

**MINUTES OF THE BOARD OF DIRECTORS MEETING OF
PARK RIVER WEST CONDOMINIUM ASSOCIATION, INC.**

Monday, September 21, 2020

(Meeting held via conferencing app Zoom)

A meeting of the Board of Directors of PARK RIVER WEST CONDOMINIUM ASSOCIATION, INC. (the "Association") was held on Monday, September 21, 2020, via ZOOM online/video meeting at 4:00 p.m. MST. President Stew Squires (618) presided. Association Secretary Mindy Stephens (603) acted as Secretary of the Meeting and prepared these Minutes.

1. Call to Order/ Role Call

The meeting was called to order at 4:00 p.m. The following directors were present: President Stew Squires (618), Vice President Fritz Sampson (633), Treasurer Helen Evans (619), Secretary Mindy Stephens (603), John Mize (615), Greg Barkley (605) and Sandra Ireland (670). The following persons were also in attendance: Robert Foster (attorney for PRWCA, Inc.), Kurt Housinger (613), Karen and Doug Spitznagle (607).

2. Approval of Minutes of August 22nd Board Meeting

The minutes were reviewed and upon a motion made by Fritz Sampson (633) and seconded by Helen Evans (619), they were approved unanimously. The Secretary will post the Minutes on the Website.

3. Treasurer's Report

Helen Evans (619) presented the Treasurer's report. Everything is coming per budget. Funds are as budgeted with minor normal expenses (including some landscaping, shingle replacement on a building, some deck painting) and all in all a good month. John Mize (615) moved to approve the Treasurer's Report, Mindy Stephens (603) seconded and all approved.

4. Old Business

a. Rental Policy Violations Hearing

The next item on the agenda was the hearing for the Rental Policy Violations previously scheduled. In accordance with Association policy Director Ireland recused herself from deliberation or vote on the matter. In attendance: Robert Foster, PRWCA attorney presiding and the affected Unit Owners: Doug and Karen Spitznagle (607); Kurt Housinger (613) and Sandra Ireland (670). Robert Foster introduced himself and indicated that he was attending in order to present the claimed violations. Foster stated that all three units received a letter around June 1, 2020 regarding the violations of not being in compliance with all the requirements for short-term rental owners. The owners responded as follows:

i. 607 – Spitznagle

Karen Spitznagle stated that, yes, they were apparently not in compliance and we took the matter to the property manager (Sky Run) to get it done, but they have not as of today.

ii. 613 – Housinger

Kurt Housinger stated that he had no dispute with the claim of the violation and was aware that not in compliance. He had also contacted rental company (Sky Run) and they had not gotten it done and the rental agent had not signed the applicable agreement.

iii. 670 – Ireland

Sandra Ireland stated that, yes, she agreed that she was out of compliance, again, trying to work with the property manager (Sky Run).

There followed a discussion of a memo from Sandra Ireland which proposed a solution to the violations and working with the owner of Sky Run, Greg Roesner, to seek a way to incorporate the language required by the Declarations of PRWCA. (A copy of that memorandum is attached at the

end of these minutes.) After discussion, Fritz Sampson (633) presented the following resolution:

RESOLVED, that the owners of Units 607, 613, and 670 each be fined \$25 for violation on May 2, 2020 and September 20, 2020, \$50 total.

FURTHER RESOLVED, the owners have submitted a Memorandum/Proposal dated September 19, 2020 setting out provisions at section 1 a., b., and c. detailing insertions in the unit owner rental webpage. The imposition of the fines for each Unit is suspended and no further adverse enforcement of the rental rules violated shall take place during the 2020 rental season upon the following terms and conditions:

1. The Board will not take further enforcement action on the rental unit for the 2020 season if the owner causes the following to be inserted in the Homeowners SkyRun web page:

“In order to ensure the peace and tranquility of this Community, guests who rent this property agree that as a part of the Rental Agreement the Guest and all occupants of this property will comply with the Condominium Association Declaration and Rules found at www.parkriverwest.com/rental, especially the following Ten Rules.”

The additional “Ten Rules” language is acceptable. More than that is at the discretion of the owner.

2. Insertion will be 11-point type or larger.

3. The Board is not making any agreement with the Agent – Sky Run. This is solely between the Association and the owner.

4. This is just for the 2020 rental season. The Board contemplates future amendments to its policies, procedures and rules and the owner may have to amend its 2021 and future rental agreements to comply.”

Upon a motion by John Mize (615) to approve this proposed action; Helen Evans (619) seconded, and all approved, except recused Director Ireland. (The September 19th memorandum is attached to these minutes as Exhibit 1.)

The Board offered appreciation that the three unit owners were involved in getting these issues resolved. Robert Foster was also thanked for his efforts. Sandra Ireland was designated to take the lead in getting this resolution to SkyRun for implementation.

At this point, Robert Foster, Doug and Karen Spitznagle (607) and Kurt Housinger (613) left the meeting.

b. Adopt 2021 Budget and Amendment to Bylaws per instructions from Members.

The next item was action on receipt of instructions from the Members with regard to the 2021 annual budget, and amendment of the Bylaws as directed by the Membership. Upon motion by John Mize (615), second by Sandra Ireland (670), the following resolutions were unanimously adopted:

RESOLVED, that the 2021 Budget as adopted by the membership, attached as Exhibit 2, the 2021 dues/assessment of \$750.00 per calendar quarter per Unit as approved by the membership is adopted.

FURTHER RESOLVED, that upon instruction from a majority of the Members present and voting at the 2020 Annual Meeting of the Association Article III Section 7 shall be added to the Bylaws, and by act of the Directors Article III is amended to include Section 7, and shall henceforth read:

“7. Assessments. The provisions of Declaration Section 9.A. are varied to permit unequal assessments for common utilities. The term “common utilities” as it appears here and in the Declaration Section 9. E. is defined as water service and sewer service, both sanitary and storm; except, if a common utility provider shall separately charge a Unit for sewer or water that service shall no longer be a common utility and the utility shall be at the sole cost of the Unit owner. If the common utility provider begins charging Units directly for service during a calendar year, that portion of the utility assessment that is part of the condominium dues annually assessed by the Association to Units will be credited pro rata to Units, as of the date the utility begins its charge to Units, so that owners are not double billed for those utilities. Whenever the provider of a common utility would charge a different amount for a Unit based on its use or licensing status (“ License Unit”, e.g. short-term rental license) than that of a Unit classified as a single family home (“Common Unit”), then the portion of water or sewer charge that exceeds that of a Common Unit will be calculated and separately assessed against that License Unit. The Board shall determine the time, method, and manner of any unequal separate assessment or adjustment for common utilities.”

The Bylaws are restated accordingly, and the Secretary shall include Article III Section 7 in the records of the Association. (Copy attached to these minutes as Exhibit 3.)

c. Landscaping

i. Fall Cleanup?

Stew Squires reported that besides cleaning up some tree issues from the elk, it looks like nothing is needed for a fall clean-up day. The community looks good. Minimal funds will be required only for some clean-up with the landscape contractor to take to the dump.

ii. River Path Maintenance

There was discussion regarding further pursuing this in the spring and to see if we can get a recommendation of the contractor who did the path for Mountain River, next door. Stew Squires will follow up. We will see if we can get a second bid to re-do the path between the two bridges. Fritz Sampson ask about whether a simple zigzag barrier to prevent scooters and bicycles from going through might work.

d. ACH Autopayments

Helen Evans reported that we are going to have a trial run with the October 1st HOA dues with a few examples and will report at the next Board meeting.

e. UTSD Billing to Unit Owners

Stew Squires (618) has raised this possibility with the UTSD district manager. We need to draft a formal letter to present to them and ask if this get this done by December 1st. John Mize (615) so

moved, Helen Evans seconded, and all were in favor. Stew Squires will draft the letter and send out to the Board for review.

f. **637 Deck Repair Approval**

Fritz Sampson (633) reported on the agreement for repairs of the deck of Unit 637 (owner Ann Ball) contained in a **Memorandum** of Shared Costs (Exhibit 4). The original agreement will be maintained in the Association records. Absent from the agreement is a provision for the cost of additional deck sealant. The Board unanimously authorized Sampson to attend to the sealant and cost with Kingswood and Bell. Upon a motion by Helen Evans (619) and second by John Mize (615), it was resolved that the agreement with Bell for Unit 637 as signed by the President is ratified and that Sampson is authorized to complete the sealant application with Kingswood. The resolution was unanimously adopted

5. **New Business**

Ireland brought up the issue of Occupancy limits. She was concerned about the limits set of no more than 6 adults and only two kids over the 6 adults. The directors with institutional memory of the issue explained that Declaration 17A explicitly limits occupancy to 6 persons, but that a Section 17 Variance had been issued at least 10 years earlier so as to permit 2 additional persons under 12 to occupy. The variance was issued for all Units, not just rentals, so as to accommodate the visits by family, the so called "grandchild clause". No action was moved or taken by the Board.

6. **Set next board meeting**

The next Association Board meeting will be held Monday, October 19, 2020 at 4:00 p.m. Due to the ongoing precautions due to the COVID-19 pandemic, the next meeting will be held via ZOOM. Any unit owner/member may attend via ZOOM by sending an email request to Stew Squires, President (618

7. **Adjournment**

There being no further business, Sandra Ireland (670) moved to adjourn, Mindy Stephens (603) seconded the motion, and it was approved by all. The meeting was adjourned at 5:45 p.m.

Minutes Prepared and Signed on:

September 21, 2020

Mindy Stephens Director and Secretary of the Meeting

Exhibit 1

Park River West Condominium HOA Short Term Rental Memorandum on HOA Rule Compliance

Date of Memorandum:

September 19, 2020

Memorandum's Purpose:

To bring specific condominium owners in the Park River West community into compliance with the Park River West Rules on Short Term Rentals.

The specific Park River West Homeowners:

Ireland, Housinger, Spitznagle

Background:

Each of the above stated homeowners have short term, vacation home rental management agreements with SkyRun Estes Park (SkyRun). The HOA has specific, written regulations regarding vacation (Rules) home guest activities. Those regulations require specific steps be taken by the Owners in order to be in compliance with the HOA regarding guest activities/behaviors in the Park River West community. One HOA requirement specifies the Ten Rules (noted below) be a part of the Rental Agreement executed by the guest. Due to limitations of SkyRun software, placement of the Ten Rules within the actual Rental Agreement executed by the guest cannot be met.

Requested compromise regarding the Ten Rules being included in the Guest reservation agreement:

To meet the HOA objective of vacation home guests' awareness of the HOA Ten Rules, and most importantly agreeing to be in compliance with said Rules, SkyRun proposes the following. These proposals are in lieu of the Ten Rules being written in the Rental Agreement. SkyRun proposes the following steps will be taken by SkyRun for each property, as well as any additional Park River West properties SkyRun might manage in the future:

1. The following information will be inserted in the Homeowners SkyRun web page:
 - a. *"In order to ensure the peace and tranquility of this Community, guests who rent this property agree that as a part of the Rental Agreement the Guest and all occupants of this property agree to abide with the following Ten Rules."*
 - b. The Ten Rules will be posted below the message.
 - c. The following message will be posted below the Ten Rules:
 - i. *"Upon reserving this Property for your Estes Park vacation, you will be receiving an email from SkyRun confirming your reservation along with the confirmation that you, along with your fellow guests, agree to the list of Ten Rules noted above. In this communication, there is also the agreement between SkyRun and yourself that if you or your fellow guests do not feel you can follow these rules, you will have 48 hours after receipt of this communication to cancel the reservation with a full refund of the reservation monies paid to SkyRun."*
2. In addition to the message on the property's SkyRun web page, message in 1.c.i. (above) will be emailed to Guests within 24 hours of reservation booking.
 - a. This message is guaranteed to reach each guest because the message is an auto-email generated by the SkyRun software.
3. In each SkyRun managed property the Ten Rules will be:
 - a. Posted in an area of high visibility in each property.
 - b. Inserted in each of the property Guest Manuals.
4. SkyRun website inclusion will occur within 48 hours of HOA Board approval of this compromise.

5. The Ten Rules message will be on the SkyRun website; included in guest email message; and inserted in the Guest Manuals within 48 hours of HOA Board approval of this compromise.

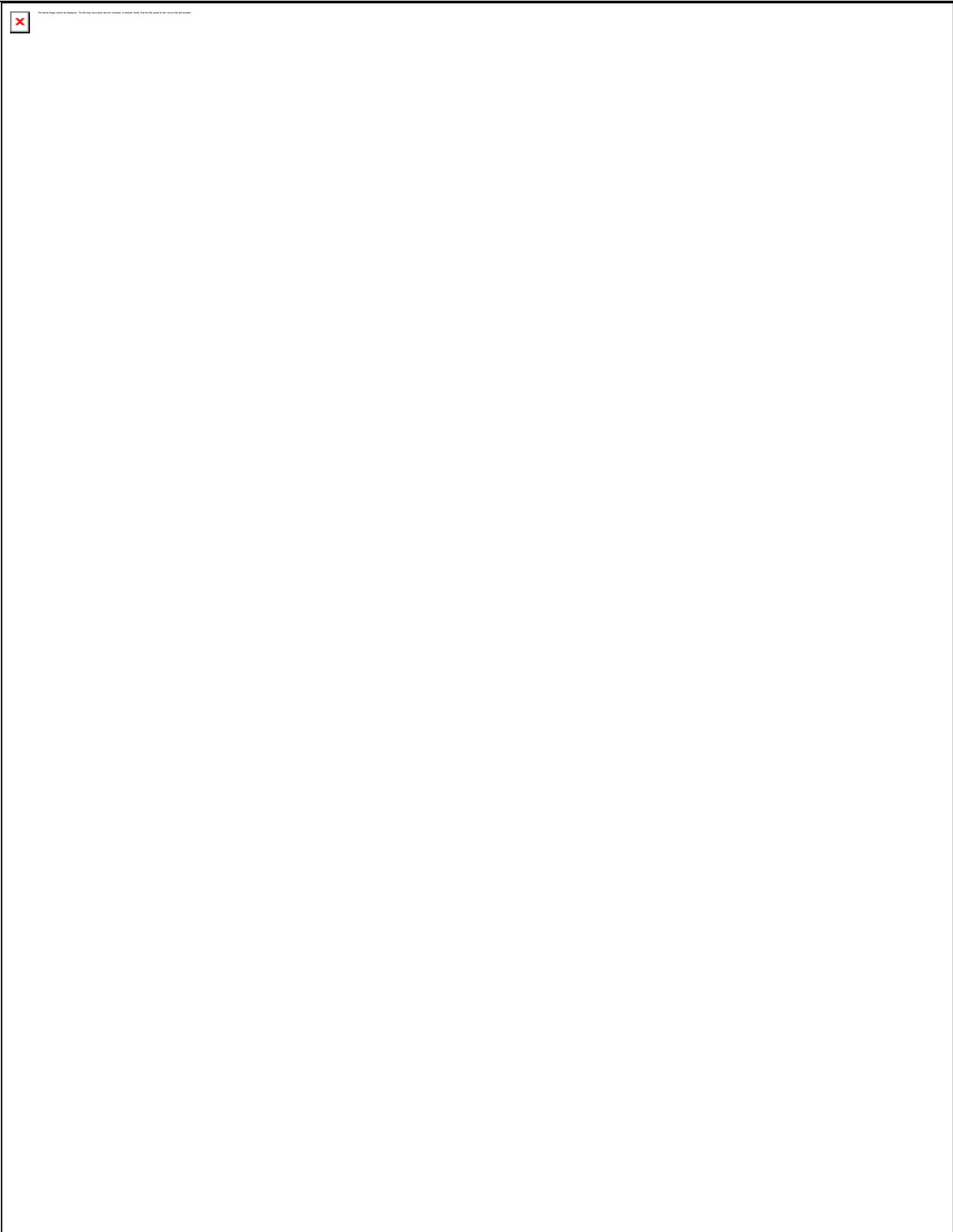
INFORMATION FOR RENTERS: (copied from HOA website)

We are delighted to welcome you as a renter at Park River West. Please observe the following rules which insure that your rental will be safe and enjoyable for you and your neighbors.

1. Person renting must be at least 25 years old. Occupancy is limited to a total of 8, with no more than 6 adults and 2 additional children (aged 12 or under), which must be affiliated family members.
2. Event rentals are prohibited. Event rentals are defined as the rental of a Unit to one or more persons for planned gatherings of related or unrelated persons for the purpose of celebrating special events such as, but not limited to, weddings, reunions, bachelor and/or bachelorette parties, and business retreats. Rentals are restricted to rentals to family gatherings so as to comply with the Declaration rules concerning occupancy, and in keeping in character of PRW as a residential community.
3. "Quiet Time" shall be from 10:00 P.M. until 8:00 A.M. every day, during which no person shall conduct an activity inside or outside a unit which is audible within any other unit or shall disturb the quiet or peace of any other unit. Examples of such activity are, but not limited to: conversation or music inside or outside a unit audible inside any other unit, deck parties, occupancy of a hot tub or spa, operation of a noisy vehicle or mechanical device. Exterior lights must be turned off overnight.
4. Renters may not bring pets into Park River West.
5. Trash is to be placed in approved containers at the end of the driveway on the day of collection. No other trash, rubbish, equipment, or material of any nature shall be left outside of any unit.
6. Parking is restricted to the garage and the driveway bib in front of the garage door.
7. No trailer, boat or RV of any type is allowed on the PRW property unless it is parked in the garage. It may not be parked in the driveway or on the public street.
8. No open fires are allowed at PRW. This includes limited common elements, decks and patios. By way of example and not limitation, no charcoal barbecues, propane or wood fire pits, Chiminea outdoor fireplaces, tiki torches, bug repellent/citronella candles are permitted on decks, patios, or in any open areas.
9. Please keep gas or electric grills, as far away from the structure as possible, and not less than 2 feet away from the deck railing, when in use. Do not leave the grill unattended.
10. No activities shall be conducted within any Unit or upon PRW property which are unlawful or may be unsafe or hazardous to any person or property.

If found in violation of these rules by a PRW Board member, the Unit owner, or the Unit management company, the renters may be required to vacate the property and will be subject to the penalties contained in their rental agreement.

Exhibit 2



**Amendment to Bylaws by action of the Membership on August 22, 2020
and Act of the Directors on September 21, 2020.**

Declaration Section 9 A provides “*Unless otherwise determined by the Membership, all assessments shall be equal.*” By majority vote of the membership at the 2020 Annual Meeting of the Members held on August 22, 2020 equal assessments were so varied, and the Bylaws were amended by adding Article III Section 7 which reads:

7. Assessments. The provisions of Declaration Section 9.A. are varied to permit unequal assessments for common utilities. The term “common utilities” as it appears here and in the Declaration Section 9. E. is defined as water service and sewer service, both sanitary and storm; except, if a common utility provider shall separately charge a Unit for sewer or water that service shall no longer be a common utility and the utility shall be at the sole cost of the Unit owner. If the common utility provider begins charging Units directly for service during a calendar year, that portion of the utility assessment that is part of the condominium dues annually assessed by the Association to Units will be credited pro rata to Units, as of the date the utility begins its charge to Units, so that owners are not double billed for those utilities. Whenever the provider of a common utility would charge a different amount for a Unit based on its use or licensing status (“ License Unit”, e.g. short-term rental license) than that of a Unit classified as a single family home (“Common Unit”), then the portion of water or sewer charge that exceeds that of a Common Unit will be calculated and separately assessed against that License Unit. The Board shall determine the time, method, and manner of any unequal separate assessment or adjustment for common utilities.

The Board of Directors adopted the amendment at a regular meeting held on September 21, 2020 by the authority of Colorado Revised Nonprofit Corporation Act Section 7-130-201, added Article III Section 7 to the Bylaws, and restated the Bylaws accordingly.

Park River West Condominium Association, Inc.

By: _____
Stewart Squires, President

Attest: _____,
Mindy Stephens, Secretary

Exhibit 4

Memorandum of Shared Costs

Ann Ball (owner of Unit 637) and Park River West Condominium Association, Inc. agree as follows:

1. Ann Ball acknowledges that (a) the area over the garage on Unit 637 is a deck, (b) Unit 637 has received one repair under the member adopted deck repair policy adopted at the 2017 Annual Meeting, and (c) the owner of Unit 637 is responsible for all subsequent repair or replacement as provided in the Declaration and the policy as stated:

A. The Association shall remediate deck deterioration once for each Unit, including the replacement or repair of structural components and installation of a moisture barrier.

B. The expense shall be borne by the Association. Any later repair or replacement shall remain the responsibility and the expense of the Unit owner according to the Declarations.

C. All deck repairs must be arranged through the Association. And, the Association shall manage the repairs and charge the Unit owner for the cost.

2. Rotten decking on 637 discovered in August 2020 will be replaced and repaired under warranty. The detail of the warranty work is contained in the Kingswood Home Services proposal dated August 31, 2020, attached and incorporated by reference.

3. Deck posts will be replaced with 4x6 posts and the railing removed and reinstalled as a prophylactic measure to increase railing strength and prevent future post movement. The cost will be borne 50/50 by the Association and Ann Ball. The total cost is estimated at \$2106.76.

3. Painting will be at Association cost.

4. Ann Ball will pay for new rubber backed carpet without an edging on the down slope side. The rubber backed carpet will be to Association specifications, but the owner can choose color or pattern. Ann Ball has been provided with a sample of the carpeting. The specifications are found at: <https://philadelphiacommercial.com/products/indoor-outdoor/details/successionii-bl/54694/hammered/00200> and <https://pdrnaview.shawinc.com/spec-viewer/?key=JCUKCU%2BXyAolK%3D®ion=EN-US>. Copy attached.

So Agreed.

Dated: Sept 8 2020

Ann Ball
Ann Ball - Owner of Unit 637 Park River West Condominiums

Park River West Condominium Association, Inc.

By: [Signature]
President

Proposal

Kingswood Home Services
Office - 509 Pine River Dr.
Mailing - 152 Stanley Circle
Estes Park, CO 80517
Phone: (970) 586-6551 Fax: (970) 586-5148
Email: stuart@homesbykingswood.com

Date: August 31, 2020
To: Park River Condos 637
Mailing Address: 637 Park River place
City, State, Zip: Estes Park, CO 80517
Phone: 720-935-8792
Cell: _____
Email: squiressg@yahoo.com

PROJECT NAME:

PROJECT LOCATION: 637 Park River place

We propose to perform all labor and provide all materials necessary to complete the following:

PROJECT DESCRIPTION:

Replace rotter decking under warranty
Pull back carpet and repair roofing leak around posts and re-apply sealant the length of the roof under warranty
Install new flashing under warranty

Remove guardrails and replace 4x4 posts with 4x6 posts and reinstall guard rails
Owner to supply new rubber backed carpet without an edging on the down slope side

Debris removal included

We propose to furnish material and labor, complete in accordance with above specifications, for the sum of:
Dollars: \$2,106.76

Payments to be made as follows: **TO START - 50% to start** \$1,053.38
PER BILLINGS BY % COMPLETE

Payments due in 10 calendar days from invoice date. A 2% per month late charge will be added.

Contractor's signature: _____
Stuart Weniger
Stuart Weniger - Kingswood Home Services

Acceptance of proposal - The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Owner's signature: _____ Date: _____

SUCCESSIONII BL



Style Name	SUCCESSIONII BL	
Style Number	54094	
Product Type	Broadloom	
Construction	Hobnail	
Fiber	High Uv Polypropylene	
Dye Method	Solution Dyed	
Primary Backing	N/A	
Secondary Backing	Performance Rubber	
	U.S.	Metric
Product Size	12 ft	3.66 m
Finished Pile Thickness	0.138 in	3.51 mm
Average Density	11217 oz/yd ³	
Total Thickness	0.373 in	9.47 mm
Tufted Weight	43 oz/yd ²	1437.9 g/m ²
Pattern Repeat	0.03 ft W X 0.06 ft L	0.95 cm W X 1.91 cm L

Recommended Installation Methods

Direct Glue

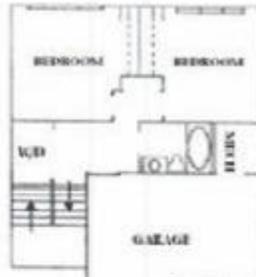
Performance Testing

Pill Test	Pass
NBS Smoke	Less than 450
Electrostatic Propensity	Less than 3.5 kv
CRI Greenlabel Plus	GLP0080
ADA Compliance	>0.5, meets the recommended static coefficient of friction for ADA walking surfaces and accessible routes

Specifications are subject to nominal manufacturing variance.
Material supply and/or manufacturing processes may necessitate changes without notice.



Lower Level
584 sq ft



The "Twin Sisters" Plan 1876 total sq ft

The "Twin Sisters" Plan Features:
Living on 3 levels with very open plan
Large walk-in pantry
2nd floor great room is a must see; the area includes a kitchen, living area and an enormous deck with great views, the perfect spot for entertaining
A great vacation home or permanent residence for the active lifestyle



Main Level 784 sq ft

Third Level 508 sq ft