

Renaissance in the Redlands HOA Board of Directors

Quarterly Meeting

Agenda

Redlands Community Center

June 1, 2021 @ 3:00 PM

Attendees:

HOA President: David McInay

HOA Board Member: Steve Fitzgerald

HOA Treasurer: Richard Swingle

HOA Vice-President: Tom Gunter

HOA Secretary: Lonney Head

Resident: Teresa Keating

Agenda:

1. Opening Comments
2. Old Business
3. Financial Review
4. Overdue Payments for 2021 (Lien Policy Thresholds)
5. Redlands 360 Status
6. Deed Restrictions
7. New Business

Meeting Minutes: (3:15)

1. Opening Comments
 - a. Teresa Keating submitted additional comments related the 2021 Annual Meeting for consideration to be added as part of the record. The hard-copy notes were given to the board for review and consideration. Teresa agreed to send Lonney a soft-copy via e-mail for ease of inclusion (Action completed by Teresa 6/2/2021; Lonney distributed to Board for internal review 6/3/2021).
2. Old Business – None
3. Financial Review

- a. Richard walked through the Finances as of April 30, 2021 (included below); the CD matured as of May 30, 2021 and proceeds and interest were put in reserve (\$17,283.52).

Reference: Renaissance in the Redlands *Yearly Budget* posted on URL as of 4/30/2021:

<http://www.hpmgj.com/hoa.php?viewID=24>

Renaissance in the Redlands Homeowners Association

2021

	2021 Budget	2021 Actuals 04/30/21	Variance
Income			
HOA Dues (77 homes)	\$23,100.00	\$22,200.00	(\$900.00)
Lien Fees Recovered	\$0.00	\$0.00	\$0.00
Violation Fines	\$0.00	\$0.00	\$0.00
Reimbursed Expense (Ren 360)	\$900.00	\$900.00	\$0.00
Net Dues Income	\$24,000.00	\$23,100.00	(\$900.00)
Other Income			
Interest on Bank Accounts	\$30.00	\$28.07	(\$1.93)
Late Fee	\$0.00	\$0.00	\$0.00
Total Income	\$24,030.00	\$23,128.07	(\$901.93)
Expense			
Weed Control	\$1,500.00	\$0.00	\$1,500.00
Landscape Maint - On Contract	\$3,720.00	\$1,208.00	\$2,512.00
Landscape Maint - Off Contract	\$3,000.00	\$700.00	\$2,300.00
Snow removal	\$600.00	\$0.00	\$600.00
Lien Processing Fees	\$0.00	\$0.00	\$0.00
Irrigation System Expense	\$400.00	\$0.00	\$400.00
Irrigation Water/Shares	\$2,800.00	\$2,800.00	\$0.00
Management	\$6,468.00	\$2,156.00	\$4,312.00
Insurance	\$460.00	\$436.00	\$24.00
Electricity	\$250.00	\$54.91	\$195.09
Postage / Mailing	\$700.00	\$540.50	\$159.50
Legal & Accounting	\$645.00	\$230.00	\$415.00
Taxes & Licenses	\$75.00	\$2.00	\$73.00
Meeting Expenses	\$300.00	\$50.00	\$250.00
Miscellaneous Exp (Nat night out)	\$150.00	\$0.00	\$150.00
Collection Fee	\$150.00	\$0.00	\$150.00
Reserve Study	\$0.00	\$0.00	\$0.00
Reserve 2021 Funding	\$1,550.00	\$0.00	\$1,550.00
Total Expense	\$22,768.00	\$8,177.41	\$14,590.59
Net Income	\$1,262.00		
Cash			
Cash in Checking Account - 04/30/21		\$17,526.54	
Reserve - Savings Cash 1 - 04/30/21		\$13,868.81	
Reserve - CD Savings 1 - 04/30/21		\$3,414.71	
Total Reserves - 04/30/21		\$17,283.52	
Total Cash		\$34,810.06	

4. Overdue Payments for 2021 (Lien Policy Thresholds)
 - a. Richard stated there are (9) homeowners that have overdue payments as of May 26, 2021.
 - b. Invoice history: 2021 initial invoices for \$250 were sent to homeowners in January 2021, a second invoice for \$300 (with the additional \$50/year addition approved at the annual 2021 board meeting) sent March 1, 2021 and a third invoice sent to anyone with outstanding balances April 1, 2021.
 - c. After discussion, it was determined there is no written policy regarding waiving outstanding balances and there are no thresholds to be set and any outstanding balances. A motion was given by Richard that after a third notice was sent by Heritage, if there is no response from the homeowner, the HOA will proceed with the lien process as per the bi-laws. The motion was seconded by Steve and motion carried.
 - d. Due to the confusion created by two invoices sent it was determined an interim step between the third notice/invoice being sent to homeowners, Lonney volunteered to contact the (9) homeowners and validate they received the notices/invoices and seek to understand the reason for not paying and try to adjudicate the payment process prior to Heritage proceeding with the lien process. Board agreed with the approach since this would be out of scope by Heritage. Lonney committed to contact all (9) homeowners on the list by June 4, 2021 and will provide any notes back to the Board.
 - e. If homeowners do not pay by month end June 2021, Heritage is directed to initiate the lien process. All fees will be the responsibility of the respective homeowner(s) in addition to the outstanding debt.
 - f. Lonney requested to provide the associated policy for this action. If no written policy, the board meeting direction that after a homeowner is given three invoices and does not respond and pay, Heritage will proceed with the lien process. (Reference HOA policies below).

Reference: Renaissance in the Redlands *Bylaws* posted on URL (noting Article XI Assessments below): <http://www.hpmgj.com/hoa.php?viewID=24>

**RESOLUTION ADOPTING THESE AMENDED AND RESTATED BY-LAWS
OF
RENAISSANCE IN THE REDLANDS HOMEOWNERS ASSOCIATION, INC.,**

The Renaissance in the Redlands Homeowners Association (the "Association") held a special meeting of the Board of Directors (the "Board") on February 24, 2020, at the Redlands Community Center. At that meeting, upon a unanimous affirmative vote of each of the Directors, the following Resolution adopting these amended and restated By-Laws of Renaissance in the Redlands Homeowners Association was duly made:

RECEPTION# 2915002
 2/26/2020 3:34:02 PM 1 of 10
 Recording: \$58.00
 Tina Peters, Mesa County, CO.
 CLERK AND RECORDER

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. The Association may add as an additional charge, all interest, costs, and reasonable attorneys' fees and collection costs incurred in collecting any amounts owed. No owner may waive or otherwise escape liability for assessment provided for herein by abandonment of his or her Lot. The record owners of any Lot are personally liable for all maintenance charges owed or assumed during such time of ownership|

Reference: Renaissance in the Redlands **Conditions, Covenants & Restrictions** posted on URL (noting Article IV Covenant for Assessments below and Article VI Nonpayment of Assessments):
<http://www.hpmgj.com/hoa.php?viewID=24>

24 PAGE DOCUMENT

2245192 BK 3862 PG 409-432
03/25/2005 10:36 AM
Janice Ward CLK&REC Mesa County, CO
RecFee \$120.00 SurChg \$1.00

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RENAISSANCE IN THE REDLANDS
FILING ONE AND TWO**

THIS DECLARATION ("Declaration"), made this 7th Day of March, 2005 by Renaissance Homeowners Association, Inc. ("Association"), a Colorado corporation, amends the original Declaration dated the 28th day of September, 2000, filed with Mesa County Recorder, Book 3018, Page 692.

ARTICLE IV
COVENANT FOR ASSESSMENTS

Section 4.01. Creation of the Lien and Personal Obligation of Assessments. The undersigned, for each Lot within the Property (including any Lots subsequently added under Section 13.04 below), covenants (and each Owner of any Lot by acceptance of a deed for that Lot, whether or not it shall be so expressed in that deed, is deemed to covenant and agree) to pay to the Association: (a) all Assessments and charges levied against that Lot; (b) all fees, charges, late charges, attorneys fees, fines, collection costs, interest and other sums charged pursuant to this Declaration or as allowed by Section 38-33.3-316(1), C.R.S. or any other provisions of CCIOA (as it may be subsequently amended) or by any other applicable law. The Association shall have the right, independent of CCIOA, to impose reasonable charges for late payment of assessments, recover reasonable attorney fees and other legal costs for collection of assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and, after notice and an opportunity to be heard, levy reasonable fines for violations of this Declaration, Association By-Laws, and the rules and regulations of the Association.

(a) All charges set forth in this Section, from the time such charge becomes due, shall be a continuing lien on the Lot against which each such item is assessed. If an Assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations. A valid acceleration of installment Assessment obligations may be made by the Board at any time any Assessment or Assessment installment is at least thirty days overdue.

(b) Each such charge, together with interest, costs, and reasonable attorney's fees, shall also be the joint and several personal obligation of each person and entity who was the Owner of the Lot at the time when the item became due; provided that, this personal obligation shall not pass to an Owner's successors-in-interest unless expressly assumed by them. No Owner may be exempt from liability for Assessments by waiver of use or enjoyment of Common Area, if any, Association Water, or other assets or benefits of the Association, or by abandonment of any Lot.

(c) The Association's lien on a Lot for Assessments shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The Acceptance of a deed to a Lot subject

to this Declaration shall constitute a waiver of the homestead and any other such exemption as against such Assessment lien.

Section 4.02. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for: Common Expenses; to promote the health, safety, or welfare of the residents in the Property; or for the benefit of the Common Areas; or for any other purpose of the Association, as those purposes (as amended from time to time) are specified by this Declaration, the Articles of Incorporation of the Association; or as otherwise authorized by CCIOA or other applicable law.

Section 4.03. Initial Assessment.

- (a) The initial Regular Assessment for Common Expenses of the Association shall be fixed in an amount set by, and made upon the resolution of, the Board of Directors of the Association.
- (b) After any Assessment has been made by the Association, Regular Assessments shall be made no less frequently than annually, based on a budget adopted by the Association as described elsewhere in this Declaration. Assessments may include, without limitation, Capital Improvement Assessments and allocations for reserves for repair or replacement of existing capital items and acquisition, construction, and existing capital items and acquisition, construction, and installation of new improvements, all to the extent set forth in the approved budget upon which such Assessment is based.

Section 4.40. Date of Commencement of Assessments; Due Dates. The first Regular Assessment for Common Expenses shall be adjusted according to the number of months remaining in the calendar year for which the Assessment is made, if less than a full year. Thereafter, the Board shall fix the amount of the annual Regular Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Regular Assessment shall be sent to every Owner subject to the Assessment. The due date(s) shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. Special Assessments and Capital Improvement Assessments may be made by the Board at any time, except as limited by the Declaration, CCIOA or other applicable law.

Section 4.05. Expense Allocation. Except as otherwise stated in this Section, or as otherwise provided by CCIOA or other applicable law, each Lot shall be allocated a fraction of the Common Expenses of the Association in which the numerator is one and the denominator is the number of Lots then in the Subdivision. If permitted by CCIOA or other applicable law, any Common Expense or portion of any Common Expense benefiting or caused by fewer than all Lots shall be assessed exclusively against the Lots benefited by or causing the Common Expense or other cost or expense.

Section 4.06. Priority of Lien. The lien for Assessments, which includes without limitation all those items specified in item (a) and (b) in Section 4.01 of this Article IV shall have

the priority specified in CCIOA which, at the date of the Declaration, is codified at Section 38-33.3-316(2), C.R.S., or other applicable law.

ARTICLE VI

NONPAYMENT OF ASSESSMENTS

Section 6.01. Delinquency. Any Assessment provided in this Declaration which is not paid when due is delinquent. If any such Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the due date a rate not to exceed 18% per annum from the due date. The Association may, at its option, bring an action at law against the

Owner personally obligated to pay the same and/or, upon compliance with the notice provisions set forth in Section 6.02 below, foreclose the lien provided in Section 4.01 above against the Lot(s) for which the Assessment has not been paid; and in either case there shall be added to the amount of such Assessment, interest and all costs which may be incurred by the Association in its collection of the Assessment, including reasonable attorney fees. Each Owner vests in the Association or its assigns the right and power to bring all actions at law or institute judicial foreclosure proceedings against such Owner or other Owners for the collection of such delinquent Assessments.

Section 6.02. Foreclosure Sale. Any foreclosure sale related to an Assessment lien is to be conducted in accordance with those provisions of the laws and rules of the courts of the State of Colorado applicable to the foreclosure of mortgages, or in any other manner then permitted or provided by applicable law. The Association, through its duly authorized agents, shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same in the name of the Association.

Section 6.03. Curing of Default. Upon the timely curing of any Assessment delinquency the Association is authorized to file or record a certificate setting forth the satisfaction of such claim and release of such lien, upon payment by the defaulting Owner of a fee determined by the Association to cover the costs of preparing and filing or recording such release, and other expenses incurred.

Section 6.04. Cumulative Remedies. The Assessment lien and the rights of foreclosure and sale under it shall be in addition to, and not in substitution of, all other rights and remedies which the Association and its assigns may have under this Declaration and then applicable law, including without limitation a suit to recover a money judgment for unpaid Assessments, as above provided.

Reference: Renaissance in the Redlands *Homeowners Association Policies and Procedures* posted on URL (noting Collection Policy, Procedures and Rules): <http://www.hpmgj.com/hoa.php?viewID=24>

**Renaissance in the Redlands Homeowners Association
Policies and Procedures
As Required by C.R.S. 38-33.33.3-209.5**

The following Policies and Procedures were adopted by the Board of Directors of Renaissance in the Redlands Homeowners Association ("the Association or Board") pursuant to Colorado Revised Statute (CRS) 38-33.3-209.5.) and are posted on the Renaissance in the Redlands Homeowners Association website. <http://www.hpmgj.com/> Heritage Property Management website. *** These policies supersede all Policies previously adopted by the Renaissance of the Redlands Homeowners Association. ** (effective February 24, 2020)*

In the case of any conflict between the Articles of Incorporation, the Bylaws, or the Declaration or Covenants, Conditions, Restrictions, and these listed "Policies & Procedures", such provisions of the Articles, Bylaws and the Declaration of Covenants shall take precedence and supersede any provisions of these Policies and Procedures.

COLLECTION POLICY, PROCEDURES, AND RULES:

Policy: It is vital to the effective administration of the Association that assessments and other charges be paid by Members in a timely manner. While a certain amount of bad debt is expected in any business, the Association must collect certain unpaid assessments in order to continue to serve the community well and efficiently. To perform these duties the Board needs to remain flexible in its approach in order to account for the unique facts and circumstances surrounding each delinquent payment.

Procedure:

Assessment Due Dates. Assessments levied pursuant to the Annual Budget are due annually on the first (1st) day of the following month: February. Special and other types of assessments not levies pursuant to the annual budget are due as and when determined by the Board under the provisions of the Amended Declaration.

"Past Due" Assessments. Assessment of all kinds are "past due" if they are not paid within thirty (30) days after the due date and shall bear interest from the due date.

Fees and Interest, Suspension of Voting Rights. A late fee will be charged against all past due assessments to bear interest at the rate of twelve percent (12%) per annum. The fees and interest charged will become due the date the assessment became due. These fees and interest shall be added to the total delinquent amount and shall become a charge upon the land as provided in the Declaration. Once assessments become past due, the Association will suspend the voting rights of the delinquent Owner.

Non-Sufficient Funds. If an Owner should pay the Association by check and such check is returned because of Owner's insufficient funds, the Owner shall, in addition to the amount owed and any late charges and interest, owe the Association a contractual charge of all bank fees at the current rate to process the NSF and cure the default together with all other and further amounts due the Association under the provisions of Colorado law, including, without limitation C.R.S. § 13-21-109.

Payment Plans. Except as provided here, the Association will make a good faith effort to coordinate with an Owner who has unpaid assessments to set up a payment plan with the following minimum terms: repayment of all unpaid assessments, late fees, interest, and other charges, costs, and expenses (including attorney fees) that may be included with any assessment as provided in C.R.S. § 38-33.3-316.3, over a period of no fewer than six (6) months in equal monthly installments. During the term of any repayment plan entered into under this policy, the Owner shall also keep current on all assessments that may come due. The Association has no obligation to coordinate a payment plan with an Owner that does not occupy their unit and acquired their unit either through default in a security interest encumbering the Unit, or foreclosure of the Association's assessment liens. Additionally, the Association has no obligation to coordinate a payment plan with an Owner with whom it has previously entered into a payment plan under this policy, regardless of the outcome.

Application of Payments on Delinquent Accounts. Payments made against balances owed on delinquent accounts shall be applied first to late charges, interest, returned check feed, and other costs and expenses that may become a charge upon the land under the terms of the Declaration, and then to unpaid assessments beginning with the amounts left unpaid the longest and continuing in chronological order.

Available Legal Remedies. Subject to the provisions of this policy, the Association, acting through the Board, may initiate collection proceedings of any kind at any time after any assessment payment becomes past due, as defined above. The Board, in its sole discretion in light of the relevant facts and circumstances may choose to employ any one or more of the following means in seeking collection, with or without notice, at any time after a payment is past due. In addition to the remedies described in this policy, the Board may pursue collection of unpaid assessments by any means authorized under Colorado law, as the same may exist from time to time.

- a) Acceleration. If any assessment payment is more than 60 days past due, all of the assessment payments due during the remainder of the current assessment year will become immediately due and owing. The entire amount so accelerated will be a charge upon the land of the delinquent Owner, as provided in the Declaration.
- b) Collection Agencies/Lawyers. Once an assessment has become 90 days past due, the Association may refer the past due assessments to a collection agency or a lawyer for collection. The delinquent Owner will be liable for any fees or other expenses associated with referring the matter for collection. Such expenses will be added to all delinquent amounts and will become a charge upon the land, as provided in the Declaration. At least 30 days prior to referring the matter to a collection agency or lawyer, however, the Association shall first provide the involved Owner with a notice of delinquency, describing the amount due, indicating whether the owner is eligible for a payment plan under this policy and providing contact information for the purpose of setting up such a plan, stating

the name of the person from whom the Owner may obtain a copy of the ledger or other accounting statement indicating the amount due, and providing that a failure to act in response to the notice within 30 days may result in referral of the matter to a collections agency or a lawyer for collection, foreclosure of the Association's assessment lien or the pursuit of other remedies provided by law.

- c) Lien. Once an assessment has become 120 days past due, the Association will give formal legal notice of its lien against the delinquent Owner's property. Any costs or expenses associated with this process, including attorney's fees, shall be added to the total delinquent amount and shall become a charge upon the land as provided in the Declaration.
- d) Foreclosure. As a last resort, the Association may foreclose its assessment lien upon the property of a delinquent Owner to satisfy the past due assessments, fees, costs, and other expenses charged against the land. Once the Owner has a balance of unpaid assessments equal to or exceeding 6 months of assessments computed under the Association's periodic budgets, and the Board, by vote on the record, determines to pursue foreclosure on an individual basis, the Association may begin foreclosure proceedings. The costs and expenses of so doing, including attorney's fees, shall be charged against the proceeds of any foreclosure sale, along with the delinquent assessment, costs, fees, and other expenses as provided by the Declaration.

- g. Richard recommended a late fee of \$3.57 plus interest would be removed because the Board did not have the homeowner's proper mailing address. This was resolved and the board agrees to have Richard contact Heritage and waive the late fee plus interest.

5. Redlands 360 and Renaissance 360 Status

- a. Dave briefed the board on the current status
- b. Renaissance 360 continues to move forward building houses on the East side of the subdivision.
- c. Dave has spoken with the Redlands 360 representative), they are continuing to submit documentation for the Redlands 360 to city planning, on top of the hill above our subdivision. One issue outstanding, is the extension of Athens way to South Broadway – planned to be a residential sized street. Additionally, they are proposing to make a road behind the water plant to access the upper Redlands 360 area on top of the hill, but not finalized as of yet. They don't anticipate any dirt being moved until next Spring 2022 at this time. The wetlands study submission will drive the way they handle the development of the area at the intersection of South Broadway and South Camp which is still in process.
- d. When the water was turned on earlier this Spring, there was a large leak in the existing Renaissance 360 subdivision and was repaired a quick manner by Renaissance 360 staff.

6. Deed Restrictions

- a. Note was made that there is a newer homeowner in the subdivision that has an RV in an RV parking area that is not covered. Board agreed to have Heritage send a letter to notify the new homeowner of the requirements to cover their RV.
- b. It was noted than an owner has left their boat out in their driveway over a period of weeks as he is repairing it. Board agreed to monitor the situation and if necessary have Heritage send a letter address the situation.

7. New business – None

8. Other:

- a. A tree was removed off South Camp by High Desert due to wind breakage and potential restriction to use on the sidewalk.

Meeting adjourned at 3:45.

Lonney Head