

## **OWL CREEK HOMEOWNERS ASSOCIATION**

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### ***MINUTES OF THE October 23rd, 2020, BOARD OF DIRECTORS MEETING***

#### **I. Call to Order**

Mr. Romanski, via conference call called the Meeting to order at 1:06 pm with Board members Richard Romanski, Harry Andrews, Z. Divjak, Gene Schmitt and Connie Hodson were in attendance. Barton Craig of Snowmass Lodging Company was also present. Homeowner Kay Hanafin was also in attendance and HOA attorney Jody Edwards was also present.

#### **III. Old Business**

There was no Old Business to review.

#### **IV. New Business**

##### **HOA Pet Policy**

Mr. Craig began the discussion by noting that section 3:17 of the Owl Creek Declaration states that “only Owners may keep usual and customary domestic animals in a Unit....Lessees may not keep pets of any kind.” Mr. Craig noted that it is increasingly common for renters to bring pets (usually dogs) as Service Animals or Emotional Support Animals. Those types of animal have protection under the Americans with Disabilities Act and the Fair Housing Act, which make it difficult if not impossible to prevent rental guest from bringing animals. As this practice makes it increasingly difficult for the HOA to enforce this prohibition against renters with pets, Mr. Edwards is in attendance to discuss the legal ramifications of the matter.

Mr. Edwards noted that the Americans with Disabilities Act (ADA) focuses on Service Animals (SAs), while the Fair Housing Act (FHA) focuses on Emotional Support Animals (ESAs). Neither types of animals are considered pets and are thus except from any language in the HOA Declaration related to the keeping of pets. Mr. Edwards noted that only two questions may be asked of any occupant of a home as it relates to SAs or ESAs and those are: Does the tenant have disability, and does the tenant have a disability need for the animal. If the answers to the questions are affirmative, no further questions can be asked and the animal must be allowed. In the case of SAs no documentation can be asked for in relation to certification of the animal. In the case of ESAs, a signed doctor's note is all that is required.

Mr. Romanski asked if no training is required of these animals, how can the home be protected from damage. Mr. Edwards noted that a rental homeowner would be protected from damages by animal in the same way they are protected by damage from a human occupant: the terms of the lease. Mr. Edwards noted that it is not allowed to require a higher security deposit because a tenant has an animal. Landlord can charge varying amounts for security deposit, but not because of a SA or ESA.

Mr. Edwards noted that a lessee that plans on occupying a property with a SA or ESA is supposed to disclose this information prior to arrival, but also noted that if they fail to do so it does not change their protection under the statutes.

Mr. Divjak asked if SAs and ESAs are subject to the same rules related to behavior as all pets, namely picking up of waste, barking, control of the animal when outside. Mr. Edwards replied in the affirmative that all of these exempted animals must also abide by the same rules as pets within the HOA. Mr. Romanski asked Mr. Craig to send a letter to management company and homeowner of the home in question to remind them that while these ESAs are allowed in the home, they must abide by all rules related to the pets.

### **Board Vacancy**

Mr. Andrews has resigned his Board position, effective October 23<sup>rd</sup>, 2020 due of the sale of his home. Mr. Schmitt nominated Mrs. Hanafin to fill the vacancy created by Mr. Andrews resignation, Mrs. Hodson seconded and Mrs. Hanafin was unanimously appointed to the Board. Mrs. Hanafin's appointed term will expire at the end of 2020.

### **Patio Decks**

Earlier this week the homeowner of 609 Streamside Court notified the Board via email of the cracking and flaking of concrete on patio decks at their home and requested a reply from the Board on this matter. Mr. Romanski has consulted with multiple contractors who all noted that there are no long term repairs that can be made to the concrete. He is still pursuing these options and gathering information for future discussion. He also noted that all elements of the decks, including snowmelt and waterproof membrane, are likely due for replacement due to age in the next few years. It is unlikely any large project for patio deck replacement could be accomplished at least until spring, 2022, due to the time needed to properly study the engineering and come up with the best proposal for new decks. When this project occurs it will almost certainly require a Special Assessment. As a result, the Board feels that repairs to the concrete decks should not be undertaken by the HOA.

Mr. Romanski has arranged a fact finding meeting on Wednesday, October 28<sup>th</sup> at 11am Mountain Time to discuss deck design as it relates to replacing decks at the Owl Creek Homes. Mr. Romanski hopes to gather enough information before the end of the year to present to all of the homeowners at the Annual Meeting a rough timeframe and cost for this project.

The same homeowner has also raised concern about the state of the deck railings at their home, even though they are scheduled for replacement next year. Management is arranging a carpenter to make temporary repairs, although it is not certain how repairable the railing might be.

## **V. Adjournment**

Mr. Schmitt made a motion for adjournment. Mrs. Hodson seconded, and the motion passed. The meeting was adjourned at 2:32 pm.

Submitted by,

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Mrs. Hodson, Secretary/Treasurer