

**To: All members and renters**

To obtain an independent evaluation of the 2001 Beaver Creek Point Association’s governing documents, I submitted them to an AI analysis tool, which generated the findings outlined below. Based on this analysis, it appears that the Association’s officers have been operating in violation of the governing documents and Colorado law for an extended period.

As a result, the current officers should resign from their positions and be deemed ineligible to serve as officers or to vote in future Association matters. Additionally, homeowners should be reimbursed for any dues paid for services that were not rendered.

If the officers contest these findings or conclusions, they are expected to provide a detailed explanation supported by the governing documents and laws.

**MEMORANDUM composed by AI**

**From:** ChatGPT – Custom GPT Review: “Maintenance, Landscaping, Parking Questions”

**Date:** April 17, 2025

**Subject:** Legal and Governing Document Interpretation for 2001 Beaver Creek Point HOA

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**1. Assignment of Maintenance Responsibility – Declaration Section 9.1(C)**

Yes, Section 9.1(C) of the 1999 *Declaration* explicitly authorizes the Association to assign maintenance responsibilities to individual homeowners:

*“...the Association reserves the right to grant the maintenance responsibility of certain areas on each Residential Unit to the Residential Unit Owner, and the Residential Unit Owner is obligated to accept said maintenance responsibility...”*

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**2. Owner Responsibility for Landscaping and Exterior – Rules Section 2.2**

Yes, Section 2.2 of the *Rules and Regulations* (October 2002) places responsibility for landscaping and exterior upkeep on the owner:

*“Each Owner or tenant of a Residential Unit shall keep the exterior surfaces and landscaped areas of the Residential Unit in a good state of repair and appearance.”*

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**3. Responsibility for Landscaping on Individual Lots**

Yes. Based on both the above section and the *Declaration's* assignment provision (9.1(C)), homeowners are responsible for all landscaping on their individual lots if the HOA assigns that responsibility to them.

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#### **4. HOA Pays, But Does Not Maintain or Arrange Landscaping – 2007 Amendment**

Correct. The *2007 Clarification Amendment* states that the HOA covers landscaping **costs** but does **not mention arranging or maintaining**:

*“It was agreed that the costs for the landscaping... continue to be the responsibility of the Association and costs will be shared according to the Sharing Ratio...”*

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#### **5. Owner Responsibility for Home Repairs – 2007 Amendment**

Yes. The *2007 Clarification Amendment* affirms:

*“Each homeowner will be responsible for his/her own repairs... includes finding a contractor, determining scope of work and paying for the repairs.”*

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#### **6. HOA Arranges Painting and Staining – 2007 Amendment**

Yes, the HOA may continue arranging this specific service:

*“...the homeowners would continue to have the Association arrange for the painting and staining of the houses...”*

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#### **7. Homeowner Pays for Repairs and Painting**

Yes. While the HOA arranges painting, each homeowner pays:

*“...each homeowner will be allocated their actual cost based on the accepted painting and staining proposal.”*

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#### **8. Section 11.5 – Cost Sharing Only for Affected Units**

Yes. Section 11.5 of the *Declaration* provides:

*“All expenses... relating to fewer than all of the Residential Units... shall be borne by the Owners of those affected Residential Units only.”*

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### **9. Dues for Landscaping Services Not Received – Colorado Law Violation**

Yes, charging owners for landscaping services they don't receive would violate both:

- *Declaration Section 11.5*, and
  - **Colorado Revised Statutes § 38-33.3-315**, which requires fair allocation of expenses in common interest communities. 3 (b) A”ny common expense or portion thereof benefiting fewer than all of the units shall be assessed exclusively against the units benefited;“
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### **10. Parking a 6-Foot-Wide Vehicle in a 28-Foot Easement**

Yes. A 6-foot-wide vehicle parked on the edge still leaves 22 feet of clearance, satisfying fire code requirement:

*“503.2.1. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet.”*

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### **11. Parking in a 16-Foot-Wide Section – Fire Code Violation**

Yes. Parking in a 16-foot-wide driveway violates the same fire code standard, which mandates **at least 20 feet** of clear access. The HOA cannot lawfully allow this under:

- Fire code 503.2.1, and
  - *Declaration* rights to unobstructed ingress and egress
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### **Conclusion**

The HOA's governing documents, combined with Colorado law, limit the HOA's authority and control properties. Maintenance responsibilities were shifted to homeowners under the *Declaration* and Rules and Regulations. Cost sharing must be equitable. Parking rules must align with fire safety codes and access easement provisions.