



MINUTES FOR 15JUN22 TOWN HALL MEETING OF THE CREEKSIDE I HOMEOWNERS' ASSOCIATION

June 15, 2022, American Legion Post 32, 6:30pm

1) Call to order

The full Board of Directors and a total of twenty-three (23) households in the Creekside HOA attended the meeting. Also in attendance by telephone was an attorney from Altitude Community Law.

2) Discussion of Proposed Consolidated Covenants

HOA Vice President Robert Krull presided over the meeting. A brief overview of the changes was provided, and a handout provided to attendees answered frequently asked questions. (Scan the QR code below to access these documents on the website.) Homeowners were called on in turn and given three (3) minutes each in which to provide feedback and ask questions. All comments were documented and posted on the Creekside HOA website.

Review all comments online by scanning this QR code or entering the address pasted below



<https://creeksideneighborhood.com/proposed-revised-covenants>

3) Meeting Adjourned

With no additional comments or questions from attendees, the meeting was adjourned at 8:15pm.

Final notes archived on the website shall have appended all materials presented and all comments received.

Creekside HOA Town Hall Frequently Asked Questions

for the Consolidated Covenants, Conditions, and Restrictions (CCRs)

June 15, 2022

Town Hall - FAQ

Questions

- 1) Why do we need an HOA?
- 2) Why are we doing this 'Consolidation'?
- 3) What is different from what we had previously?
- 4) What Filing am I in?
- 5) What is the 'Common Property' that is owned by the neighborhood?
- 6) How is this to be enforced?
- 7) Can I remove grass from my front yard?
- 8) What happens if my Filing does not pass the Consolidated Covenants?
- 9) What happened to the architecture, design and landscape requirements?

Town Hall - FAQ

- Why do we need an HOA?

- HOAs are intended to maintain property values and promote peace and harmony within a neighborhood. In the distant past, more Americans lived in rural environments where their use (or misuse) of their property had little effect on their neighbors. Increasing urbanization and therefore housing density results in more and more conflicts over property use and appearance. HOAs generally exist to mitigate these conflicts.*
- Every year, more and more Coloradoans live in homes that are part of a homeowners' association ("HOA"), also known as a common interest community or community association. New homes are especially likely to be part of an HOA – this was true for 59% of the 620,000 single family homes completed in 2014 in the United States. However, many buyers, sellers, and others involved in home transactions do not truly appreciate what it means to be part of an HOA.*

- Creekside I HOA owns common property within the subdivision and therefore is required to exist, in some form, by state law.

*Source: Website posting by Jeffrey Cullers; Herms & Herrera, LLC Fort Collins and Norther Colorado (Full posting is shown in Appendix A)

Town Hall - FAQ

- Why are we doing this 'consolidation'?

- When the Creekside neighborhood was being built over the years, it was done in six sections, referred to as filings.
- There were five different covenants associated with the six filings. (Filing 1 and Filing 2 were done at the same time with the same covenants.) The covenants were similar but not the same.
- This consolidation effort is overdue, but will bring all the filings within Creekside to have the same controlling documents to reduce confusion and bring consistency throughout the neighborhood.
- Long established differences (especially with Filing 1 and 2) will be accommodated within the consolidated covenants.

Town Hall - FAQ

• What is different from what we had before?

- This all depends on the filing in which you live.
- While there are many details, the overview is:

Original

- Recitals (Background Info – Sec 2)
 - Primarily focused on the filing information.
- Definitions (Sec 3)
 - 10 items defined
- (Does not exist)
- Homeowners' Association (Sec 5)
 - Brief statement that all the filings will be part of the same HOA and detailing the two classes of membership (and voting rights).

Consolidated

- Recitals
 - Greatly expanded to cover the history of the filings and why the consolidated are being proposed.
- Definitions
 - 17 items defined
- Names & Descriptions of Property/Easements (Art 2)
 - Describes the Homeowner's and HOA's authority and responsibilities with regard to the Common Areas and Easements.
- The Association (Art 3)
 - Overviews the Purposes, Powers and Authority of the Homeowners' Association.

Town Hall - FAQ

• What is different from what we had before? (cont'd)

Original

- Assessments (Sec 7)
 - Explanation of the responsibilities of the Homeowner as to the financial support of the neighborhood via the HOA.
 - Defines the different types of Assessments
 - Annual
 - Special
 - Defines the ramifications for Homeowner's non-payment of assessments.
- (Does not exist)

Consolidated

- Assessments (Art 4)
 - Explanation of the responsibilities of the Homeowner as to the financial support of the neighborhood via the HOA.
 - Defines the different types of Assessments
 - Annual
 - Special
 - Supplemental
 - Defines the ramifications for Homeowner's non-payment of assessments.
- Restrictions (Art 5)
 - Largely and new section which does several things:
 - Moves and updates/clarifies a number of items from the previous Design Guidelines into the CCRs.
 - Includes new language regarding occupancy and leasing – i.e. no AirBnB
 - Addresses commercial enterprises – pets, marijuana, signs and other advertising devices.
 - Addresses 'hoarding' when it becomes a danger.
 - Allows rain barrels with restrictions (per city).

Town Hall - FAQ

• What is different from what we had before? (cont'd)

Original

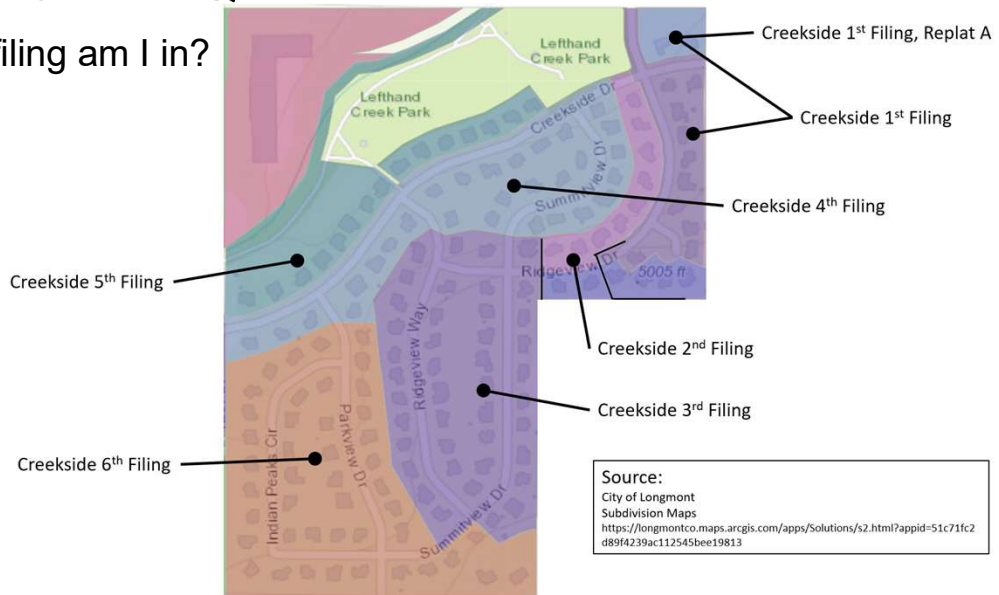
- Architectural Review (Sec 6)
 - Establishes the existence of the Architectural Control Committee
 - References the existence of the Design Guidelines
 - Speaks to the obligations of the HOA and the Homeowner with regard to the commonly owned fence and sign easement property.
- (Does not exist)

Consolidated

- Architectural Review (Art 6)
 - Establishes the Architectural Review Committee
 - Describes the plan submission, approval, rejection, and appeal processes as previously detailed in the original Design Guidelines document.
- Insurance (Art 7) - new
 - Details insurance requirements for both the Homeowner and the HOA.
 - A lot of boilerplate.
 - Requires HOA to promptly repair or replace any commonly owned items.

Town Hall - FAQ

• Which filing am I in?



Town Hall - FAQ

- What is the 'common property' that is owned by the neighborhood?
 - Property around the subdivision signage
 - Pike Road and Ridgeview Drive
 - Sunset Street and Creekside Drive
 - Sunset Street and Plateau Road
 - Perimeter fencing along Sunset Steet and Plateau Road
 - Green area in cul-de-sac on Ridgeview Drive (our very own 'grassy knoll').
 - South side of Pike Road from Ridgeview Drive to the Lefthand Creek bridge.

Town Hall - FAQ

- How is this to be enforced?
 - The enforcement procedure is detailed in excruciating legalese in the updated policies adopted by the Board in September of 2021.
 - Covenant and Rule Enforcement.
 - Please read the policy for all the details, but basically:
 - 1) A violation is reported to the Board.
 - 2) Board appoints an individual or committee to investigate.
 - 3) If violation is deemed to exist, a courtesy letter is written requesting the Homeowner resolve the violation in 10 days or the Homeowner may request a 'hearing' with the Board within those same 10 days.
 - 4) If no hearing is requested and the violation is resolved – end of issue.
 - 5) If no hearing is requested and the violation is not resolved – a 'fine threat' letter is sent.
 - 6) If still no resolution, a letter notifying the Homeowner of a fine is sent. Subsequent letters and fines to increase if the violation continues without resolution.
 - 7) If a hearing is requested, it is scheduled and the alleged violation will be discussed.
 - 8) Board will then have 10 days to communicate via letter the decision of the Board.
 - 9) If the hearing finds for the Homeowner – end of issue
 - 10) If the hearing finds against the Homeowner, resolution of the violation will be required or the above detailed fine sequence is initiated.

Town Hall - FAQ

- Can I remove grass from my yard?
 - The previous covenants have been quite restrictive on what can be planted in the yard.
 - One of the notable changes in the consolidated covenants is the recognition that drought and ever-increasing water cost (along with a change in Colorado state law), have made non-turf more appealing.
 - Board discussions with the Architecture Design Committee have resulted with the Creekside HOA is open to the replace of Kentucky Bluegrass with Xeriscape. Since the ADC has waiver authority relative to the Design Guidelines, these requests will be reviewed and can be signed off provided they meet the Xeriscape objective.
 - Please note that Xeriscape is not Zeroscape. More description is provided in Appendix B.

Town Hall - FAQ

- What happens if my filing doesn't pass the consolidated CCR?
 - Our intention is to work hard enough to get all six Filings to pass this consolidated CCR, making sure everyone in the Filing is fully informed and able to vote.
 - Should a Filing not pass, that Filing would continue to have the original CCR in effect.

Town Hall - FAQ

- What happened to the architecture, design and landscape requirements?
 - The governing documents for the HOA consist of the following:
 - [Articles of Incorporation](#) – updated in 2021 by a vote of the Homeowners
 - [Bylaws](#) – updated in 2021 by a vote of the Homeowners
 - Covenants, Conditions, and Restrictions (CCRs) – to be voted on in 2022 by Homeowners
 - Plat/Map – included in the CCRs vote of 2022
 - Design Requirements – to be updated and voted on by the HOA Board in 2023.
 - There is one more document to be updated after the consolidated Covenants. It has been called the Design Requirements (DR) document.
 - A number of the process steps from the original DRs (there were five of them, and all slightly different) have been moved into the consolidated CCRs.

Definitions

Hell Strip

- The strip of dirt between the sidewalk and the street, notoriously hard to grow plants of any kind in due to several factors: lack of water, heat reflected from paved surfaces, foot traffic, trash, dog crap, and salt from winter snowmelt. Also called a tree lawn, inferno strip, devil strip and verge.
- Most hell strips are public property that must be maintained by the property owner. That means the city can do whatever it wants to your hell strip – put in water and sewer lines or bus benches, pile snow on it, tear it up during street repairs and widening. In some cities you can be fined for not maintaining your hell strip, and in some HOA communities you must plant trees and grass in it and keep it watered.
- The term is most often attributed to garden writer Lauren Springer, who popularized the practice of planting tough, drought-tolerant plants (including cactus) on hell strips. Now there are "planned" hell strip gardens offered by many nurseries.

Appendix A

Basics of Colorado Homeowners' Association (HOA) Law

Every year, more and more Coloradans live in homes that are part of a homeowners' association ("HOA"), also known as a common interest community or community association. New homes are especially likely to be part of an HOA – this was true for 59% of the 620,000 single family homes completed in 2014 in the United States. However, many buyers, sellers, and others involved in hometransactions do not truly appreciate what it means to be part of an HOA. Accordingly, this post is intended to answer common, basic questions about Colorado HOAs.

1) What is the purpose of an HOA?

HOAs are intended to maintain property values and promote peace and harmony within a neighborhood. In the distant past, more Americans lived in rural environments where their use (or misuse) of their property had little effect on their neighbors. Increasing urbanization and therefore housing density results in more and more conflicts over property use and appearance. HOAs generally exist to mitigate these conflicts. This is why in modern subdivisions; you are unlikely to find houses painted lime green or junk cars in front yards. Many modern HOAs also own and/or maintain amenities for the neighborhood, such as pools and landscaping, and some HOAs are devoted exclusively to such purposes.

2) What is an HOA?

The HOA itself is a legal entity that is usually organized as a non-profit corporation and is charged with carrying on the HOA's business. That business generally includes managing finances, enforcing covenants, etc.. The HOA will be run by a board of directors, who are usually homeowners that have volunteered for the job.

3) What are the covenants?

The covenants (also known as a "declaration" or "covenants, conditions, and restrictions / CCRs") is a set of obligations and restrictions on all properties within the HOA and is recorded in the real property records.

4) Can I opt out?

No. If set up correctly, the HOA and the covenants "run with the land," meaning that they are binding on all owners subsequent to the original neighborhood developer. As an owner, you will be subject to the HOA obligations (such as assessments) and covenants whether you knew about them or not when you purchased the home.

5) What if I disagree with decisions made by the HOA board members?

As long as the board members are acting reasonably, in good faith, and within Colorado law and the HOA governing documents, there is not much you can do to oppose their decisions. Often the best solution for problem board members is to vote them out of office at an annual or special meeting.

6) Do I have to pay dues/assessments?

As long as the HOA is following its own rules and Colorado law, you have an obligation to make these payments. If you don't, the HOA may impose fines, add interest, hire lawyers (which you likely will have to pay for), and even put a lien on your house.

Appendix A (cont'd)

Basics of Colorado Homeowners' Association (HOA) Law (cont'd)

7) What if my neighbor is violating a covenant?

If talking to them won't help, you can ask the HOA to enforce the covenants. However, there may be legitimate reasons why the HOA would decide not to enforce a covenant in certain situations. In Colorado, you have the right to enforce the covenant yourself in court if you so choose.

8) How can the HOA control how I use my own property – isn't that against the law?

By purchasing the property, you have agreed to abide by the rules, even if they are burdensome. There are many possible defenses to a covenant enforcement lawsuit, but simply disagreeing with the covenant is not one of them.

9) What are HOA managers?

Some HOAs hire professional management companies to perform many of the HOA functions. In 2015, Colorado enacted licensing requirements for these managers.

10) I'm considering buying a home that is in an HOA. What should I do?

You should get a copy of the covenants, rules, bylaws, and any other such documents and make sure you can live with them. Talk with neighbors or board members to determine whether the HOA is dysfunctional or conflict-ridden. Ask for the HOA's finances to see if it is adequately funded for the foreseeable future, in order to avoid a surprise special assessment down the line.

11) What is CCIOA?

CCIOA is an acronym for "Colorado Common Interest Ownership Act" and is pronounced "Kiowa" (like the Native American tribe). The Colorado Legislature enacted CCIOA effective in 1992 to regulate Colorado HOAs, however, not all provisions apply to pre-1992 HOAs. CCIOA is a very long and complicated statute and has been amended over 30 times. A major amendment effective in 2006 imposes many governance requirements on HOAs and gives homeowners additional rights. Note that since many HOAs are organized as non-profit corporations, provisions of Colorado's non-profit statutes also apply to HOAs.

Posted by Jeffrey Cullers ©

Hermes & Herrera, LLC Fort Collins and Northern Colorado

Appendix B

Xeriscape

What Xeriscape is

It's not a specific look or specific group of plants. Rather, it's a diverse combination of low-water plants and materials that create a beautiful and water-wise landscape. A thriving Xeriscape uses seven common-sense gardening principles to save water, time and resources.

The Seven Principles of Xeriscape

- **Plan** for water conservation and beauty from the start. Create a **design** makes it easy to complete your project in phases.
- Create **Practical Turf** areas of manageable size, shape and grade. In areas that receive a lot of foot traffic, Kentucky Bluegrass is likely the best choice. Just keep those areas to a minimum. Make sure they're relatively flat so that you can irrigated efficiently.
- Use high-quality **Soil Amendments** as you plant. An organic, #1 or #2 Compost is the best choice. The number designation means it has fewer salts that could build up in the soil and harm your plants.
- Select **Low-Water Plants** and group them according to their water needs. This is also known as hydrozoning. Do some research on your plants to determine their water needs, then experiment with watering at home to see what works best for your landscape.
- **Use Mulches**, organic (like wood chip) or inorganic (like river rock) to reduce evaporation and to keep the soil cool. Some plants prefer one or the other, so be sure to do your research.
- **Irrigate efficiently** with properly designed systems and by applying the right amount of water at the right time. If you hand water, be sure to use a nozzle on the end of your hose.
- **Maintain** your Xeriscape properly by mowing, weeding, pruning and fertilizing according to each plant's needs. Most low-water plants, especially ones native to your area, don't need fertilization.

(continued on next page)

Appendix B (cont'd)

Xeriscape

What Xeriscape is Not

- **Xeriscape is NOT anti-lawn.**
 - Even though Xeriscape landscaping can be spectacularly colorful, even lush, limited areas of more highly-watered landscape like grass lawns are often necessary. Kentucky Bluegrass turf is still the best option for an athletic field and other areas that get high foot traffic. Xeriscape means "less lawn landscaping" rather than "lawn-less landscaping."
- **Xeriscape is NOT just rocks and gravel.**
 - That would be called a **Zeroscape**. Plants are a vital part of a beautiful xeriscape. Rock gardens can be truly marvelous, they're still gardens with living plants.
- **Xeriscape is NOT just native plants**
 - Although there is a vast array of wonderful native plants, there are many low-water, non-native plants that are well-adapted to your climate. For example, iris, tulips, and even roses are examples of introduced plants that are well adapted to low-water landscaping in the Rocky Mountain region.
- **Xeriscape is NOT a monoculture.**
 - On the contrary, well-planned Xeriscapes are examples of beauty and diversity that make neighbors envious.

Source: Copied from the WaterWise Colorado website (<https://coloradowaterwise.org/>)

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Proposed Consolidated Covenants
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#	Section	Homeowner	Comment/File name	Response/File name
1	GLOBAL	2112CD	Because there are many references to Common Areas, I wonder where we have Common Areas. Are there any other than at the various entrances to our community? 2112CD20220607.pdf	The Common Areas in the Creekside HOA consist of the entrances to the community and the grassy knoll located in the Ridgeview Drive cul-de-sac. Response2112CD20220615.pdf
2	GLOBAL	2065SD	<i>Six ballots, one per filing. What is actually required to pass? What happens if it's mixed?</i> no file – comments given in person at Town Hall	Those filings that pass will adopt. You could delay and wait until all passed or leave as stand-alone.
3	GLOBAL	2065SD	<i>There seems to be a lot of language about managing agent.</i> no file – comments given in person at Town Hall	That permits the HOA to hire a management company if needed.
4	GLOBAL	2027CD	<i>Instead of saying the board, it says the association,</i> no file – comments given in person at Town Hall	The earlier language defines the association acts through the board.
5	GLOBAL	2065SD	<i>HB 22-1137 has this been incorporated?</i> no file – comments given in person at Town Hall	Not effective until August 9 th , but does provide some restrictions but mostly it requires policy changes. An interest rate is not specified in the covenants. Therefore, no edits to covenants required.
6	GLOBAL	2225PD	<i>When is the timing on the vote on the covenants? We want to make sure if folks are out of town we have time to respond.</i> no file – comments given in person at Town Hall	Homeowners will have sixty (60) days to return the ballot once issued on or about September 1st. Postcard announcing updated covenants will provide options for early voting.
7	Recital F ^P Recital G ^P Exhibits ^P	2112CD	I also think I see on the Replat map that what are now two lots ("Outlet A") were at one time Open Space. Is that correct? Was this space a Common Area at one time? What is the history of this space? When the space became two building lots, did someone make money on the land? 2112CD20220607.pdf	Those lots were at no time property of the Creekside HOA. Response2112CD20220615.pdf
8	Recitals I ^P	2112CD	On p. 2, section I, it states, "The Design Guidelines may be amended with the two-thirds approval of the Architectural Control Committee." While this may be language from the most recent four of the six filings, I feel that this places too much control in too few people. We should be wary of allowing two people to modify our design guidelines. I suggest we allow the two-thirds approval of the Architectural Control Committee to propose amendments to the Board, who would need to approve the amendments by a 2/3 vote of the Board. 2112CD20220615.pdf	

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#	Section	Homeowner	Comment/File name	Response/File name
9	4.5 ^P	2112CD	On p. 10, section 4.5 seems too strong, especially the last bullet (d). Let us not give the Board too strong a hand, just enough to handle our collective interests in the neighborhood and its management and finances. 2112CD20220615.pdf	Supplemental assessments are similar to special assessments except that supplemental assessments can be levied on less than all lots. The authority of the Board in 4.5 is no different than in 4.4.
10	4.5 ^P	2065SD	<i>Supplemental assessments, how are these decided and approved? It doesn't feel transparent.</i> no file – comments given in person at Town Hall	Currently, there are no plans for supplemental or special assessments. Supplemental could be levied on less than all lots typically to remediate a specific issue (i.e., damage caused by a specific homeowner to HOA common property). The board would approve it.
11	4.7(a) ^P	2112CD	On p. 10, section 4.7 (a), I feel the Board should have limits within which it can set an interest rate on overdue unpaid assessments. Perhaps we can state herein the interest rate to be 20%, which is comparable to many credit card interest rates, which I consider to be outrageous, but at least in common use. 2112CD20220615.pdf	The interest rate is capped by Colorado law (HB 22-1137).
12	4.9 ^P	2065SD	<i>Is this boilerplate language or does the HOA have a plan to borrow against the assets?</i> no file – comments given in person at Town Hall	No plans to borrow. This is a check on the powers of the board. This section is stricter than Colorado law. Colorado law allows the board to take a loan against the common area without an approval of the members.
13	5.1 ^P	2112CD	On p. 12, section 5.1, I would suggest we modify the parenthetical ("subject to review by the Board of Directors") to read "subject to approval by a majority of the Board of Directors". 2112CD20220615.pdf	
14	5.3 ^P	2112CD	What other Rules and Regulations exist at this time to guide the Board? I have checked our website and I see only the Sept policies that the Board adopted. 2112CD20220607.pdf	Although the Bylaws (Section 7.1) empower the Board to adopt and amend Rules and Regulations, there are no Rules and Regulations currently in force. Response2112CD20220615.pdf

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#	Section	Homeowner	Comment/File name	Response/File name
15	5.3 ^P	2112CD	On p. 12, section 5.3, this section should be changed to be clear that any changes to these Rules and Regulations require 2/3 approval of the Board. Further, any new Rules and Regulations must be communicated within two months to Owners with an explanation stating the reason and purpose for the new Rules and Regulations. 2112CD20220615.pdf	
16	5.3 ^P	1951RD	<i>Covenants speak to Rules and Regulations. The board has the power to write rules and regulations without a vote. Seems like we are writing a blank check.</i> no file – comments given in person at Town Hall	Rules and Regulations always have to be consistent with covenants but gives board power to clarify when there is ambiguity. This also allows the board to be flexible so they can update requirements to be consistent with the community needs.
17	5.5 ^P	2225PD	<i>Section 5.5. Re: no airbnb, I have a right to use my house without restriction. There may be legitimate reasons to sublet part of your home. What if there are families need the income from subletting the home?</i> no file – comments given in person at Town Hall	Board's position is no short-term rentals. A hardship clause may be appropriate.
18	5.5 ^P	2040SD	<i>Section 5.5 would preclude having a roommate. It could force homeowners out of the house.</i> no file – comments given in person at Town Hall	
19	5.5 ^P	2027CD	<i>Homeowner owns a vacation property in an area designed for vacation properties and there are still problems with short term rentals. Our neighborhood is not designed for this so owner supports prohibition. Homeowner has personally experienced subletting with neighbors in Creekside and found it to be problematic. Opposes changing language.</i> no file – comments given in person at Town Hall	
20	5.5 ^P	2059SD	<i>Long term owner fought hard to prevent group home from coming to the neighborhood. Was trying to maintain integrity of the neighborhood by prohibiting the business of a group home. We don't want the neighborhood to become short-term rental centric. Very opposed to any commercial enterprise.</i> no file – comments given in person at Town Hall	

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#	Section	Homeowner	Comment/File name	Response/File name
21	5.6 ^P	2112CD	On p. 14, section 5.6, I feel strongly that 30 days written notice is inadequate. I would prefer to see the HOA give 90 days, during which there is a process of communication between the Owner and the HOA to clarify the concern, plan the remediation, retain qualified professionals to do the work, and enable the HOA to verify the work is satisfactory. 2112CD20220615.pdf	Existing policies related to enforcement of the covenants set forth the process for notification of the homeowner and the opportunity for the homeowner to meet with the Board. This provision is a last resort to provide remedy to the HOA to remediate situations that impact the quality of the neighborhood and may negatively impact property values.
22	5.7 ^P 5.6 ^E	2113CD	<i>The proposed language appears to be missing some important language from section 5.6 of the existing covenants regarding maintenance of fence and sign easement in the fourth filing.</i> 2113CD20220605.pdf	Section 5.7 of the consolidated covenants includes language specific to the maintenance of fence and sign easement in the fourth filing. Response2113CD20220605.pdf
23	5.8 ^P	2011RD	<i>What is the process for getting approval for xeriscaping?</i> no file – comments given in person at Town Hall	The law prohibits the association from banning xeriscaping and requiring turf. It specifies seven principles of landscaping. The specific guidelines for xeriscaping within the Creekside HOA have not yet been developed and this is out of scope for tonight. Until new guidelines are adopted, homeowners should submit landscape plans (including those for xeriscaping) as per the existing process.
24	5.10 ^P	2112CD	On p. 14 and 15, section 5.10, should we at least make reference to any Longmont or Boulder County language on noisy or dangerous pets? 2112CD20220615.pdf	No.
25	5.10 ^P	1951RD	<i>Pet owner can't have a cat off leash off their property?</i> no file – comments given in person at Town Hall	Correct.
26	5.14(b) ^P	1931RD	We need 72 hours to load/unload/clean our RV when preparing for a camping trip. We have been using this standard since we moved here in 1998. Please retain this standard. 1931RD20220615.pdf	
27	5.14b ^P	1951RD	<i>Looking for some kind of detail regarding RV owners and reasonable access to their driveway for the purposes of loading and unloading. Owner interprets that to mean that she can never park her RV in her driveway. She doesn't agree with the board interpretation of the verbiage.</i> no file – comments given in person at Town Hall	Provides for a temporary expediency. Can also clarify in a R&R.

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#	Section	Homeowner	Comment/File name	Response/File name
28	5.14b ^P	2051RD	<i>Push comes to shove, enforceability of rules requires consistency. So if the language says no RV parking, then it should be enforced. The language as written does not permit overnight RV parking.</i> no file – comments given in person at Town Hall	Language needs to be revised to clarify that overnight parking may be permitted for 72 hours (3 days) without approval and no more than 6 days within a 4 week period. Longer requires written approval.
29	5.14 ^P	2051RD	<i>Common parking in cul-de-sac open to everyone?</i> no file – comments given in person at Town Hall	Common areas owned by the HOA consist of the signs at the entrances and cul-de-sac. Refer to page 5 of FAQ. The HOA does not have the authority to restrict parking on the public right of way.
30	5.16 ^P	2112CD	On p. 17, section 5.16, the language seems vague and subjective. To provide the flexibility we need for the various situations in our neighborhood, why not replace this paragraph with language that says that outdoor lighting is a subject controlled by the Architectural Design Review Committee, and any and all unresolved issues with outdoor lighting will be addressed by the Board? 2112CD20220615.pdf	The Covenants are intended to provide high level guidance while policies can provide further interpretation and granularity. It is important to use standard published guidelines rather than addressing lighting issues as a one-off. This language provides sufficient coverage for a future policy that spells out in greater detail the lighting guidelines.

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#	Section	Homeowner	Comment/File name	Response/File name
31	5.20 ^P	ANONYMOUS	<p>In the consolidated covenants, I have some concerns about Section 5.20 (which I include at the bottom).</p> <p>According to the current language of Section 5.20, it would prohibit any of the following:</p> <ol style="list-style-type: none"> 1) Usage of a temporary tent to shade me when I am working in my yard 2) A temporary shade my family and friends when I have a family party 3) A summer shade or umbrella over my unshaded deck 4) An ability to test out a new camping tent in my back yard overnight to test out a new tent for water fastness, and setup ability. <p>I can understand the HOA wanting to restrict the addition of permanent outbuildings, this is in the current covenants. However, I would like to see a written exception for temporary usage like the above. I would not want to have to request an exemption from the HOA every weekend so that I have the ability to work in my yard. As it is now written I would have to, and I don't think we can just say 'those uses above would not trigger that section'. As it is written it would, and I do not want to worry that I would be technically violating the covenants. I would prefer to know that I can do these things. Please consider a modification to this section before passing the revised covenants. 0000AN20220610.pdf</p>	
32	5.24 ^P	2112CD	<p>On p. 18-19, section 5.24, the language seems arbitrary and overly specific. As immediately above, to provide the flexibility we need for the various situations in our neighborhood, why not replace this paragraph with language that says that Rain Barrels is a subject controlled by the Architectural Design Review Committee, and any and all unresolved issues with outdoor lighting will be addressed by the Board? 2112CD20220615.pdf</p>	This language is in accordance with Colorado law.

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33	6.1 ^P	2027CD	<i>Question: Didn't see anything for accessory dwelling buildings (ADUs). City of Longmont is considering allowing ADUs. Is the HOA considering absolute prohibition of ADUs?</i> no file – comments given in person at Town Hall	Refer to section 5.20 "Further, no outbuilding or temporary structure shall be used on any Lot at any time for residential purposes, either temporarily or permanently." As written, this provision would prohibit ADUs.
34	6.1 ^P	2027CD	<i>In the old covenants under architectural design it said that for certain types of improvements you had to go get approval from your neighbor. Suggest that new guidelines require neighborhood approval.</i> no file – comments given in person at Town Hall	Section 3 of the Design Guidelines for Filing 4 ("Protection of Neighbors") specifies that "Owners of adjacent lots are encouraged to work together to determine reasonable view corridors". But the existing covenants do not contain provisions requiring approvals from adjacent properties. The HOA is required to enforce the design guidelines and a complaining neighbor does not <i>a priori</i> have veto authority.
35	6.5 ^P	2112CD	What Architectural Committee Guidelines exist at this time? Are there different guidelines for the six filings? Are these accessible for review? 2112CD20220607.pdf	Existing Architectural Guidelines are posted on the website. The design guidelines for the 5 th filing (applicable to the address of the homeowner submitting the question) begin on page 15 of 44 of the existing covenants. https://creeksideneighborhood.com/wp-content/uploads/2018/03/Covenants-5thfiling.pdf Response2112CD20220615.pdf
36	6.5 ^P	2112CD	On p. 21, section 6.5, is a great place to be clear that amended architectural guidelines need the 2/3 approval of the Board (see my first point above). I would think we would want to say, "Such guidelines will apply to all Lots and the Community and/or be specific to all filings within the Community." 2112CD20220615.pdf	

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#	Section	Homeowner	Comment/File name	Response/File name
37	6.6 ^P	2112CD	On p. 22, section 6.6, 45 days seems way too long for a reply from the Committee. I would think 21 days would be plenty long. In addition, if the Committee fails to respond in that time, I would expect that the request would receive tacit approval, not denial. 2112CD20220615.pdf	As discussed at the Town Hall, the HOA is given 45 days for reply to allow for sufficient time for approval. At present, the ADC responds within mere days, so this is not a practical issue, but should there be a shortage of volunteers and/or a large volume of requests, the 45 day timeline provides the HOA sufficient time to adequately review.
38	6.6 ^P	2065SD	<i>45 days to hear back on anything submitted to the committee and if no reply, consider denied. This seems really long.</i> no file – comments given in person at Town Hall	Internally, the protocol would still be to be timely.
39	6.9 ^P	2051RD	<i>Variance application, -- can we publish this to get comment from the neighborhood? If you want a waiver do your neighbors have to approve?</i> no file – comments given in person at Town Hall	Per Colorado law, we can't disclose applications. Our philosophy has been to ask if the owner has approached the neighbor. The variance section simply gives the Board the flexibility to make adjustments.
40	6.10 ^P	2065SD	<i>Right to appeal, why would the board of directors act as the architectural committee? Is there sometimes not a committee?</i> no file – comments given in person at Town Hall	It can happen that there is no committee.
41	6.10 ^P	2059SD	<i>Right to appeal is for homeowner only? What if the neighbor doesn't like what's been approved?</i> no file – comments given in person at Town Hall	Only to owner whose plans have been rejected have the right to appeal. Neighbors have no right to appeal if they don't like it. The committee has to approve and reject based on criteria in Article 6 and design guidelines not based on whether or not the neighbors approve. You can complain to board and ask for a new ADC if you believe the committee is not enforcing the design guidelines. There is a legal restriction on disclosure of the submissions (i.e. the Board does not have the right to share the submissions with neighbors) although the final decisions can be disclosed.
42	8.1(b)(iv) ^P	2112CD	On p. 27, section 8.1, paragraph (b) (iv) seems incredibly dangerous. I wonder if there needs to be more of a process of negotiation (not merely delay!) before the Board is authorized to "... enter the property, remove the violation, ..." etc. 2112CD20220615.pdf	This is a remedy of last resort. There are policies in place regarding covenant violations that would define the necessary notifications and provide the homeowner an opportunity for a board hearing to address the issue.

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#	Section	Homeowner	Comment/File name	Response/File name
43	8.5 ^P	2112CD	on p. 29, section 8.5, I believe that if 50% of Members vote to amend these documents, that is enough to approve and effect the change. I would strike language about "... with the written consent of the Association." 2112CD20220615.pdf	

^E = Existing, ^P = Proposed

Comments in *italics* have been edited for length and clarity. The entirety of the original comment has been archived in the file shown in **bold**.