor/ agent of these rules.
4. Other signs announcing a special event (birth, graduation, retirement, etc.) can be posted within 10 feet of a home for 72 hours.
5. Garage Sale signs may be posted at the entrances to Reynolds Farm for a 24-hour period.

**Garage Sales:** The RFL community normally has a yearly community wide garage sale. Homeowners may hold one addition garage sales within the year.

**Balconies/ Patios/ Porches:** Balconies and patios are designed for the enjoyment of their residents.

1. Residents are responsible for keeping a neat, clean appearance on balconies/ patios, including weeds and trash.
2. Holiday lights are encouraged in the complex, but seasonal decorations should be removed 30 days after the end of the holiday season.
3. Balconies, decks and patio areas may not be used as storage areas. (Covenant 4.5.13)
4. Balconies and patios shall not be used for storage other than patio furniture and firewood (within acceptable weight limitation). Covenant 4.5.13
5. Open Flame Cooking Devices- In accordance with NFPA Uniform Fire Code, open flame cooking devices cannot be used on balconies or within 10' of combustible construction. All "open flame" cooking devices include not only charcoal barbecues, but also gas or propane barbecues.
6. Climbing plants/ vines are not permitted on the exterior of the Unit or garage unless it's growth is restricted to a trellis. Homeowners are responsible for damages done to siding as a result of any climbing plants/ vines.
7. Permanent flower boxes, containers or enclosures must have the approval of the Architecture Committee. Flower pots, planters, or any type of container used for growing plants must have a bottom liner to prevent excess water damage on deck wood.
8. Clothesline of any type are prohibited and shall not be attached to the exterior of the Unit or garage. No other type of clothesline may be set up in the exterior area.

#### **Deck Maintenance:**

1. Residents are responsible for keeping a neat, clean appearance on balconies/ patios/ decks including removing weeds and trash.
2. Rear deck structural maintenance and painted railings are the responsibility of the Homeowner's Association.
3. Entry courtyards are the responsibility of the resident/ homeowner. Such areas and/ or decks are to be maintained regularly, including periodic staining as deemed necessary. The Board of Directors conduct a yearly inspection of decks to ensure proper maintenance.
4. In the event that a unit's fenced-in deck is not properly maintained and repaired, the Association will commence with necessary maintenance work and bill the homeowner accordingly.
5. If you prefer not to stain your own deck and would like the HOA to perform the necessary maintenance, please notify the management company so we can schedule this. Be aware that any contractor hired by the HOA must be licensed and insured and consequently will cost more than someone you hire.

**Antennas:** Homeowners must submit a written ACC (Architectural Change) request to

the HOA management company or Board for final approval before contracting services requiring installation of satellite dish antennas or any other antennas.

1. Homeowners shall take full responsibility that their dish installation will not impact, degrade, damage or otherwise compromise the building structure or siding when installed or removed from the unit. Homeowner is responsible for repairing any damage that is caused by the installing contractor, or the installation itself.
2. Dishes shall not be installed on roofs due to potential for leakage.
3. Installing contractor shall use appropriate sealant when affixing the dish mounting hardware to the structure.
4. Any cabling running from the dish into the unit shall be as short as possible before entering the building, and painted to match the siding.
5. Homeowner shall take full responsibility for full and complete removal of dish and associated cabling, and patching all holes appropriately.

**Unlawful Use:** Illegal, immoral, or otherwise offensive activities within the Reynolds Farm community are prohibited. All laws, ordinances, and regulations of the City, County, State and Federal Government shall be observed. Activities which might be considered questionable or controversial must be referred in writing to the Board of Directors for review prior to the commencement of activity in question.

**Noise and Nuisance:** The homes in Reynolds Farm are located within close proximity to each other. Neighborly gatherings are encouraged, but courtesy for privacy must be maintained at all times. A nuisance will be determined by the Board of Directors upon receipt of such complaint. For example, the Board has determined that car radios that can be heard from outside of vehicles and unnecessary revving of vehicle engines are considered a nuisance in violation of Rules/Regulations.

1. No noise such as television, music or loud outdoor conversation will be permitted at any time in such a manner as to disturb or annoy other residents persons in other units should not be able to hear sound emanating from your unit or patio.
2. Outdoor play, music and functions held on common space areas must cease by 10:00 pm and may resume at 7:00am
3. Homeowners are welcome to continue to use porches, patios and balconies past 10:00 pm, as long as the noise level is such that neighbors are not impacted.
4. No exterior speakers, horns, whistles, bells or other sound devices, noisy or smoky vehicles, large power tools or large power equipment, unlicensed off road motor vehicles or any items which may unreasonably interfere with television or radio reception of any owner shall be located, used or placed on any portion of the Properties, or exposed to the view of other owners.
5. There shall be no sports or leisure activities on any common or limited common areas that may be destructive to the Property or a nuisance to neighboring residents.
6. No noxious odors shall be emanating from any dwelling units.

**Freeze Damage within the Homeowner's unit:** Owners are responsible for preventing water pipes from freezing, especially if they will be absent for an extended period. Homeowners who do not take necessary preventative measures are likely to be found negligent, if freeze damage occurs, and will be fully responsible for damages done to their unit, their neighbor's unit(s), and HOA common property. The following steps are minimal requirements encouraged to prevent damage from freezing—

1. If away on an extended absence, provide contact information to the HOA management company.
2. Arrange for a friend or relative to monitor conditions in the home and go take necessary steps to avoid freeze damage, according to weather conditions.
3. Set the thermostat to maintain 58 degrees or higher.
4. Leave cabinet doors open to allow warm air to circulate around the pipes in rooms with plumbing in an exterior wall or adjacent to the garage.
5. Disconnect all hoses from the garage or exterior faucet(s) when temperatures could drop below freezing.
6. If feasible, shut the unit's water valve off and drain the plumbing by opening a faucet in the basement. Do not do so if damage to appliances may occur. It is important to NOT turn off the main water valve for the entire building, if your unit contains this valve.

**Barn Rules:** The Barn is a common storage area maintained for the use of all the Association members. The use of the common storage area and individual storage units, however, is not a property right and cannot be sold or assigned by individual Association members. Transfer of storage rights does not occur with the sale of an individual unit.

1. Space is limited in the Barn. Storage space is assigned on a waiting list basis. A deposit is due prior to placing any item in storage, and monthly rental fee payments can be made in advance or shall be paid with the monthly HOA dues. Late fees will be charged for late payments.
2. Main door barn keys will be distributed to an owner upon receipt of the rental deposit. Only one key will be issued per unit. Replacement key charge is \$25.00. When a rental space or locker is vacated, the key must be returned to the management company prior to return of the rental deposit.
3. No hazardous materials (large quantities of fuel, propane, pesticides, lead based paints, etc.) can be stored in the barn at any time.
4. Motorized vehicles stored in the barn must be titled in the name of the homeowner or resident only.
5. Minor routine vehicle maintenance is permitted in the Barn and on owner's



driveways. Owners are responsible for cleaning any spills/stains/fluids left by their vehicles.

6. Locks for the individual storage units are to be supplied by the homeowner.
7. A maximum of two storage units or floor spaces per household is permitted.
8. Reynolds Farm Homeowners Association and the Board are not responsible for lost, stolen or damaged property stored in the Barn.

These Rules and Regulations are intended to be consistent with the Declarations, Articles of Incorporation, and any officially adopted Resolutions. The said documents will replace the Rules and Regulations Governing Reynolds Farm Complex,.....

The Board then discussed new Board Member Roles due to Kristin having recently stepping into Bob's position.

Karen nominated Kristin as the Secretary. All voted and the vote passed. Bonnie nominated Karen as the VP. All voted and the motion passed.

9:15 - Gregg adjourned the meeting