

**SFTR POA Regular Meeting Minutes**  
**October 5, 2024, 12:30 pm**  
**Metro Operations Center**

**Directors:** Robert L. Scott, Rick Kinder, Mark Thomas, Carol Smith, Bill Nielsen, Bill Latham, Ken Dixon, Scott Tollefson, Joe Richards

**Call to Order: 12:30 pm**

**Proof of Notice:** On website, and in mailing

**Roll Call and determination of quorum:** Scott Tollefson absent; all other Directors present; Quorum achieved

**Election of Officers:**

President: Robert L. Scott (5 for Robert Scott; 1 for Ken Dixon; 1 for Bill Nielsen; 1 abstain)

Vice President: Rick Kinder (4 for Rick Kinder; 3 for Bill Nielsen, 1 abstain)

Treasurer: Mark Thomas (by acclamation)

Secretary: Carol Smith (by acclamation)

**Committee Assignments:**

Communication: John Gerald (Bill Nielsen member)

Government Documents Review : Bill Nielsen

Roads: Robert L. Scott

Covenants: Rick Kinder

Weeds/ Common Area: Scott Tollefson

Finance: Mark Thomas

Community and Emergency Preparedness: Bill Latham

Grazing: Marty Pachelli (Carol Smith member)

Forest Health Wildfire Mitigation: Ken Dixon

Grant Application and Oversight: Joe Richards

**Notes:** It was decided as a board to create a new Committee, with Joe Richards agreeing to chair, for Grants applications and Oversight. This has been done by Ken Dixon the past couple years with Michael Hughes' great help, but it takes a lot of time for Ken as he works with other obligations with his FHWM Committee work. With various Grants available for communities such as ours, Joe will now work with State Forester Specialists in this endeavor.

**Dates for Meetings Dec 2024-October 2025**

December 7, 2024

February 1, 2025

April 5, 2025

June 7, 2025

August 2, 2025

October 11, 2025 (Annual Owners Mtg, followed by Regular POA Board Mtg.)

**New business:**

**2025 POA Budget**

The 2025 proposed budget (attached) was presented and a motion was made and passed by the Board to “adopt” this. The Owners have until December 7, 2024 meeting to review and ask questions and comment. At the December meeting, the POA Board will vote on the 2025 budget.

Mark stressed that it is recommended a POA such as ours should keep 40% of its income in “reserve”. We have been spending more each year and if we continue to do so, we will need to have a significant increase in our dues in the future, as we will be delving into our reserves. An increase in volunteering is one essential to help alleviate this spending when we need to use outside contractors for projects.

The CPI is estimated to be 2.1% in November, and would mean an increase of \$19/ year per lot in dues if the budget passes. This increase does not need to go before Owners as a vote as long as the increase is not over the CPI amount.

**SFTR Property Owners Policy Change proposal**

Bill Nielsen presented the changes to our Association Policy 2024-01 in accordance with HB 24-1233, which is in regards to the means of contacting Owners who are in violation with the ranch covenants. These changes can be seen in red on the attached form. The Board agreed to the changes needed.

**Southeast Fuel Break Grant Proposal**

Michael Hughes has been researching various grants which may be considered by the POA Board for Mitigation purposes. He sent a couple in recent weeks to the Board for consideration. In discussion, the Board had various opinions and confusion, as the original information seemed to differ from later versions. The Board decided not to go forward with any Grant action until clarification can be made, and clear understanding of the board and homeowners responsibility.

**Meeting adjourned at 1:15 pm.**

Santa Fe Trial Ranch POA					
Budget 2025 Estimates Compared to 2024 Estimated Actuals					
As of 09-28-24					
		Total Estimated 2024	2025 Budgets	Change from 2024 Estimated Actuals	2024 Budget Notes
<b>Beginning Cash Balance 2024 and 2025</b>		\$ 339,470	\$ 302,022		
<b>Cash Balance used for Increased Expenses in 2024 and 2025 over Income (Estimated Revenues less Estimated Expenses)</b>		\$ (37,448)	\$ (60,790)		
<b>Reserve for Future Projects</b>		\$ 302,022	\$ 241,232		
<b>General Income:</b>					
	Annual Dues	\$ 416,307	\$ 424,914	\$ 8,607	453 lots at \$938 per lot - this is a 2.1% increase (the estimated CPI for November 2024) over 2024 or \$19 per lot per year
	Less: Reserve for Bad Debts	\$ (5,000)	\$ (5,000)	\$ -	This will bring the accumulated bad debt reserve to \$10,000 at the end of 2025
<b>Total General Income</b>		\$ 411,307	\$ 419,914	\$ 8,607	
<b>Other Income:</b>					
	Covenant Violations	\$ -	\$ 500	\$ 500	Estimate
	Processing Fees/Credit Card Processing Fees	\$ 5,480	\$ 2,500	\$ (2,980)	Reduced from 2024 as more owners are opting to use the ACH payment process that is now available
	Grazing Lease	\$ 2,520	\$ 2,520	\$ -	Cattle Grazing Lease renewal at 2024 rates
	Interest Income	\$ 8,239	\$ 8,250	\$ 11	Consistent with 2024 actuals
	Finance Charges	\$ 900	\$ 900	\$ -	Estimate
	Lien Fees	\$ 300	\$ 300	\$ -	Estimate
<b>Total Other Income</b>		\$ 17,439	\$ 14,970	\$ (2,469)	
<b>Total Income</b>		\$ 428,746	\$ 434,884	\$ 6,138	Increase in Income over 2024

Santa Fe Trial Ranch POA					
Budget 2025 Estimates Compared to 2024 Estimated Actuals					
As of 09-28-24					
		Total Estimated 2024	2025 Budgets	Change from 2024 Estimated Actuals	2024 Budget Notes
<b>Communications</b>					
	Bare Communications - Website Hosting, maintenance and upgrades	\$ 1,650	\$ -	\$ (1,650)	Website support brought in house by John Gerald Improvement to equipment to improve Owner experience at meetings Revised licensing for 2025 Consistent with 2024 Incidentals
	Equipment to improve streaming, recording and microphone system	\$ 912	\$ 2,475	\$ 1,563	
	Google Meet	\$ 1,077	\$ 432	\$ (645)	
	IONOS, Acrobat, Dropbox, Microsoft, Annual Website, Spam	\$ 348	\$ 420	\$ 72	
	Miscellaneous Expenses	\$ -	\$ 420	\$ 420	
		\$ 3,987	\$ 3,747	\$ (240)	
<b>Forest Health/Wildfire Mitigation</b>					
<b>Forest Health/Wildfire Mitigation</b>					
	Contracted mitigation work	\$ 57,850	\$ 65,000	\$ 7,150	10 projects to be contracted out that are better suited to heavier equipment at an estimated of \$6,500 per project (this was the average of the 2024 projects)
	Mitigation Supplies	\$ -	\$ 6,750	\$ 6,750	Assuming 5 volunteer days using only volunteer labor and hand equipment and the brush hog with costs of \$150 per day AND assuming 4 volunteer days using the Rally Point Excavator operated by volunteers would be \$1,300 per day plus gas at 20 gallons per day. In addition, there would be volunteer gas and oil costs estimated at \$100 per day. This would be \$1,500 per day.
	<b>Total Forest Health/Wildfire Mitigation</b>	\$ 57,850	\$ 71,750	\$ 13,900	
<b>Weed Control</b>					

Santa Fe Trial Ranch POA							
Budget 2025 Estimates Compared to 2024 Estimated Actuals							
As of 09-28-24							
				Total Estimated 2024	2025 Budgets	Change from 2024 Estimated Actuals	2024 Budget Notes
	Weed Chemicals			\$ 6,511	\$ 6,500	\$ (11)	Consistent with 2024 levels
	<b>Preparedness</b>						
	Supplies			\$ -	\$ 1,700	\$ 1,700	\$500 dollars for Preparedness and safety issues that may arise, and \$1,200 dollars for chemicals to continue the adopt a road program.
	<b>Administration:</b>						
	<b>Lien Fees</b>						
	Las Animas County Clerk			\$ 275	\$ 275	\$ -	Consistent with 2024
	<b>Post Office Expense</b>						
	Stamps and annual meeting mailing			\$ 700	\$ 700	\$ -	Consistent with 2024
	<b>Mileage Expense</b>						
	Mileage			\$ 1,475	\$ 1,500	\$ 25	Consistent with 2024
	<b>Bridge Inspection</b>			\$ 12,000	\$ -	\$ (12,000)	Inspection for 2024 is approximately \$12,000 with the next inspection due in 2026
	<b>Credit Card Fees</b>						
	Service Charge			\$ 4,580	\$ 2,500	\$ (2,080)	Reduced from 2024 as more owners are opting to use the ACH payment process that is now available
	<b>Income Taxes</b>			\$ 34	\$ 250	\$ 216	Minimum tax estimates
	<b>Accounting</b>						
	Abby Tamburelli - Bookkeeping Fees			\$ 8,316	\$ 8,732	\$ 416	This is a 5% requested increase over 2024

<b>Santa Fe Trial Ranch POA</b>						
<b>Budget 2025 Estimates Compared to 2024 Estimated Actuals</b>						
<b>As of 09-28-24</b>						
			<b>Total Estimated 2024</b>	<b>2025 Budgets</b>	<b>Change from 2024 Estimated Actuals</b>	<b>2024 Budget Notes</b>
		Review Fees	\$ -	\$ 2,500	\$ 2,500	We have been unable to find a firm that would do the work due to increase regulations and insurance costs, however, an estimate remains in case we can find a firm to do the work in 2025
		Tax Return Filing	\$ -	\$ -	\$ -	The treasure has been doing the return at no cost to the POA
		Discretionary Bookkeeper Bonus	\$ 750	\$ 750	\$ -	Consistent with 2024 request
			<b>\$ 9,066</b>	<b>\$ 11,982</b>	<b>\$ 2,916</b>	
		<b>Supplies</b>				
		Ink, Checks, envelopes, stamps	\$ 1,489	\$ 1,500	\$ 11	Consistent with 2024
		<b>Insurance - Other</b>				
		Insurance Policies	\$ 14,152	\$ 15,000	\$ 848	Budgeted at the 2024 levels with a 5% increase
		<b>Legal Fees/Other</b>				
		Legal Fees	\$ 7,054	\$ 25,000	\$ 17,946	Legal fees have been budgeted at \$25,000 due to the possibility for ongoing litigation.
		<b>Property Taxes</b>				
		Las Animas County Treasurer	\$ 517	\$ 525	\$ 8	Consistent with 2024
		<b>Total Administration</b>	<b>\$ 51,342</b>	<b>\$ 59,232</b>	<b>\$ 7,890</b>	
		<b>Common Area:</b>				
		<b>Road/Bridge/Culvert</b>				
		Heath Andreatta Excavation LLC	\$ 119,115	\$ 120,000	\$ 885	Consistent with 2024
		Leone Sand and Gravel	\$ 166,865	\$ 167,000	\$ 135	Consistent with 2024
		Other Expenses - Culverts, etc.	\$ 457	\$ 1,000	\$ 543	Estimated
		Discretionary Equipment Operator Bonus	\$ 750	\$ 750	\$ -	Consistent with 2024 request

Santa Fe Trial Ranch POA					
Budget 2025 Estimates Compared to 2024 Estimated Actuals					
As of 09-28-24					
		Total Estimated 2024	2025 Budgets	Change from 2024 Estimated Actuals	2024 Budget Notes
		\$ 287,187	\$ 288,750	\$ 1,563	
	<b>Snow Removal</b>				
	Heath Andreatta Excavation LLC	\$ 23,100	\$ 30,000	\$ 6,900	Estimate - this is dependent on actual work needed based on snowfall - Kept at prior year budget levels due to uncertainty
	<b>Building/Equipment/Signs - Other</b>				
	Other Items - Guard Shack Camera, Computer and Software, Signs, Locks	\$ 6,484	\$ 3,500	\$ (2,984)	Expected lower in 2025 since cameras have been purchased - Place holder for signs, locks and software licensing
		\$ 6,484	\$ 3,500	\$ (2,984)	
	<b>Trash Disposal</b>				
	Twin Enviro Services	\$ 19,440	\$ 20,000	\$ 560	Consistent with 2024
	<b>Conservancy Lease</b>				
	Annual Lease Fee	\$ 752	\$ 775	\$ 23	Consistent with 2024 plus a CPI Estimate
	<b>Phone/Utilities</b>				
	Al's Gas Service	\$ 3,593	\$ 3,700	\$ 107	Consistent with 2024
	Mobile Email and Guard Shack Starlink	\$ 2,220	\$ 2,220	\$ -	Consistent with 2024
	San Isabel Electric	\$ 3,728	\$ 3,800	\$ 72	Consistent with 2024
		\$ 9,541	\$ 9,720	\$ 179	
	<b>Total Common Area</b>	\$ 346,504	\$ 352,745	\$ 6,241	
	<b>Total All Expenses</b>	\$ 466,194	\$ 495,674	\$ 29,480	Increase in Expenses over 2024

Santa Fe Trial Ranch POA							
Budget 2025 Estimates Compared to 2024 Estimated Actuals							
As of 09-28-24							
				Total Estimated 2024	2025 Budgets	Change from 2024 Estimated Actuals	2024 Budget Notes
Net				\$ -	\$ -		

# SFTR Property Owners Association Policy 2024-01

Change 1, In accordance with HB 24-1233

<b>Title: Violations, Fines, and Collections</b>	<b>Date of Issue: October 5<sup>th</sup>, 2024</b>
<b>Approved By:</b>	<b>Review/Revise Date:</b>
<b>This policy shall remain in effect until it is no longer needed or incorporated into other SFTR governing documents.</b>	

## Policy Statement/Purpose

- This Policy is established in accordance with the requirements as established by Colorado State House Bill 22-1137 as incorporated into the Colorado Common Interest Ownership Act (CCIOA), CRS 38-33.3-209.5(1.7) **and as modified by HB 24-1233.**

## Applicability

- This Policy applies to the SFTR POA Board of Directors and all SFTR property owners.

## Process/Procedures

1. Violations of Declaration of Protective Covenants, Conditions, and Restrictions (CCRs)
  - 1.1 The investigation of a potential violation of the SFTR CCRs, begins with the Covenants Committee first receiving a written complaint from any property owner (complainant).
  - 1.2 The Covenant Committee will first contact the property owner (respondent) before taking action.
  - 1.3 Following notifying the responding property owner of a complaint the Covenant Committee shall inspect the property to validate or dismiss the complaint.
    - 1.3.1 Any inspection should be made in concert with the property owner (complainant).
  - 1.4 The Covenant Committee shall maintain a record of all contacts.
    - 1.4.1 Type of communication used w/date and time.
  - 1.5 The Covenant Committee shall ascertain if the responding owner has identified another person as contact?
  - 1.6 If declared by the responding property owner and/or point of contact, all correspondence shall be presented in a preferred language.
  - 1.7 The Covenant Committee shall ensure both the unit owner and designated contact receive the same correspondence in the respective preferred language.
  - 1.8 If a violation is not confirmed the complaint is closed with no action.
  - 1.9 If a violation is confirmed, cure (correction) actions and timelines shall be established as follows:

# SFTR Property Owners Association Policy 2024-01

## Change 1, In accordance with HB 24-1233

### 2. Cure Actions and Timelines

2.1 Not all violations are created equal; some can be corrected with a simple friendly conversation, telephone call, or email from the Covenants Chair, others are more complicated which can require a detailed plan for corrective action. For those more complicated the following procedures shall be utilized:

2.1.1 The POA shall ensure that any correspondence to the responding property owner and designated contact is sent by:

2.1.1.1 Certified mail, return receipt requested plus **any two of the following: (added via HB 24-1233)**

~~2.1.1.2 First class mail or, (deleted via HB 24-1233)~~

2.1.1.2 Telephone call **(added via HB 24-1233)**

2.1.1.3 Text message to cell number on file or,

2.1.1.4 E-mail to address on file.

~~2.1.1.5 Additionally, the POA shall physically post a Notice of Violation at the responding owner's unit. (deleted via HB 24-1233)~~

2.2 Violations that pose a threat to Public Health (in accordance to Las Animas County health regulations) or Safety (in Common Areas).

2.2.1 The POA shall follow the correspondence requirements.

2.2.2 The property owner shall be notified that he/she/they has 72 hours to cure the violation.

2.2.3 After the 72-hour period the POA shall inspect for cure.

2.2.4 If cured, the violation is closed with no further action.

2.2.5 If the violation is not cured after the 72 hours:

2.2.5.1 The POA may impose a \$200 fine every other day until the violation is cured.

2.2.5.2 No maximum dollar amount of fines.

2.2.5.3 May take legal action.

2.3 Violations not associated with Public Health or Safety.

2.3.1 Follow correspondence requirements.

2.3.2 The responding property owner is granted 30 days to cure the violation.

2.3.3 After the 30-day period, if not notified by the property owner sooner that the violation has been cured, the POA shall inspect.

2.3.4 If not cured the POA may impose fines until corrected.

2.3.5 Max fines, \$500.00

2.3.5.1 Covenant violations deemed to be of the nuisance (loose dogs, speeding etc.) nature shall be susceptible to a \$100.00 fine if the Association receives more than one complaint within any 30 day period.

# SFTR Property Owners Association Policy 2024-01

## Change 1, In accordance with HB 24-1233

Continual violations of the same nature shall be susceptible to additional \$100.00 fines during each 30 period up to the maximum allowed.

2.3.5.2 Other violations (non-nuisance) shall be susceptible to a \$200.00 fine after the initial 30 day cure period expires

2.3.5.2.1 The POA shall grant an additional 30 day extension to cure before taking legal action.

2.3.5.3 If the violation is not cured after the 2<sup>nd</sup> 30 day cure period, the property owner shall be susceptible to an additional \$300.00 fine.

2.3.5.4 If responding owner cures within the period to cure and the owner sends visual evidence, the violation is deemed cured on that date.

2.3.5.5 If cure claim is made without visual evidence, the association shall inspect as soon as practicable.

2.3.5.6 If no notice from the responding owner, the association shall inspect within 7 days after the first 30 day cure period.

2.3.5.7 If not cured after first 30 day cure period:

2.3.5.8 A 2<sup>nd</sup> 30 day cure period shall be granted

2.3.5.9 Legal action may be taken after 2<sup>nd</sup> 30 cure period expires with no cure.

2.3.5.10 Once cured:

2.3.5.11 Notify the responding owner and designated contact in English and preferred language

2.3.5.12 No further fines shall be imposed.

2.3.5.11 The Association shall notify the responding property owner and designated contact of any outstanding balance owed to the Association.

2.3.5.12 For violations that have incurred a fine, the responding property owner shall have 30 days to pay the fine. After 30 days the account shall be deemed delinquent.

### 3. Delinquencies: Fines

3.1 The POA Treasurer shall initiate delinquency actions. If the delinquency is not current by calendar years end the first step is to place a lien on the property.

3.2 Any referral of a delinquent account to a collection agency shall only begin if a majority of the Executive Board votes to refer via Executive Session.

3.3 The Association shall not impose on a daily basis:

3.4.1 Late fees or,

3.4.2 Fines

### 4. Conflict of Interest

4.1 The Board of Directors is deemed to be a fair and impartial group charged with validating the initial response to a violation claim, cure requirements, timeline, and fine(s) as recommended by the Covenants Committee.

# SFTR Property Owners Association Policy 2024-01

## Change 1, In accordance with HB 24-1233

4.2 If a Board of Directors member is part of any violation notice they shall be deemed as having a conflict of interest and shall abstain from any votes relating to the violation.

4.3 Any Board of Directors member having a conflict does not have to recuse themselves from the fact verification process but shall not partake in any voting pertaining to violation rulings or fines.

5. Collection of arrearages.

5.1 The Association shall provide to the property owner and any designated contact, on a monthly basis:

5.1.1 Via first class mail and if the Association has the relevant e-mail address by e-mail to the owner:

5.1.2 Itemized list of all:

5.1.2.1 Assessments

5.1.2.2 Fines

5.1.2.3 Fees

5.1.2.4 Charges

6. Collection of **Delinquent Assessments, Fines, or Fees. (added bolded wording)**

**6.1 Any effort to collect outstanding assessments, fees, or fines must start with an earnest attempt to contact the Owner. Many issues can be handled with a simple telephone call; for those more difficult the Association will be forced to utilize additional forms of communication. (added)**

6.2 Correspondence to the property owner and designated contact shall contain:

6.2.1 Date assessment, **fines or fees (added)** must be paid and when it is considered past due and delinquent,

6.2.2 Late fees and interest,

6.2.3 Returned check charges,

6.2.4 Circumstances which to enter a repayment plan and,

6.2.5 Minimum terms of the repayment plan.

6.3 Before turning over to a collection agency or to an attorney for legal action the POA shall:

6.3.1 Send notice to owner by certified mail return receipt requested specifying:

6.3.2 Total amount due with an accounting how total was determined,

6.3.3 Whether a payment plan exists and instructions for contacting the Association,

6.3.4 Name and contact information if owner requests a copy of the owner's ledger, and

# SFTR Property Owners Association Policy 2024-01

## Change 1, In accordance with HB 24-1233

6.3.5 Action required to cure.

6.4 Failure to cure within 30 days may result in the delinquent account being turned over to a collection agency, a lawsuit being filed against the owner, filing and foreclosure of a lien or other remedies available under Colorado law.

6.5 Method which payments may be applied

6.5.1 First to current assessment then to

6.5.2 Any previous assessments then to

6.5.3 Any outstanding fines then to

6.5.4 Any Interest and charges then to

6.5.5 Any Legal fees

6.6 Legal remedies available to the Association to collect.

6.6.1 Notice of Delinquency must:

6.6.2 Be in English and preferred language,

6.6.3 Specify

6.6.3.1 Unpaid assessments or,

6.6.3.2 Unpaid fines, fees, charges or, both

6.6.3.3 May lead to foreclosure

6.6.4 Include

6.6.4.1 Description of legal action the Association may take,

6.6.4.2 The Associations cure process

6.6.4.3 Description of legal actions the Association may take to file claim in Small Claims Court include:

6.6.4.3.1 Injunctive matter seeking order requiring owner to comply with By-laws, Covenants, or other governing documents of the Association.

6.6.5 Offer a good faith effort to set up a repayment 18-month plan

6.6.5.1 Failure to remit 3 or more installments during an 18-month period violates repayment plan

6.6.5.2 Apply payments first to current assessments.

6.6.6 Within 30 days after the Association has provided the owner with a written offer to enter into a repayment plan the owner has either:

6.6.6.1 Declined repayment plan, or

6.6.6.2 After accepting the repayment plan, failed to pay at least 3 installments within 15 days after monthly installment were due.

# SFTR Property Owners Association Policy 2024-01

## Change 1, In accordance with HB 24-1233

6.6.7 The Association shall not:

6.6.7.1 Charge a rate higher of interest greater than 8%

6.6.7.2 Assess a fee or other charge to recover the cost incurred for providing a statement of total amount due

6.6.7.3 Foreclose on assessment lien if amount owed is only for one or both of the following:

6.6.7.3.1 Fines

6.6.7.3.2 Attorney fees associated with fines

6.7 Total not exceeding \$7500.00 plus interest and costs may be filed in Small Claims Court.