

## **AGENDA**

**Hitching Post Condominium Association  
2022 Annual HOA Meeting Agenda  
Wednesday, November 30, 10:00 a.m. MT  
Location: 3 Seasons (Zoom option available)**

**Call to Order**

**Proof of Notice** (pg. 2)

**Roll Call/Establish Quorum**

**Reading/Approval of Past Meeting Minutes**

October 26, 2021 (pg. 2-4)

**Manager's Report** (pg. 5-17)

**Financial Report**

Year Ending 12/31/21 (pg. 18-19)

Current Year to Date (pg. 20-21)

**Old/Unfinished Business**

Insurance Deductible

**New Business**

Operating Budget (pg. 22-23)

Capital Budget

**Election of Board of Directors**

**Establish Date of Next Annual Meeting**

**Adjournment**

# Hitching Post Condominium Association

P.O. Box 5013 Crested Butte, CO 81224 (970) 349-2400

## NOTICE OF THE ANNUAL OWNERS MEETING OF THE HITCHING POST CONDOMINIUM ASSOCIATION

You are hereby notified that the Annual Owners Meeting of the Hitching Post Condominium Association will be held on **Wednesday, November 30, 2022 at 10:00 a.m. MT**, to conduct such business as may come before the membership. The meeting will be held at the **3 Seasons Condominiums** (701 Gothic Rd. in Mt. Crested Butte) with an **option to attend by Zoom**.

Let us know if you are able to attend and if not, please fill out the proxy form below and return to the Association by mail to the above address; by fax (970) 349-7520; or by email to [Sierra@crestedbuttelodging.com](mailto:Sierra@crestedbuttelodging.com).

**Please be sure that the person you name as your proxy will be attending the meeting.**

\*\*\*\*\*

**YES**, I will be attending the Annual Meeting by Zoom.

**OR**

**YES**, I will be attending the Annual Meeting in person.

**Zoom Info:**

<https://us02web.zoom.us/j/89399429410?pwd=VFJlVERUdnVTSWVTOU5vaXNOa3YrZz09>

Meeting ID: 893 9942 9410

Passcode: 575234

Or join by phone: 719 359 4580

Name: \_\_\_\_\_

Unit #(s): \_\_\_\_\_

\*\*\*\*\*

**NO**, I will be unable to attend the Annual Meeting and I have named a proxy below:

I, \_\_\_\_\_, Owner of Unit #(s): \_\_\_\_\_

the undersigned, hereby appoint \_\_\_\_\_ as my proxy to represent me and to vote for me in the matters that come before the Hitching Post Condominium Association Annual Meeting to be held on November 30, 2022.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\*\*\*\*\*

**Hitching Post Board of Directors:**

Chris Hensley, President (term expires 2022)

Scott Truex, Treasurer (term expires 2022)

Glenda Harper, Secretary (term expires 2022)

Hitching Post Condominium Association  
2021 Annual HOA Meeting Minutes from  
Tuesday, October 26, 2021  
10:00 A.M. @ Peak Property Management and Sales  
241 Gillaspey Ave, C1, Crested Butte South, CO. 81224

Meeting Minutes

**Call to Order/Proof of Notice/Roll Call**

Attending Owners

Unit # 1 Scott Truex  
Unit # 2 Lucille Beckman  
Unit # 3 Glenda Harper  
Unit # 4 Barb Peters  
Unit # 5 Tanna Brooke Hassig  
Unit # 6 Adaptive Sports Center-Chris Hensley

Peak Property Management and Sales

Tom Hein-Association Manager  
Brenda Alagna-Accountant

**Confirm Current Owners Contact List**

If your contact information changes (mailing address, email, phone numbers) please notify Tom or Brenda at Peak Property.

**Approval of HOA Meeting Minutes from October 27, 2020**

**Managers Report**

-Welcome everyone to the 2021 Hitching Post Homeowners Association's annual meeting and thank you for taking time to attend.  
-The overall exterior condition of the building and common grounds is in good shape and holding up well. Peak Property continues to do basic maintenance and repairs as needed. This past year the roof was replaced, attic insulation increased, and units 1-5 stained their back decks.  
-We will be discussing next year's maintenance needs and revisiting the discussion regarding the north side exterior improvements.

**Old Business (Review of the 2020 Agenda's New Business)**

1. Discuss Roof Replacement
  - a. **2020 Meeting Results:** Upon investigating the underside of the roof plywood this summer the bottom course along the north and south sides of units 1-5 does need to be replaced due to water damage and warping. Units 5 and 4 reported leaks last winter. Two bids to replace the roof were presented; Axtell Mountain and Pinnacle Roofing. The owners reviewed the

proposals, and before making a decision, had a few follow up questions for the contractors. The owners agreed they wanted to see the project completed next spring/summer 2021 and wanted to make a decision in December 2020. Chris Hensley mentioned the HOA should have a contingency for additional cost to replace more plywood. Chris Hensley asked the owners if they could obtain the finances to complete the project next year, no one answered they could not. An assessment will be done to pay for the new roof. The owners will make their decision and approval via email after they have received answers to their questions and one more contractor bid. Barb Peters asked what was the HOA's plan for roof snow shoveling this winter? The owners agreed the roof snow and ice should be removed more frequently this winter to avoid leaks and interior damage. Tom Hein asked the owners if they thought the roof pitch was causing problems resulting in water damage from ice buildup along the roof edge. Tom H. mentioned the HOA might look into a Byline system which is electrical heat tape along the roof edge covered up with flat metal and tied into a new roof system.

2. Discuss north side exterior remodel design/project.
  - a. Timing, Cost, Design.
  - b. **2020 Meeting Results:** The owners agreed to put this on hold and discuss it a next years annual meeting.
3. Maintenance/Repairs
  - Review Reserve Study.
  - stain unit 1-5 decks.
  - a. **2020 Meeting Results:** The owners agreed it was important to maintain the decks and approved the HOA purchasing stain material and providing it to the owners. The owners will be responsible for staining their own decks by July 15, 2021, or Peak Property will stain them and the owner will be charged.
  - Fall 2020
    - Main sewer cleaning-completed.
    - Roof screw and glue-held off.
    - Wood stove cleanings-completed. Gas units will be inspected and serviced every other year (2021, 2023, 2025, etc.).
4. Open Forum

### **New Business**

1. Discuss north side exterior remodel design/project.
  - c. Timing, Cost, Design.
2. Maintenance/Repairs
  - stain unit 6 decks
  - paint siding: east and west side unit #6 and west side unit #1
  - Fall 2021
    - Main sewer cleaning-completed.
    - Roof screw and glue-held off.
    - Wood stove cleanings-update.
3. Management fee increase
4. Open Forum

### **Financial Reports**

- As of October 8, 2021, the association had \$4,285.85 in the checking/operating account, \$12,066.61 in the Restricted Reserve account and \$3,153.98 in accounts receivables for a total asset amount of \$19,506.44.
- The Association has one delinquency as Oct. 8, 2021.

- The Association's 2021 budget thru October 8, 2021, has a positive net income of \$3,582.07 and is projected to finish the year positive around \$5,000.
- Some budget line-item costs have risen, and the 2022 proposed budget reflects those increased cost.
- The proposed 2022 budget has no dues increases and has a positive net income of \$760.00 forecasted.
- Approve the proposed 2022 budget.

### **Election of Board of Directors**

- President: Chris Hensley 2020-2021
- Treasurer: Scott Truex 2020-2021
- Secretary: Glenda Harper 2020-2021

**Establish Date for Next Meeting-Tuesday, Oct. 25, 2022.**

### **Adjournment**

# Hitching Post Condominium Association Manager's Report 2022

Snow Removal-Jim with Axtell Mountain Construction agreed to perform roof shoveling again this year, as needed. CB Lodging will shovel the balconies following roof shoveling upon request. Lacy has been contracted to plow the parking spaces again this coming year.

Snow Removal Costs-We received an unexpected bill (\$5,500) in April for removal of the snowbank in January, on the corner. Lacy told us that was done per the usual protocol. We reached out to Shea Earley with the Town, to inquire about splitting the cost of removing that snow from the right-of-way, since Town is using that bank, too. No word back as of this writing.

Roof-Please notify us of any interior issues realized during your first winter under the new roof; we will communicate those items to the contractor.

Grounds-CBL raked last spring and homeowners took over mowing and watering. CBL is available if and as needed.

Fireplaces-High Mtn Hearth performed the recommended annual service on the fireplaces in June.

New Legislation-Your Governance Policies will need updating to be in compliance with new legislation. We've included a synopsis of the bills within the meeting materials. Michael O'Loughlin is rewriting policies for many of our other HOAs, for a fixed rate of \$1,800. Your Declaration, Bylaws and Rules/Regulations are also original and likely conflicting with laws passed since those were drafted between 1976 and 1983. We're reaching out to Altitude Law, a Denver based firm, for a comparable quote for the HP owners to consider.

Capital-Mick Holgate & crew painted the west side of the complex as per your capital plan but were unable to finish the east side, due to the fire in #6's garage. Holgate Construction has submitted a proposal for repairs. We are awaiting approval from the HOA and Unit (#6) carriers, allowing us to move forward.

Website-Please visit [CrestedButteLodgingHOAs.com](http://CrestedButteLodgingHOAs.com) to view meeting minutes, financial information and operating documents.

We always appreciate comments, questions and new ideas! Let us know how we're doing: [matt@crestedbuttelodging.com](mailto:matt@crestedbuttelodging.com) or 970-349-2400.

## HB22-1040

Signed By the Governor on April 12, 2022

CONCERNING THE RIGHT OF UNIT OWNERS IN COMMON INTEREST COMMUNITIES TO HAVE  
REASONABLE ACCESS TO COMMON ELEMENTS OF SUCH COMMUNITIES

[Click the hyperlink above for the actual text of the signed act]

I. Synopsis: The purpose of the act is to “preserve and protect unit owners’ ability to use and enjoy common elements and shall not unreasonably restrict or prohibit unit owners’ access to, or enjoyment of, any common element, including during the maintenance, repair, replacement or modification of a common element.”

Although an association may restrict or prohibit access to a common element for maintenance, repair, replacement, or modification, it may do so “only to the extent and for the length of time necessary to”:

- (a) Protect the safety of any individual; or
- (b) Preserve the structural integrity or condition of a repair, replacement, or modification.

Importantly, the Act now requires associations to give electronic or written notice to each unit owner *as soon as reasonably possible* if the restriction or prohibition will last more than seventy-two (72) hours. The notice shall include the following:

- (a) A simple explanation for the reason for the restriction or prohibition;
- (b) An estimated time or date when the restriction or prohibition will end; and
- (c) A telephone number or e-mail address whereby a unit owner may pose questions or concerns about the restriction or prohibition for consideration by the association.

*Already in place*

In addition to the electronic or written notice discussed above, the association must also post a visible and clearly legible notice at any physical access point to the common element and the notice shall remain posted for the duration of the restriction or prohibition which contains the same information as the electronic or written notice.

II. Example: If the association has a pool and it requires maintenance or repairs to the pump, the pool may be closed temporarily. If the repair process will take more than seventy-two (72) hours during which the pool needs to be closed, (1) an electronic or written notice must be delivered to each unit owner and (2) a notice must be posted at each physical entrance to the pool. The notice must contain (1) an explanation of the reason for closure, (2) an estimated duration of the repairs, and (3) a telephone or email address where a unit owner can ask questions about the closure.

HB22-1137

Signed By the Governor on June 3, 2022

CONCERNING PRACTICES OF UNIT OWNERS' ASSOCIATIONS, AND, IN CONNECTION THEREWITH,  
AUTHORIZING THE ENFORCEMENT OF CERTAIN MATTERS REGARDING UNIT OWNERS' ASSOCIATIONS IN  
SMALL CLAIMS COURT AND LIMITING THE CONDUCT OF UNIT OWNERS' ASSOCIATIONS IN COLLECTING  
UNPAID ASSESSMENTS, FEES, AND FINES

*[Click the hyperlink above for the actual text of the signed act]*

*I. Synopsis:* The Act changes multiple sections of CCIOA and Title 13 of the Colorado Revised Statutes. The bill addresses several issues that Colorado lawmakers identified as needing their attention. These include delinquency notice requirements, allocation of fees and fines, interest rates, foreclosure, and access to Small Claims Court in Colorado courts.

A. **Unit Owner Delinquency:** When an association pursues a delinquent unit owner, there are new requirements that the association must follow:

a. In addition to sending a notice of delinquency to the unit owner as is required by current law, the association must ALSO attempt to contact the unit owner by at least two other methods of communications.

i. Section 38-33.3-209.5(5)(a)(V) sets forth the existing requirements for notice of delinquency that is required to be sent to the unit owner, including sending it by certified mail with return receipt requested and physically posting a copy of the Notice of Delinquency at the unit owner's unit.

ii. Now, the law requires the association also must contact the unit owner by one of the following means:

1. First-class mail,
2. Text message to the number that the association has on file because the unit owner has provided the cellular number to the association, or
3. E-mail to the e-mail address that the association has on file because the unit owner has provided the e-mail address to the association.

*2 methods (a) ready in place)*

iii. **Preferred Language:** A unit owner may notify the association if the unit owner prefers that correspondence and notices from the association be made in a language other than English.

1. *The association board is required to prepare a translation of any delinquency notices or correspondence into the preferred language for the Unit Owner.*
2. *Note that this is a legal notice and therefore, utilization of a free online translation service may not be sufficient. Consultation with a professional translator might be required.*

3. *Association boards may consider collecting Preferred Language information at the time a unit owner purchases a home in the community.*
- iv. Designated Contact: A unit owner is now permitted to identify another person to serve as a Designated Contact for the unit owner. The Designated Contact shall receive the same type of notice of delinquency required to be sent to the unit owner, including sending it by certified mail with return receipt required AND any notice of delinquency must be the same as what is provided to the unit owner, except that the unit owner must receive the correspondence and notices in the Preferred Language, if any has been identified.
  1. *The association is allowed to determine the manner in which a unit owner is required to identify their Designated Contact to the association.*
  2. *Association boards may consider collecting this information at the time a unit owner purchases a home in the community.*
- b. The association has a responsibility to keep records of its attempts to contact the unit owner. Although the law does not say that records need to be kept in writing, what else is there? The record should include, at a minimum: (a) the date, (b) the time, and (c) the method of contact.
- c. Referral to a Collection Agency/Attorney: The law requires that the association, its Community Association Manager, or its other agent, hold a hearing and the board of directors vote to refer the matter to a collection agency or attorney. The vote must take place during an executive session. Board Members must still record this vote. See section 38-33.3-209.5(1.7)(a)(II). *Board members should update their Conduct of Meetings governance policy to allow an affected unit owner to receive the results of any vote taken at the relevant meeting. See section 38-33.3-308(4)(e).*

## B. Association Fees and Fines:

- a. Associations are not allowed to impose the following *on a daily basis*:
  - i. *Late Fees* against a unit owner, or
  - ii. *Fines* assessed for violations of the declaration, bylaws, covenants, or other governing documents.
- b. No association may fine any unit owner for an alleged violation unless the association has a validly adopted written policy governing the imposition of fines and the association follows the policy. The policy must contain:
  - i. A notice regarding the nature of any alleged violation, the required actions to cure the alleged violation, and the timeline

- for the fair and impartial fact-finding process set forth in section 38-33.3-209.5(2)(b).
- ii. The policy must also specify the interval upon which fines may be levied.
  - iii. The policy must also specify that notifications of delinquency notify the unit owner that unpaid assessments may lead to foreclosure.
  - iv. The policy must also specify that notifications of delinquency notify the unit owner of the steps that the association must take before the association may take legal action, including a description of the association's cure process.
  - v. The policy must also specify that notifications of delinquency notify the unit owner of the types of legal action the association may take, including a description of the types of matters that the association or the unit owner may take to small claims courts. This case types include to right to:
    1. Injunctive relief,
    2. Enforce rights and responsibilities arising under the declaration, bylaws, covenants, or other governing documents. See C.R.S. section 13-6-403(a)(b)(I),
    3. Enforce a restrictive covenant on residential property. C.R.S. section 13-6-403(a)(b)(II),
    4. Replevin. See C.R.S. section 13-6-403(a)(b)(III), and
    5. Enforce a contract by specific performance, or to disaffirm, avoid, or rescind a contract. See C.R.S. section 13-6-403(a)(b)(IV).
    6. *Board members: Update your governance policy!*
  - vi. If a unit owner has both unpaid assessments and unpaid fines, fees or other charges, any payments made shall first be applied to the assessments owed. See section 38-33.3-316.3(4)

**C. Violations of the Declaration, Bylaws, Covenants, or Other Governing Documents:**

- a. Violations that Threaten the Public Safety or Health.
  - i. The association may make a "reasonable" determination whether a violation threatens the public safety or health.
  - ii. Written notice of violation shall be delivered to the unit owner in English and any Preferred Language.
  - iii. The written notice should inform the unit owner that the unit owner has seventy-two (72) hours to cure the violation, or the association may fine the unit owner.
  - iv. The association has the right to inspect the unit to determine if the violation has been cured.
  - v. If the violation is not cured within seventy-two (72) hours, the association may:

1. Impose fines on the unit owner every other day; and
  2. May take legal action against the unit owner for the violation.
  3. *Note: The association may not pursue foreclosure against the unit owner based on fines owed.*
- b. Violations that DO NOT Threaten the Public Safety or Health.
- i. Written notice of violation shall be delivered to the unit owner in English and any Preferred Language by certified mail, return receipt requested.
  - ii. The written notice should inform the unit owner that the unit owner has thirty (30) days to cure the violation or the association may, after an inspection and determination that the unit owner has not cured the violation, fine the unit owner.
  - iii. The fines imposed for the violation may not exceed five hundred dollars (\$500.00).
  - iv. Before taking legal action against the unit owner for the violation, the association shall grant the unit owner two (2) consecutive thirty (30) day periods to cure the violation.
  - v. *Note-The association may not pursue foreclosure against the unit owner based on fines owed.*
- c. Curing the violation by the unit owner:
- i. The unit owner may, within the period to cure, provide visual evidence that the violation has been cured. *This could be a photograph or an onsite inspection.*
  - ii. If the unit owner does not include visual evidence, the association shall inspect the unit as soon as practicable to determine if the violation has been cured.
- d. If no notice from the unit owner that the violation has been cured is received by the association, the association shall inspect the unit within seven (7) days after the expiration of the thirty (30) day cure period. If the association determines that the violation was not cured after inspection:
- i. A second thirty (30) day period to cure commences if one thirty (30) day period to cure has elapsed.
  - ii. If two (2) thirty (30) day period to cure have elapsed, the association may take legal action.
- e. Notification of Cure By Association: Once a violation has been cured, the association shall inform the unit owner in writing, both in English and any Preferred Language:
- i. That the unit owner will not be further fined for the violation, and
  - ii. That a final outstanding fine balance is still owed to the association, if any, and what that balance is.
  - iii. Thereafter, on a monthly basis, the association shall send by first-class mail, and by email if the association has a relevant email address, an itemized list of all assessments, fines, fees, and

charges. The itemized list should be sent in English and any Preferred Language. The itemized list should be delivered to the unit owner and to the Designated Contact. See section 38-33.3-209.5(1.7)(c).

- D. **Foreclosure Actions:** An association is not permitted to commence a legal action to initiate a foreclosure proceeding based on a unit owner's delinquency in paying assessments UNLESS:
- a. The association has complied with sections 38-33.3-209.5 and 38-33.3-316.3,
  - b. The association has provided the unit owner with a written offer to enter into a repayment plan which authorizes the unit owner to repay the debt in monthly installments over eighteen (18) months. Nothing in the new law stops the unit owner from paying the remaining balance owed under the repayment plan at any time, but the unit owner may choose the amount to be paid each month, provided that each payment is at least twenty-five dollars (\$25.00) per month, and
  - c. Then, within thirty (30) days of the association making an offer to enter into a repayment plan, the unit owner either:
    - i. Declines the repayment plan offer, or
    - ii. Fails to pay at least three of the monthly installments within fifteen (15) days after the monthly installments were due.
  - d. Associations cannot charge a fee to provide a unit owner a statement of the total amount that the unit owner owes. See section 38-33.3-209.5(8)(b). *Board members need to update their governance policies regarding fees.*
  - e. Associations cannot foreclose an assessment lien if the debt consists of one or both of:
    - i. fines, or
    - ii. collection costs, or attorney fees incurred and that are only associated with assessed fines.
  - f. No board member, employee of a Community Association Management Company representing the Association, employee of a law firm representing the association, or immediate family member of these persons may purchase the foreclosed unit.
  - g. **Penalty:** If an association violates any foreclosure laws, the affected unit owner may file a civil suit to seek damages within five (5) years after the violation occurred. Damages awarded may be up to \$25,000.00 plus costs and reasonable attorney's fees. See section 38-33.3-316.3(5)

E. **Interest on unpaid assessments, fees, or fines:**

Interest on any association unpaid assessments, fees, or fines cannot be greater than 8% per year. C.R.S. section 38-33.3-209.5(8) and section 38-33.3-315(2). This is a large decrease from what Colorado law allowed before HB22-1137 passed which was

twenty-one percent (21%). *Board members may consider reviewing any existing governance policies or bylaws an update them accordingly to reflect this change.*

#### **F. Small Claim Court:**

The Act grants jurisdiction for unit owners and associations to address many claims in Small Claims Court. There are several different levels of courts in the State of Colorado. You have probably heard of the Colorado Supreme Court, and maybe the District Court. Small Claims Court is another type of court and has its own rules, regulations, and procedures. To get a great summary of what small claims court is all about, how to file a claim in small claims court, how to respond to a claim in small claims court, and many other resources, please visit the [Colorado Judicial Branch Small Claims Cases website](#). This website provides information, forms and what types of cases qualifies for small claims court (also known as “jurisdiction”).

One of the most important facts about small claims court is that the amount in controversy, or how much you can recover in small claims court, is limited to seven thousand five hundred dollars (\$7,500.00). While you can sue for more than seven thousand five hundred dollars, (\$7,500.00), you will only be able to recover up to seven thousand five hundred dollars (\$7,500.00).

Another big thing in small claims court is whether the parties can have a lawyer present at trial. While there are exceptions, the general rule is that the plaintiff (i.e. the person starting the lawsuit) does not get to have an attorney unless the defendant (i.e. the person responding to the lawsuit) files a written notice that the defendant will be represented by an attorney.

One last aspect about the small claims court process is that the court operates with more simplified procedure, when compared to other levels of Colorado courts. The [Colorado Rules of Procedure for Small Claims Court Rules 501-521](#) can be reviewed for more details.

Now that we have a brief introduction to small claims court out of the way, it is time to address how HB22-1137 affects access to small claims court.

1. The new law allows cases relating to declarations, bylaws, covenants, or other governing documents, in relation to disputes arising from assessments, fines, or fees owed to the association to be enforced in small claims court. See C.R.S. 13-6-403(1)(b)(I).
2. The new law allows a party to enforce a restrictive covenant on residential property when the amount required to comply with the covenant does not exceed seven thousand five hundred dollars (\$7,500.00). See C.R.S. 13-6-403(1)(b)(II).
3. The new law allows for replevin, if the value of the property sought does not exceed seven thousand five hundred dollars (\$7,500.00). See C.R.S. 13-6-403(1)(b)(III). Replevin is a legal remedy generally defined as a procedure by

which seized goods or property may be restored to their owner if taken wrongfully or unlawfully, and to obtain compensation for resulting losses.

4. The new law allows for a party to enforce a contract by specific performance, or to disaffirm, avoid, or rescind a contract and the amount at issues does not exceed seven thousand five hundred dollars (\$7,500.00). See C.R.S. 13-6-403(1)(b)(IV).

## HB22-1139

Signed By the Governor on May 6, 2022

CONCERNING PROHIBITING A UNIT OWNERS' ASSOCIATION OF A COMMON INTEREST COMMUNITY  
FROM REGULATING THE USE OF A PUBLIC RIGHT-OF-WAY

*[Click the hyperlink above for the actual text of the signed act]*

II. *Synopsis:* If your association has public rights-of-way in or through the community, a new law has been signed by the Governor that prohibits the association from regulating the use of the public right-of-way.

III. *What this means:* Many associations have Declarations, Bylaws, Parking Policies or Rules and Regulations which govern the use of roadways or other rights-of-way (i.e. sidewalks) within their community. This additional language, which will be added to the Colorado Common Interest Ownership Act ("CCIOA") at section 38-33.3-106.5(1)(d.5), clarifies that associations shall not enforce those restrictions or require that a public right-of-way be used in a certain manner any longer. Now, any "local government's ordinance, resolution, rule, franchise, license or charter provision" controls.

IV. *Limitations:* This law does not apply to private association roadways or private parking lots. This law does not affect an association from enforcing parking or other use restrictions on yards or driveways.

V. *Example:* If the community has public rights-of-way and the association's declaration says that no vehicle shall be parked on the street overnight, but the city ordinance allows for vehicles to be parked for up to seventy-two (72) hours, the city ordinance controls, and an association shall not issue any notices of violation based on the declaration. If a board or home owner wishes to file a complaint in this type of situation, contact the local government.

SC Bridge/driveway  
EM sidewalk

HB22-1314

Signed By the Governor on June 7, 2022

CONCERNING THE RIGHT OF A PERSON WITH OWNERSHIP INTEREST IN A VEHICLE THAT HAS BEEN  
TOWED FROM PRIVATE PROPERTY WITHOUT THE PERSON'S CONSENT, AND, IN CONNECTION  
THEREWITH, MAKING AN APPROPRIATION

*[Click the hyperlink above for the actual text of the signed act]*

*I. Synopsis:* The purpose of the act is to clarify the rights of the owner of a vehicle and explain the requirements for a towing operator when a vehicle is parked on private property. Associations are no longer allowed to tow a vehicle from a common parking area just because the vehicle has expired tags. Associations are also prohibited from towing a vehicle from a common parking area with less than twenty-four (24) hours notice after posting a notice.

*already in effect*

SB22-059

Signed By the Governor on March 21, 2022

CONCERNING LIMITATIONS REGARDING A PROXY THAT A UNIT OWNER IN A COMMON INTEREST COMMUNITY OBTAINS FROM ANOTHER UNIT OWNERS IN THE COMMON INTEREST COMMUNITY TO VOTE ON BEHALF OF THE OTHER UNIT OWNER AT A MEETING OF THE UNIT OWNERS' ASSOCIATION

*[Click the hyperlink above for the actual text of the signed act]*

VI. Synopsis: This Act makes a relatively minor change to the language found in section 38-33.3-310 of CCIOA. It now requires that a proxy terminates eleven months after its date unless, the proxy itself indicates an earlier termination date.

VII. What this means: The Act clarifies some language that could have been confusing. With the new language, it is more clear that a proxy can terminate before eleven months if the proxy expressly states an earlier expiration date.

*This summary is not intended to constitute legal advice  
and is provided by the Division of Real Estate  
for informational purposes only.*

*HOA with 50 or more units  
cannot vote proxies of more than 5%  
to avoid campaigning for proxies.  
Those proxies can only be used  
toward quorum.*

## Hitching Post Condominium Association

## Balance Sheet

01/24/22

As of December 31, 2021

Accrual Basis

	Dec 31, 21
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Operating Acct. Ck#013103412	8,111.34
Restricted Reserves #2002050073	13,388.12
<b>Total Checking/Savings</b>	21,499.46
<b>Accounts Receivable</b>	
Accounts Receivable	-1,313.03
<b>Total Accounts Receivable</b>	-1,313.03
<b>Other Current Assets</b>	
Pre-paid Expense	400.00
<b>Total Other Current Assets</b>	400.00
<b>Total Current Assets</b>	20,586.43
<b>TOTAL ASSETS</b>	<b>20,586.43</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
Accounts Payable	2,252.78
<b>Total Accounts Payable</b>	2,252.78
<b>Total Current Liabilities</b>	2,252.78
<b>Total Liabilities</b>	2,252.78
<b>Equity</b>	
<b>OPERATING FUND BALANCE (OFB)</b>	
OFB Year to Date Activity	894.21
OFB as of Beginning of Year	4,051.32
<b>Total OPERATING FUND BALANCE (OFB)</b>	4,945.53
<b>CAPITAL FUND BALANCE (CFB)</b>	
CFB as of Beginning of Year	6,227.59
CFB Year to Date Activity	7,160.53
<b>Total CAPITAL FUND BALANCE (CFB)</b>	13,388.12
Reclass of Fund Balance	-11,211.85
Net Income	11,211.85
<b>Total Equity</b>	18,333.65
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>20,586.43</b>

## Hitching Post Condominium Association

01/24/22

## Profit &amp; Loss Budget vs. Actual

Accrual Basis

January through December 2021

	Jan - Dec 21	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Operating Dues	28,560.00	28,560.00	0.00	100.0%
Finance Charge Income	38.97	0.00	38.97	100.0%
<b>Total Income</b>	<u>28,598.97</u>	<u>28,560.00</u>	<u>38.97</u>	<u>100.1%</u>
<b>Gross Profit</b>	28,598.97	28,560.00	38.97	100.1%
<b>Expense</b>				
Chimney Maintenance	251.85	0.00	251.85	100.0%
Accounting	260.00	300.00	-40.00	86.7%
HOA's Meeting	0.00	40.00	-40.00	0.0%
Insurance Expense	5,808.96	5,900.00	-91.04	98.5%
Landscaping and Groundskeeping	912.50	900.00	12.50	101.4%
Licenses & Permits and Taxes	10.00	35.00	-25.00	28.6%
Maintenance & Repairs - Other	1,658.50	1,500.00	158.50	110.6%
Management Fees	4,250.00	4,200.00	50.00	101.2%
Materials - Non-MNT	710.28	500.00	210.28	142.1%
Office Supplies	79.49	30.00	49.49	265.0%
Postage and Delivery	2.20	18.00	-15.80	12.2%
Professional Fees - Legal	130.00	300.00	-170.00	43.3%
Snow Removal - Plow	1,832.13	4,000.00	-2,167.87	45.8%
Snow Removal - Roof	1,794.01	3,000.00	-1,205.99	59.8%
Snow Removal - Shovel	618.75	0.00	618.75	100.0%
Water / Sewer / Trash	6,235.91	6,100.00	135.91	102.2%
<b>Total Expense</b>	<u>24,554.58</u>	<u>26,823.00</u>	<u>-2,268.42</u>	<u>91.5%</u>
<b>Net Ordinary Income</b>	4,044.39	1,737.00	2,307.39	232.8%
<b>Other Income/Expense</b>				
<b>Other Income</b>				
Interest Income	7.48	5.00	2.48	149.6%
Restricted Reserve Income	5,040.00	5,040.00	0.00	100.0%
Special Assessment Income	62,288.62	62,288.64	-0.02	100.0%
<b>Total Other Income</b>	<u>67,336.10</u>	<u>67,333.64</u>	<u>2.46</u>	<u>100.0%</u>
<b>Other Expense</b>				
Special Project Expenses*	60,168.64	62,288.64	-2,120.00	96.6%
<b>Total Other Expense</b>	<u>60,168.64</u>	<u>62,288.64</u>	<u>-2,120.00</u>	<u>96.6%</u>
<b>Net Other Income</b>	<u>7,167.46</u>	<u>5,045.00</u>	<u>2,122.46</u>	<u>142.1%</u>
<b>Net Income</b>	<u><u>11,211.85</u></u>	<u><u>6,782.00</u></u>	<u><u>4,429.85</u></u>	<u><u>165.3%</u></u>

## Hitching Post Condominium Association

## Balance Sheet

11/12/22

As of October 31, 2022

Accrual Basis

	Oct 31, 22
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Operating Acct. Ck#013103412	5,793.37
Restricted Reserves #2002050073	11,223.13
<b>Total Checking/Savings</b>	17,016.50
<b>Accounts Receivable</b>	
Accounts Receivable	320.97
<b>Total Accounts Receivable</b>	320.97
<b>Other Current Assets</b>	
Due to Capital from Opt.*	2,000.00
Pre-paid Expense	400.00
<b>Total Other Current Assets</b>	2,400.00
<b>Total Current Assets</b>	19,737.47
<b>TOTAL ASSETS</b>	<b>19,737.47</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
Accounts Payable	960.03
<b>Total Accounts Payable</b>	960.03
<b>Other Current Liabilities</b>	
Operating Loan from Capital	2,000.00
<b>Total Other Current Liabilities</b>	2,000.00
<b>Total Current Liabilities</b>	2,960.03
<b>Total Liabilities</b>	2,960.03
<b>Equity</b>	
<b>OPERATING FUND BALANCE (OFB)</b>	
OFB Year to Date Activity	4,945.53
OFB as of Beginning of Year	-1,391.22
<b>Total OPERATING FUND BALANCE (OFB)</b>	3,554.31
<b>CAPITAL FUND BALANCE (CFB)</b>	
CFB as of Beginning of Year	13,388.12
CFB Year to Date Activity	-164.99
<b>Total CAPITAL FUND BALANCE (CFB)</b>	13,223.13
Reclass of Fund Balance	1,556.21
Net Income	-1,556.21
<b>Total Equity</b>	16,777.44
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>19,737.47</b>

## Hitching Post Condominium Association

11/12/22

## Profit &amp; Loss Budget vs. Actual

Accrual Basis

January through October 2022

	Jan - Oct 22	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Operating Dues	25,200.00	25,200.00	0.00	100.0%
Finance Charge Income	6.12	0.00	6.12	100.0%
<b>Total Income</b>	<u>25,206.12</u>	<u>25,200.00</u>	<u>6.12</u>	<u>100.0%</u>
<b>Gross Profit</b>	25,206.12	25,200.00	6.12	100.0%
<b>Expense</b>				
Accounting	450.00	275.00	175.00	163.6%
Common Area Cleaning	11.25	0.00	11.25	100.0%
Contract Labor	658.00	0.00	658.00	100.0%
Insurance Expense	4,750.00	5,064.20	-314.20	93.8%
Landscaping and Groundskeeping	213.75	900.00	-686.25	23.8%
Licenses & Permits and Taxes	11.80	35.00	-23.20	33.7%
Maintenance & Repairs - Other	450.00	1,250.00	-800.00	36.0%
Management Fees	4,000.00	4,025.00	-25.00	99.4%
Materials - Supplies	241.78	416.70	-174.92	58.0%
Merchant deposit fees	27.00	0.00	27.00	100.0%
Miscellaneous	89.18	0.00	89.18	100.0%
Office Supplies	0.00	25.00	-25.00	0.0%
Professional Fees - Legal	0.00	250.00	-250.00	0.0%
Snow Removal - Plow	6,050.00	1,650.00	4,400.00	366.7%
Snow Removal - Roof	1,980.00	2,000.00	-20.00	99.0%
Snow Removal - Shovel	650.00	375.00	275.00	173.3%
Water / Sewer / Trash	7,014.58	7,500.00	-485.42	93.5%
<b>Total Expense</b>	<u>26,597.34</u>	<u>23,765.90</u>	<u>2,831.44</u>	<u>111.9%</u>
<b>Net Ordinary Income</b>	-1,391.22	1,434.10	-2,825.32	-97.0%
<b>Other Income/Expense</b>				
<b>Other Income</b>				
Interest Income	5.01	4.20	0.81	119.3%
Restricted Reserve Income	2,800.00	2,800.00	0.00	100.0%
<b>Total Other Income</b>	<u>2,805.01</u>	<u>2,804.20</u>	<u>0.81</u>	<u>100.0%</u>
<b>Other Expense</b>				
Special Project Expenses*	2,970.00	0.00	2,970.00	100.0%
<b>Total Other Expense</b>	<u>2,970.00</u>	<u>0.00</u>	<u>2,970.00</u>	<u>100.0%</u>
<b>Net Other Income</b>	-164.99	2,804.20	-2,969.19	-5.9%
<b>Net Income</b>	<u><u>-1,556.21</u></u>	<u><u>4,238.30</u></u>	<u><u>-5,794.51</u></u>	<u><u>-36.7%</u></u>

# Hitching Post Budget

Jan - Dec 23

## Ordinary Income/Expense

### Income

Operating Dues 32,760.00 Increase to have a balanced budget \$30 per unit for 5 units & \$60 for Adaptive

Finance Charge Income 6.00

**Total Income 32,766.00**

**Gross Profit 32,766.00**

### Expense

Chimney Maintenance 370.00

Accounting 450.00 Taxes

Common Area Cleaning 0.00

Contract Labor 0.00

HOA's Meeting 40.00

Insurance Expense 7,500.00 New premium quoted by insurance carrier on 11/10/22

Landscaping and Groundskeeping 0.00 to be completed by owners

Licenses & Permits and Taxes 50.00 Secretary of State + Dora

Maintenance & Repairs - Other 1,800.00

Management Fees 4,800.00 No Change

Materials - Supplies 550.00

Merchant deposit fees 36.00

Miscellaneous 0.00

Office Supplies 0.00

Postage and Delivery 95.00

Professional Fees - Legal 300.00

Snow Removal - Plow 5,000.00

Snow Removal - Roof 2,000.00

Snow Removal - Shovel 700.00

Water / Sewer / Trash 9,072.00 Base on increase from last year - 17% 2 owners also get a Town credit.

**Total Expense 32,763.00**

**Net Ordinary Income 3.00**

## Other Income/Expense

### Other Income

Interest Income 6.00

Restricted Reserve Income 3,360.00

Special Assessment Income 0.00

**Total Other Income 3,366.00**

### Other Expense

Special Project Expenses\* 3,000.00 For siding repairs and staining completion

**Total Other Expense 3,000.00**

**Net Other Income 366.00**

**Net Income 369.00**

## Hitching Post Condominium Association Profit & Loss Budget vs. Actual

	BUDGET	CY ESTIMATE	PY ACTUALS
	Jan - Dec 23	Jan - Dec 22	Jan - Dec 21
Hitching Post Budget			
Ordinary Income/Expense			
Income			
Operating Dues	32,760.00	30,240.00	28,560.00
Finance Charge Income	6.00	6.12	38.97
Total Income	<u>32,766.00</u>	<u>30,246.12</u>	<u>28,598.97</u>
Gross Profit	32,766.00	30,246.12	28,598.97
Expense			
Chimney Maintenance	370.00	0.00	251.85
Accounting	450.00	490.00	260.00
Common Area Cleaning	0.00	11.25	0.00
Contract Labor	0.00	658.00	0.00
HOA's Meeting	40.00	0.00	0.00
Insurance Expense	7,500.00	5,803.30	5,808.96
Landscaping and Groundskeeping	0.00	213.75	912.50
Licenses & Permits and Taxes	50.00	11.80	10.00
Maintenance & Repairs - Other	1,800.00	825.00	1,658.50
Management Fees	4,800.00	4,407.50	4,250.00
Materials - Supplies	550.00	366.75	710.28
Merchant deposit fees	36.00	24.00	0.00
Miscellaneous	0.00	7.50	0.00
Office Supplies	0.00	18.00	79.49
Postage and Delivery	95.00	75.00	2.20
Professional Fees - Legal	300.00	89.18	130.00
Snow Removal - Plow	5,000.00	7,400.00	1,832.13
Snow Removal - Roof	2,000.00	1,794.01	1,794.01
Snow Removal - Shovel	700.00	775.00	618.75
Water / Sewer / Trash	9,072.00	8,058.52	6,235.91
Total Expense	<u>32,763.00</u>	<u>31,028.56</u>	<u>24,554.58</u>
Net Ordinary Income	3.00	-782.44	4,044.39
Other Income/Expense			
Other Income			
Interest Income	6.00	5.00	7.48
Restricted Reserve Income	3,360.00	3,360.00	5,040.00
Special Assessment Income	0.00	0.00	62,288.62
Total Other Income	<u>3,366.00</u>	<u>3,365.00</u>	<u>67,336.10</u>
Other Expense			
Special Project Expenses*	3,000.00	2,970.00	60,168.64
Total Other Expense	<u>3,000.00</u>	<u>2,970.00</u>	<u>60,168.64</u>
Net Other Income	366.00	395.00	7,167.46
Net Income	<u><u>369.00</u></u>	<u><u>-387.44</u></u>	<u><u>11,211.85</u></u>