

Why I am Voting “No” on the CC&R’s

As we close in on the final days of voting on the proposed CC&Rs rewrite, there are a lot of you who are undecided. About 50% of owners still need to vote. So I thought that sharing my personal opinion on why I voted the way I did might give those of you interested another perspective.

I have been to just about every meeting there has been on this topic, sat in on Board of Trustee (BoT) meetings, spoken with dozens of owners, had email comments from others...and, I have read through the various versions of the rewrite as well as any of us can. I therefore offer the following personal evaluation of how I see things.

NEW NOMINATING COMMITTEE RULES



This one is a solid win for everyone. Gone is the old process where the Nominating Committee selects the people it wants to support, and those people get pushed to the top of the list of candidates. That resulted in a perpetuation of a certain ideology within the BoT. The new definition of the Nominating Committee is one where the role is to encourage and support anyone and everyone who wishes to submit their name.

UNDERDRAIN



I give the Underdrains a draw. Here’s why.



The Good. Paul Reddy was instrumental in getting language placed in the documents affording the owners a much higher degree of protection against unwarranted HOA intrusion onto their property. Thanks, Paul!



Now, the Bad. Here is the long and the short of it. *Responsibility* is different than *Ownership*.

Responsibility: The HOA has been maintaining the underdrain for several years now, which seems to be the accepted norm. This carries with it an assumption of at least some level of responsibility. It seems the dust has settled on this part of the issue and the prevailing feeling is that “fine, go ahead and maintain them”. Note that even just maintaining them is at odds with virtually every outside source from County to non-involved attorneys.

Ownership: Let me ask you this: If you were buying a home wouldn’t you insist on knowing the condition of the home first? How about how much the taxes and insurance were going to be? What about the mortgage? You would want to know all of those things before agreeing to take ownership, wouldn’t you?

Well, we have a similar situation with the underdrains. You are being asked to take ownership by way of including them in the CC&Rs, yet you aren’t being given any details about costs. And, the cost is *NOT* \$11/lot/year. That is just what the HOA has been spending recently on some minor annual maintenance.

I posed a list of [Unanswered Underdrain Questions](#) to the HOA and the Underdrain Committee back on January 6th expecting they would provide answers in a timely fashion. They have, however, declined to answer these questions. The best I can get from them is that these questions can only be answered once we take ownership. Huh? Why? And, no, the information on the official SSSFHOA website does not answer these questions.

To summarize:

- A) We have been handling the *Responsibility* outside of the CC&Rs just fine.
- B) Despite the unquestionably large amount of work done by Bill Noland (thank you Bill!), there remain some very important unanswered questions which I feel should be answered before asking us all to take on *Ownership*.

HOME RENTALS LEASE TERM – 12 MONTHS MINIMUM



Whoa! Hold the presses...apparently, this requirement does not exist!

At this week's BoT meeting, neighbor Richard Callahan brought to the board's attention that there is no minimum 12-month lease requirement in the CC&Rs. In fact, the only recording pertaining to rentals clearly indicates that the minimum lease term is one (1) month. This was confirmed at the Wed. Q&A session, where the actual document was produced and Paul Reddy conceded that there was no 12-month lease requirement they could produce to substantiate their repeated claims of same. *The fact is that we have this right already and the proposed CC&Rs take it away!*

That this restriction has been touted as the existing standard when Richard and Hunt both claim to have shared this fact with Brian Zilvitis (i.e., the BoT) back in the fall of 2018, makes it an UNQUESTIONABLE DEAL BREAKER.

- ❖ This should stay as is with a minimum 1 month lease period.

100% VOTE REQUIRED TO DISSOLVE HOA



While it would be a unique situation requiring the HOA to be dissolved, we have the right to do so. This clause would try to take that right away. Here is the problem...It isn't legal.

Utah Community Association Act Section 57-8a-104(1)(a)(i)(A) of the Utah Code expressly states: "To amend the governing documents, the governing documents may not require . . . the vote or approval of lot owners with more than 67% of the voting interests."

We are currently at 51% vote required to pass something like this and the way voting goes around here, that seems like more than reasonable. Trying to change this to 100% is simply insulting, not to mention unenforceable.

- ❖ This one needs to go away entirely. The proper language is already at the State level where it belongs.

VOTING ACCESS



Lastly, and sadly, is an issue which came up a week ago when I learned that the board had availed itself of voting records and then used those records to send a targeted message to those who hadn't voted.

Prior to the voting there was concern amongst residents that the voting for a matter as important as this be handled in a fair and impartial manner; i.e., that neither the board nor anyone in the association should have access to voting records or be allowed to use those records to sway the vote. In order to facilitate this, the board retained the John Richards Law Office to oversee the voting. We even had John Richards himself assuring owners that the board has not had access to the voting records.

So, what happens? The board accesses the records and then sends out a targeted email to non-voters attempting to sway them to vote in favor of the proposed CC&Rs. Ethics? What they should have done was send a blanket (blind) email to ALL owners encouraging them to review the proposed docs and to cast their vote either way. HUGE thumbs down.

- ❖ Shouldn't have happened...plain and simple.

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