



HOA Board

Meeting Minutes

Date: 10/08/2025 6p

Location: Dee Residence 11 Camas Dr, Boise ID

6 Attendees: Randy/Colleen Roderick, Denise Endly, Will/Laura Dee, Jim Smith (Kirby Absent due to travel)

Meeting Minutes:

highlight = action item

Old Business

- Website - up and running and looks great:
 - HOA is allowed to make changes
 - General inquiries go to Will Dee email
 - ACC inquiries go to Kirby, Denise and Jim
- Perhaps "General Inquiries need to go the entire HOA board? TBD

New Business:

- Attorney Meeting June 25, 2025, w David Claiborne (Sawtooth Law Offices)
 - Attending – Will and Laura Dee, Denise Endly
- CC&R Recommended Language Changes:

Sec 2.1 Land Use – Residential

Sec 2.1 a. Lot was sold remove paragraph

Sec 2.2 Construction of Residence and other Structures Generally:

Sec 2.2b. ACC has allowed 4000+ sq ft residence, as a result this language is null and void and CCR HOA needs to raise the min sq footage requirements and update the language

- ✓ Minimum Sq Footage should = 2500
- ✓ Maximum Sq Footage needs to be clearly defined – i.e. 50% of land use? Include sq footage of garage? Max square footage defined by lot size? Include greater setbacks? TBD

Sec 2.18 Maintenance of Lots

Recommended language changes:

Exterior Maintenance: Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or damages property of facilities on or adjoining their Building Lot which would otherwise be the Association's responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article VIII of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including attorney's fees

Unsightly Articles. No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, and trash shall be kept at all times in such containers and in areas approved by the applicable Architectural Committee. No clothing or fabrics shall be hung, dried, or aired in such a way as to be visible to other property, and no equipment, treat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials.

No Unscreened Boats, Campers, and Other Vehicles. No boats, trailers, campers, all terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles, or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas, and driveways) unless the same are enclosed by a structure concealing them from view in a manner approved by the Architectural Committee. To the extent possible, garage doors shall remain closed at all times.

*Vehicles. The use of all vehicles, including, but not limited to, trucks, automobiles, bicycles, motorcycles, snowmobiles, aircraft, and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof **within Canyon Creek Ranch**. No on-street parking shall be permitted except where expressly designated for parking use. No parking bays shall be permitted in any side, front, or backyard. Vehicles parked on a driveway shall not extend into any sidewalk or bike path or pedestrian path. No motorized vehicle or device shall be permitted on any Waterway unless such vehicle is engaged in an emergency procedure.*

Sec 2.7 Nuisances and Hazardous Activities

Recommended language changes:

Nuisances. *No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Building Lots, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance, as described in the **Boise County Code**, as amended from time to time, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights, or search lights, shall be located, used, or placed on the Property without the prior written approval of the Association.*

Sec 3.5 Well Reserve Account

Account has been transferred - REMOVE this language

Sec 4.4 Powers of the Association - clarification

Per Atty – No limit to # of liens

Additional Notes from Atty Meeting:

- **Responsibilities for making HOA notice**

Canyon Creek HOA must provide income & expense report and meeting minutes **annually** (post card with QR code is acceptable)

- **Multiple property lots w single owner:**

According to the current CC&Rs, each owner must pay annual HOA fees for each official plot unless the owner wants to combine lots w county assessor (this would restrict building requirements, subdividing etc.)

- HOA Fees per lot owned will begin in 2026 and will NOT be enforced retroactively for those who previously did not comply

ACTION ITEMS:

1. Contact Western Land - Brad Stone to sign deed to HOA
2. Adopt Bylaws for incorporation

Additional CC&R Notes:

Will Dee researched CCRs volume:

- ✓ Pioneer Title - 80 pages of old and new amended CC&R's
- ✓ Idaho City – all docs including amendments
- ✓ No website for CC&R's directly from the county (several HOA's summarized rules and could opt to do this - make sure only one file goes out instead of everything
- ✓ **Need to ADD Table of Contents**
- ✓ Must make sure we add that we are referencing prior Instrument numbers for each of the prior editions
- ✓ **Place condensed CCRs on New Website**

Annual Meeting

Due to lack of response, we had to postpone the annual HOA meeting

Next HOA General Meeting for all residents will be a Holiday Gathering:

- Catered – TBD
- **Invites ASAP for THURS Dec 11th** for Dee Residence

Finances – See Attached Financial Report Prepared by Simply Bookkeeping

- Nonpayment of HOA fees – Doug Winn payment outstanding
- No more payment plans
- Transfer Fees
- **Grounds Maintenance – For 2026 Need Written Contract to outline responsibilities**
- Asphalt resurfacing timelines - TBD
- Board Approved in lieu of \$100 management fee, authorize \$24.50 monthly subscription fee for QuickBooks
- Attorney payment approved
- Approved ANT equipment company (Josh) to continue snow removal for 2025/2026
- Can we get money back from previous website – NO – **Need to decommission the old CCR website**
- **Investing in our current account approved – take at least 50% of account for high yield ICCU account**