

[Jan 7, 2019 HOA Meeting Report Link](#) - Very Important Information

Please read and continue to support the [Home Owners 2019 Version of the Silver Springs CCRs](#).

Good Morning Friends and Neighbors,

Sundance will be starting on Friday so I better get these Monday, January 7, 2019 SSSF Meeting Report out to everyone today.

The meeting was held at St. Luke's at 6 pm with attorney John Richards III in attendance.

Board trustees: Paul Reddy, Elena Gladson, Edy McConnell Celerac, Deb Hartley. Absent trustees: Joan Benson, Chris Kautz, Hunt Williams; and no Model HOA representatives.

Owners in attendance: Marny Schlopy, Frank Thomas, Brad Hornsby, Toni Knudsen, Paul Robertshaw, Chris Bachman, Clay and Lucy Archer, Mary Irion Boulger, Bill Noland, Rob Nielsen & Tracy Tanner; and former SSSF Lot 24 Owner Marion Boland who moved away in 2004. [18 present]

As usual much time was expended in the discussion of the CCRs, why the underdrains are not our responsibility merely because they were mentioned once within the 1982 Developers Agreement. And why there is so much questionable activity by some board members regarding the manner in which they are soliciting votes from the Owners for the Board's Version 19 CCRs. Home Owners Group continues to advise a **NO** vote on the Board's Version 19 CCRs.

[Use this Link to read the Home Owners 2019 Version CCRs, only 22 pgs.](#)

Six good discussions did clarify important items:

1-The question of why there have been so many different vote percentages given for the Dissolution of the Association, should the CCRs dispute between the Owners and some trustees come to this, a heated discussion. The attorney was set on 100%, the SSSF Articles of Incorporation state 51%, and there was mention of 67%, etc. Toni asked that the attorney provide the legal statute that requires 100% of the Association is required to vote to terminate the HOA. "Are you telling me that once an HOA is established that the Homeowners can never end it unless every single Owner agrees? Not only does that sound overbearing and tyrannical, but I have read of other HOA's who have been able to terminate their HOA with simply a majority. Show me the statute!" was the challenge the attorney could not meet. [Homeowners 2019 CCRs Version calls for 51%](#). The Home Owners Version CCRs were announced to the board tonight. The attorney stated the board and the UD-rewrite committee had presented their CCRs Version 19 for a vote and now it is in the hands of the Owners to vote to accept or reject them.

2-The use of mediation and arbitration are to be considered litigation tools before enforcement is pursued via liens and other pressure on the Owners to comply via the CCRs, and the Arch Standards and Rules that the Owners were never allowed an opportunity to vote on and ratify.

3- Are Covenants, as attorneys would like you to believe, so iron-clad that Owners are to feel irretrievably bound by them? Online legal sites provide this synopsis of Covenants:

“Covenants” are restrictive (limited) contractual arrangements made by developers and filed, in our case, as an approved ‘single family residential plat’ said to “run with the land.” Each new successive owner (grantee) is subject to the specific stated plat covenants. Reducing the number of covenants limits the enforcement power (lawsuits) from the original grantors. Conditions and Restrictions are the outcome of the Covenants. The Covenants are changed when circumstances or the law changes. Amendments to Covenants or Revision of the entire CCR Declaration must be ratified by the Association’s Owners, as is herein being done in Silver Springs with the key authority of the Owners, one of the last bastions of control left to Home Owners.

Covenants in every HOA are regularly amended, the State recommends every seven years. If you look at our [Document Index History](#) and the [Developers Index](#) you will find that this process of changing the Covenants has been used many times to revise, edit, modify and remove portions of these covenant arrangements. Right now (since 2015) our Neighborhood has been in the throes of changing and re-writing our 1985 and 1994 amended CCRs. This is a natural growth and cultural process that allows us to make progress and to alleviate items we no longer need, have not worked, or to add new items to include in our Governing Documents.

When we organized our present Association in 1985 we received a lot of really bad advice from the attorneys; that is why nearly everyone comments on how tortuous our Governing Documents are. We do not want to repeat that decades long error. That is why we are questioning the content of the re-written CCRs with vigilance and why we are making time to share what we learn with our friends and neighbors. The avid participation from Silver Springs Owners tells us that you too are being vigilant and are seeking the best outcome possible for your lives and your property.

4-This brings us to the part of the discussion where the attorney’s “white paper” needs to be outed on its content of the Silver Springs East Developers (predecessors to the Silver Springs Master Association) 1982 Agreement with Summit County regarding who is responsible for ground water mitigation in Silver Springs; it was recorded in the [1979 Special Notice to Property Owners Entry 157606](#). If the 1982 Agreement with Summit County is the axis on which the underdrain committee is establishing its entire “responsibility” argument then why doesn’t Summit County agree? After the termination of the 1982 Interface Agreement between the County and the Developer neither party held the other to a continuation of the underdrains.

Why has Summit County never required or pressed our HOA to further fulfill the 1982 Agreement? The County has NEVER pursued action for our Association to be responsible for the underdrain maintenance. The Summit County Commission Minutes since the 1980’s provide opinions and discussions that the underdrains are a closed issue. Why does the Commission’s consistent advice to the SSSF Board warn that to take the UD’s under the auspices of the HOA would be foolish and costly; and why did the Commissioners and Planning Dept. tell our SSSF board that the underdrains issue is a private matter to be settled by the Owners and their Association without any involvement by Summit County, and; and why did the County Attorney

write this same advice to the SSSF Board saying that the County holds no mandate for Silver Springs to repair or maintain the 40 year aging plastic [that in 2017 Dale Gifford of Complex Solutions Engineering](#) assessed to have no more than a four-year remaining life?

SOOOO... Why Hasn't The Board Or The Underdrain/Ccrs Rewrite Committee Addressed Summit County's Lack Of Interest Or Concern Regarding the 1982 Agreement OR With Our HOA's "responsibility" for the Underdrains?

The only parties that are holding onto the County/Developer 1982 Agreement are the SSSF underdrain committee who are tied to the CCRs rewrite committee. In this agreement is the only time the underdrains are mentioned in this HOA's ratified documents. How has this become a decade long struggle? Why does one man control each Board's agenda and budget?

This has to end now. Our Neighborhood needs to unite in favor of common sense and peaceful coexistence.

We feel the underdrain committee is continuing with their end game to dupe the SSSF Owners into a strategy for our Neighborhood that has provided us with no cost analysis and no real answers to their intentions, damages, ramifications and legal and financial liabilities. They continually press our will against being shackled into agreements and assessments that will be the ruin of our Neighborhood. Now is the time to say **NO** to the Board's Version 19 CCRs.

At this meeting, what we concluded was that the Developer's documents drafted and recorded for the entire 13 subdivision community, and the 1982 Agreement (the paper the underdrain committee is continually referring to) are not related to our Association. Marny remarked this explains why the early CCRs are written with so much condominium and common area rules, it is because they were written in 1979 to represent the Developers interests and to manage the common areas in Silver Meadows, Quail Meadows, Willow Bend, Ptarmigan, etc. as townhome and condominium subdivisions within [Silver Springs East in 1979](#), then passed on in 1989 to the Silver Springs Master Association. Whew! It was so wonderful to see the light go on in people's eyes. By the time our SSSF Association was organized in 1985 the Owners had agreed to never add the underdrains into our Covenants. Again in 1994, 2008, and Nov 2014 the Owners majority chose never to include the UDs as our Subdivisions responsibility or liability. The underdrains lay dormant for nearly 40 years; there is no honest and true reason why we should shackle our Owners with such a terrible cloud on our property titles and with perpetually costly liability and responsibility for the benefit to maybe six of the 188 SSSF Lots. Even attorney John Richards III told us in a public meeting on November 5, 2018, that if it was up to him he would completely remove the underdrains from our new, rewritten CCRs. This discussion turned out to be very enlightening to the Owners present. Several felt so relieved with these revelations that they left the meeting early, satisfied their vote would be "NO WAY" to the Board's Version 19 CCRs.

5-At the end of the meeting John Richards opined our subdivision does include common areas. He was referring to the [Parcel Q Creek Easement. See the link](#) to learn why he is incorrect. Paul Reddy asked the remaining attendees who were standing around a map of Silver Springs whether they held any reservation for the [SSSFHOA to issue a Quit Claim Deed for the small “black hole” Parcel V \(or what the board calls Open Space Parcel 1C\) that is contiguous with SSSF Lot 17](#). It has been nearly unanimous for 34 years each time resources were expended to have the parcel researched six times, each time with the same conclusion Recorder Alan Spriggs told us in 1984, that the best that can be expected is an escheat condition wherein only a Quit Claim Deed can be used to transfer an “unverifiable” interest on to the next party requesting a deed. In this case the contiguous property owner of Lot 17 is likely the only possible beneficiary of this deed transfer. “Be done with it, should have been transferred ages ago,” was again the Owner’s consensus.

Meeting ended and was adjourned at 7:30 p.m.

Next Meeting to be Monday, January 14, 2019 at Jess Reid Building 750 Kearns Blvd., 6:00 pm

[If you would like to look at the Home Owners 2019 Version CCRs they are available at this LINK.](#)

Have you ever thought that “Silver Springs Single Family” is not really a good name for our subdivision? It sounds more like a description. Now that we are re-writing our CCRs it is a great time to rename our subdivision. First one that came to mind is: Silver Springs Park; Or Silver Springs Park Estates... or Silver Springs Estates..... Do you have other suggestions? Let us know soon!

Working for Positive Solutions,

Clay and Lucy Archer