

Stagecoach Crossings Homeowners Association  
September 12, 2017  
Minutes

Present: Gary Fellows, Linda Fellows, Keith Bily, Janet Bily, John Ziolkowski., Clarita Brunner, Beth Paulson, Monni Karim, Cathy Foos. Mike Foos

President Call to order by President Gary Fellows at 7:02 PM

Approve agenda – three items added to new business and agenda approved

President's Report

Worked with attorney in spring on changes to bylaws, covenants, and incorporation  
Incorporation –6/22/2017, a copy can be found online  
By-Laws –7/167/2017, a copy can be found online  
Lot #29 building plan approved – construction underway, good set of plans  
Vote on changes on covenants – proxies represent 24 of 32 eligible members voted

Treasurer's Report

Savings account 3/31/2017 balance \$6432.02 – 7/31/2017 balance \$6432.62

Checking account 3/31/2017 balance \$14697.76 – 7/31/2017 balance \$10234.79

Major expenses included: Rico Simental tree thinning \$4987.50 (SD reimburse for tree thinning \$2237.52), Attorney Candi Thomson \$843.75, painting entrance arch \$750.00, insurance \$425.00, trash pickup \$705.56,

Major income items included: Transfer for trash pickup \$682.80, Homeowners dues \$700.00, Receivable from road district \$3470.74

Secretary's Report

Minutes of May 22 meeting were approved by e-mail and are posted on line

Labels for minutes are listed as YYMMDD –minutes for this meeting will be "170912min"

Certify the results of vote on covenants

Article I ¶ 9 - Dwelling – 18 approved, 6 rejected

Article I ¶ 17 - Homeowners Association – 22 approved, 2 rejected

Article I ¶ 25 - Optional Outbuildings – 17 approved, 7 rejected

Article I ¶ 31 - Temporary Structures – 21 approved, 3 rejected

Article I ¶ 33 - Vehicles – 19 approved, 4 rejected

Article II ¶ 1 - General Assessment – 14 approved, 11 rejected

Article II ¶ 6&7 - Covenant for Assessment – 17 approved, 7 rejected

There was a great deal of discussion of the vote on item Article II, ¶ 1 with different interpretations of way the vote was to be tallied. At the same time there was much discussion various other aspects of this covenant and of other covenants. Because there were strong feelings about both sides of several covenants it is possible that we would want consider some of the covenants again. No further steps will be taken with the revision of the covenants until after further discussion. A more detailed discussion of this and other covenant revisions was scheduled for the December meeting (December 12, 2017, 7 PM at 12130 Laramie Trail).

Old Business – None

New Business

Parking along roadway or in cul de sacs – The covenants indicate that there is no parking along the roads within the development. Any exceptions or variances in this policy should be cleared through the Limbo Road District Trustees.

Multiple vehicles parked outside without daily use – A discussion of this discussion ensued. During the discussion of a particular instance reported there was a difference of opinion about whether the vehicles were normally used daily. It is possible that the instance in question will be clarified as additional building gets underway.

A request for a variance was presented - Variance request approved for trailer on lot # 40 until October 1, 2017.

Several homeowners reported hearing barking dogs sufficiently often to create a nuisance. Article 1, ¶ 3 of the covenants states "Pets shall not be permitted to... make objectionable noise or constitute a nuisance". The Board was directed to contact owners of barking dogs that have been reported to seek compliance.

Driving speeds. It has been reported that speeding is a problem within the development. Beth Paulson will look into the cost for flashing lights to indicate speeding. If the Homeowners Association purchases a speed meter, it will be donated to the Limbo Road District.

Checking Account for trash pickup. A motion was made to open a separate checking account for trash collection payments. That motion was approved unanimously.

December meeting to be scheduled as December 12, 2017 at 12130 Laramie Trail.

Adjourn 8:43 PM

Respectfully submitted,  
Mike Foos

## ADDENDUM

### Stagecoach Crossings Homeowners Association Proposed Amendments to Covenants 2017

#### **Article I, ¶ 9 – Dwelling**

(current)

Each dwelling must have at least one (1) but not exceeding two (2) Garages either attached or detached of not less than 350 square feet.

(proposed)

Each dwelling must have one garage which may be either attached or detached and must be a minimum of 500 square feet and shall not exceed the square footage of the footprint of the residential home located upon the lot.

#### **Article I, ¶ 17 – Homeowners Association**

(current)

Declarant will act for the Stagecoach Crossings Homeowners Association until the Association has been established. The Association must be formed no later than when 15% Class A lots exist with the election of a minimum of three officers.

(proposed)

Delete covenant. The Homeowners' Association was created in 2007 and this statement is moot.

#### **Article I, ¶ 25 - Optional Outbuilding**

(current)

Outbuilding, minimum areas: There shall be a limit of three (3) outbuildings per lot (minimum 500 square feet) or one outbuilding of up to 1800 square feet. This building shall not exceed the square footage or the footprint of the residence and the location is subject to the written approval of the Board of Directors.

(proposed)

Optional Outbuilding, minimum and maximum areas: There shall be a maximum of three outbuildings allowed on each lot. Each outbuilding must be a minimum of 500 square feet. Under no circumstances, however, shall the total square footage of the three allowable optional outbuildings per lot exceed a total of 1800 square feet. In addition, no single outbuilding shall exceed the square footage of the footprint of the residential home located upon the lot. The specific square footage and location of each outbuilding is subject to the written approval of the Board of Directors.

#### **Article I, ¶ 31 – Temporary Structures**

(current)

Temporary structures: No trailers, basement, tent, shack, garage, barn or other outbuildings shall be built on any lot for use as a residence, either temporarily or permanently. No Camper, tent, or recreational vehicle

shall be placed on any class B or C lot for more than twenty one (21) days in a calendar year. Exemptions require written approval by the Board of Directors.

(proposed)

Temporary structures: No basement, shack, garage, barn or other outbuildings shall be built on any lot for use as a residence, either temporarily or permanently. Exemptions require written approval by the Board of Directors.

#### **Article I, ¶ 33 – Vehicles**

(current)

Vehicles: No unlicensed vehicles or more than three (3) properly licensed motor vehicles, trailers or other types of motorized or non-motorized vehicles not in normal daily use may be kept on any lot. Equipment of this type shall not be kept of view of the roadways fronting the property. No camper or recreational vehicle shall be maintained on a class A lot as a residence for more than twenty one (21) days within a calendar year. Exemptions require written approval by the board of directors.

(proposed)

Vehicles: No unlicensed vehicles and no more than three (3) properly licensed motor vehicles, trailers or other types of motorized or non-motorized vehicles not in normal daily use may be kept on any lot. Vehicles of this type shall not be kept in view of the roadways directly fronting the property. No camper or recreational vehicle shall be maintained on a lot as a residence for more than twenty-one (21) days within a calendar year. Exemptions require written approval of the Board of Directors.

#### **Article II, ¶ 1 – General Assessment**

(current)

All lots are classified as A, B, or C lots. Class A lot is any lot that has a building improvement. A Class B lot is any lot without building improvements and retains this status until a building permit is issued. A class B lot, for assessment purposes, becomes a class A lot on the first day on the month following the issue of a building permit. The additional pro-rated assessment amount for the calendar year shall be paid within 30 days. Class C lot is owned by the Declarant.

A. The general assessment on all lots (A, B, &C) is \$150 per year.

B. The amount of the general assessment maybe increased by the Board by not more than an additional 10% year without a vote of owners. A greater than 10% yearly increase may occur only by approval of a resolution by the affirmative vote of 2/3s of the property owners present or represented by proxy at an annual meeting or a special meeting called for that purpose.

C. The general assessment on all Lots shall be effective on the first day of January each year and is a lien on the property. Failure to make timely payments, as set by the Board of Directors, may result in the filing of a lien on the property, with the Custer County Register of Deeds.

(proposed)

General Assessment: The Board of Directors shall establish an annual assessment in order to collect the amount of monies necessary for administration of the affairs of the Association. The amount of assessment shall be determined prior to the annual meeting of the Members. The amount of the assessment shall be spread among and assessed against the lots of record in the Register of Deeds Office of Custer County. A notice of assessment shall be presented at the annual meeting of Members and sent to each member not present. Payment terms shall be specified in the notice.

The amount of the general assessment may be increased by the Board of Directors by not more than an additional 10% per year without a vote of the Members. A greater than 10% annual increase may occur only by approval of a resolution of the affirmative vote of 2/3 of the Members present or represented by proxy and an annual meeting or a special meeting called for that purpose.

**Article II, ¶ 6 – Covenant for Assessment (items 6 & 7 are new additions to Article II)**  
(proposed)

6. Assessment as Lien: Any assessment shall be a lien against the lot of the Member as of the due date of the assessment. Any general or special assessment levied pursuant to the By-Laws, which is not paid on the date when due shall be delinquent and shall, together with the interest thereon at the judgment rate and cost of collection, become a continuing lien upon the lot against which such assessment is levied. The Association shall be entitled to foreclose its lien and shall be entitled to collect reasonable legal fees and expenses in such a foreclosure action. The Association may also sue personally the Member for the amount of the assessment, together with legal fees and interest. In the event that any assessment is more than 30 days' delinquent, the Board of Directors shall have the power and authority, without further notice to any lot owner, to record with the Office of the Register of Deeds of Custer County, South Dakota a Notice of Assessment setting forth the amount of such assessment and the purpose of such assessment. Such assessment shall remain a lien against the property until paid. In addition to recording of said Notice of Assessment, the Board of Directors shall have the power and authority to commence a small claims action against the offending member and exercising any other remedy available in law or equity for failure to pay said assessment.

7. Lien Follows Property: Transfer of any Lot, by whatever means, shall not extinguish any lien for an unpaid assessment.