

Randy Anderson called meeting to order at 7:03 pm. Tonia Webb didn't read the minutes from October 2016 but we cover them at the annual meeting in October 2017. John DeNovellis still didn't receive the minutes so they'll be hand deliver. All of those present did receive them. The treasurer's report was given: Beginning balance October 2016-\$1298.125; Income: \$3910.00 (2016 Dues-\$2070.00 [69 homeowners' paid or 68%]; 2017 Dues-\$1830 [61 homeowners' paid or 60%]). Expenses: \$393.72 (Utilities-\$86.47, Office supplies-\$47.85, Postmaster-\$159.40, Community Center-\$100.00). The Associations ending balance for March 2017 is \$4804.40. The Community Center raised their price \$25 but we can use the facility up to 7 times in one year. \$2000.00 will be pulled from the checking account and placed in the Key Certificate. A spread sheet will be available at the October meeting show the road fund for those homeowners' who have paid their fee.

There were questions/comments about the various developments going on around us: landowner on the east side of Rancho Way, will they be paying for the road repair (the construction/builders)? Probably not as someone said it was general wear and tear. High Country Road is open to through traffic: construction traffic speeding through to get to exit (not suppose to drive through, if you see them call Town of Berthoud to report them); this was to be an emergency access only (Town of Berthoud has stated it was never stated to be emergency access only. Someone will need to check the Town meeting minutes to see what was said.) And the drainage/retention pond-serious issues with what was there (please remember this meeting was in April and they were still working on it. There was a small pond of water that was standing at the same place it always does when it rains.)

Committee update:

- + The garage sale was moved up a week to avoid Father's day weekend, it's now June 9-10 8a-2p.
- + Barking dogs - please be aware they (the dogs) will bark at the crack of dawn if they are let outside while other people are still sleeping.
- + Dead or dying trees - remember if it's your tree and it falls on your neighbors' property and does damage you are liable for the damage/repairs.

Amendments Revisions: We want everyone to know we are not voting on these items tonight. We are just deciding/voting which of the revisions are acceptable, to make the changes to the covenant we will need $\frac{3}{4}$ of the 101 homes to agree or 76 households.

#12 Livestock and Poultry. (This is the original amendment from the Building Restrictions and Protective Covenants.)

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

The revised amendment:

#12 Livestock. No animals or livestock of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

#12a Poultry. The following requirements apply to keeping "backyard chickens".

- No person may own or keep any other fowl, including ducks, quail, geese, turkey, or pigeons* in Colony Ridge Subdivision. *The pigeons (white doves) located at 1509 Rancho Way will be grandfathered in, thus, exempting them from this rule.
- An owner or tenant may keep up to six (6) chicken hens.
- No roosters and no more than 6 chicken hens in Colony Ridge Subdivision.
- Coop and outdoor enclosure standards:

- 1. The chickens must be provided with a covered, properly ventilated, predator-resistant chicken coop.**
 - a. Coop Restrictions: i. Coop and run up to seven (7) feet in height at highest point in roof, predator proof, with a solid top; ii. Six (6) feet from structures or property line (side or rear); iii. Four (4) square feet/chicken, max 120 square feet; must be in rear of property; iv. Must have food and water at all times.**
- 2. The chickens must have access to an outdoor enclosure that is adequately fenced to protect them from predators.**
- 3. The chicken coop and outdoor enclosure shall be regularly cleaned to control dust, odor and waste and not constitute a nuisance, safety hazard, or health problem to surrounding properties. All waste must be properly disposed, not to create a nuisance or health problem to surrounding properties.**
- 4. If a violation occurs,**
 - a. Verbal warning – 15 days of non-compliance to correct issue/problem;**
 - b. Written warning – 30 days of non-compliance to correct issue/problem;**
 - c. After 45 days of non-compliance of issue/problem with amendment 12a (Poultry) a \$30.00 fine will be assessed; every 30 days of non-compliance, an additional \$30.00 will be assessed until issue/problem is resolved.**

Discussion followed on this issue: questions about the number of chickens per household, and county vs. city regulations. We pulled information from the City of Loveland and Longmont as well as Larimer County to get what we are presenting to everyone. A comment was made that spending $\frac{3}{4}$ of this meeting talking about chickens is not the way they had planned to spend their evening! If this issue fails it will not be revisited for another two (2) years and chicken/poultry will not be allowed. John DeNovellis made the motion to present this revision to the whole subdivision for voting with Steve Distel and Dawn Cooley seconding. The motion passed 14 yes and 4 nays. The mailing will have the original and the revision for all to read.

#16 Vehicular Parking. (This is the original amendment from the Building Restrictions and Protective Covenants.)

No vehicles, boats, campers, trailers, or other such contraptions or devices, except operable passenger cars, or operable trucks and vans of less than one (1) ton cargo capacity, shall be parked, stored or permitted to remain except that recreational vehicles may be stored within an enclosed garage or behind a fenced area within subject lot.

The revised amendment:

#16 Vehicular Parking:

- A...No more than one (1) recreational vehicle: boats (or other motorized water craft), RVs, campers, trailers, or any motorized “toy” (i.e. snowmobile, ATV, UTV, etc.) or other such contraptions or devices, except operable passenger cars or operable trucks and vans of one (1) ton or less cargo capacity, shall be parked, stored or permitted to remain in the front of subject’s lot. All other recreational vehicles: boats (or other motorized water craft), RVs, campers, trailers, or any motorized “toy” (i.e. snowmobile, ATV, UTV, etc.) or other such contraptions or devices, may be stored within enclosed garage, flushed with side of house, or behind a fenced area within subject’s lot. No recreational vehicle: boats (or other motorized water craft), RVs, campers, trailers, or any motorized “toy” (i.e. snowmobile, ATV, UTV, etc.) or other such contraptions or devices, may be stored on street.**
 - If a violation occurs:**
 - 1. Verbal Warning – 15 days of non-compliance to correct issue/problem;**

- 2. Written Warning – 30 days of non-complacence to correct issue/problem;
 - 3. After 45 days of non-complacence of issue/problem with amendment a \$30.00 fine will be accessed; every 30 days of non-complacence, an additional \$30.00 will be accessed until issue/problem is resolved.
- B...No more than one (1) recreational vehicle: boats (or other motorized water craft), RVs, campers, trailers, or any motorized “toy” (i.e. snowmobile, ATV, UTV, etc.) or other such contraptions or devices, except operable passenger cars or operable trucks and vans of one (1) ton or less cargo capacity, shall be parked, stored or permitted to remain in the front of subject’s lot from May 1st to September 30th of any given year. All other recreational vehicles: boats (or other motorized water craft), RVs, campers, trailers, or any motorized “toy” (i.e. snowmobile, ATV, UTV, etc.) or other such contraptions or devices, need to be stored within enclosed garage, flushed with side of house, or behind a fenced area within subject’s lot. No recreational vehicle: boats (or other motorized water craft), RVs, campers, trailers, or any motorized “toy” (i.e. snowmobile, ATV, UTV, etc.) or other such contraptions or devices, may be stored on street.
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There was an issue/mistake with the way it was originally presented for voting which resulted in failed votes for both revisions presented. Kathy Morin made a proposal to leave all revisions as they were previously presented (before the failed votes): the original, revision A and revision B and put them to vote for those present from the Association. Pat Herrington second with the motion passing 14 yes to 2 no. There are wording corrections that need to be made: *Revision A change “If more than one recreational vehicle...” to “All other recreational vehicles...” and subject should subject’s on both revisions.*

Angela Berry made a proposal that we start fresh in our voting for Revisions A and B, where we vote to present Revision A or B to the homeowners, Lisa Riley second and the motion passed. Revision A received 8 votes and Revision B received 12 votes. Revision B will be presented to the subdivision.

#18 Enforcement. (This is the original amendment from the Building Restrictions and Protective Covenants.) *Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.*

The revised amendment:

#18 Enforcement.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. If a violation occurs punitive damages could and/or will be assessed: Verbal Warning – 15 days of non-complacence to correct issue/problem; Written Warning – 30 days of non-complacence to correct issue/problem; After 45 days of non-complacence of issue/problem with amendment a \$30.00 fine will be accessed; every 30 days of non-complacence, an additional \$30.00 will be accessed until issue/problem is resolved. The homeowner will be responsible for all legal costs incur by the Association in the handling of the infraction.

By revising #18, we have an amount by which we can fine for infractions of covenants.

Jim Bunker made the motion to close the meeting with Dawn Cooley second. Motion passed with meeting closing at 8:03 pm.

The following is what the Associations members (homeowners) will be voting on:

The revised amendment:

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#12a Poultry. The following requirements apply to keeping “backyard chickens”.

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- Coop and outdoor enclosure standards:
 5. The chickens must be provided with a covered, properly ventilated, predator-resistant chicken coop.
 - a. Coop Restrictions: i. Coop and run up to seven (7) feet in height at highest point in roof, predator proof, with a solid top; ii. Six (6) feet from structures or property line (side or rear); iii. Four (4) square feet/chicken, max 120 square feet; must be in rear of property; iv. Must have food and water at all times.
 6. The chickens must have access to an outdoor enclosure that is adequately fenced to protect them from predators.
 7. The chicken coop and outdoor enclosure shall be regularly cleaned to control dust, odor and waste and not constitute a nuisance, safety hazard, or health problem to surrounding properties. All waste must be properly disposed, not to create a nuisance or health problem to surrounding properties.
 8. If a violation occurs,
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 - c. After 45 days of non-compliance of issue/problem with amendment 12a (Poultry) a \$30.00 fine will be assessed; every 30 days of non-compliance, an additional \$30.00 will be assessed until issue/problem is resolved.

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 - 2. Written Warning – 30 days of non-compliance to correct issue/problem;

- 3. After 45 days of non-complacence of issue/problem with amendment a \$30.00 fine will be accessed; every 30 days of non-complacence, an additional \$30.00 will be accessed until issue/problem is resolved.

The revision:

#18 Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. If a violation occurs punitive damages could and/or will be assessed: Verbal Warning – 15 days of non-complacence to correct issue/problem; Written Warning – 30 days of non-complacence to correct issue/problem; After 45 days of non-complacence of issue/problem with amendment a \$30.00 fine will be accessed; every 30 days of non-complacence, an additional \$30.00 will be accessed until issue/problem is resolved. The homeowner will be responsible for all legal costs incur by the Association in the handling of the infraction.