

Rose Creek Neighborhood Assn.
Minutes of the Annual Meeting of the Members
April 22, 2021
7 PM

Location of Meeting:

Antioch Church
3910 25th St S
Fargo, North Dakota 58104

Present at Meeting: Board Members:

Bill Brooks, President
Laurel Mahan, Secretary
James Brooks, Treasurer
Sheri Fercho, Board Member
Jake Lind, Board Member
Kathy Mitchell, Board Member
Brian McClellan, Board Member
Homeowner Members

The regular meeting of the Members of Rose Creek Neighborhood Assn. was called to order at 7 PM on April 22, 2021 at Antioch Church by Bill Brooks, President.

I. Approval of Agenda

The agenda for the meeting was distributed and unanimously approved.

II. Review of Previous Minutes

The minutes of the previous meeting were reviewed and unanimously approved.

III. Consideration of Open Issues

1. ByLaw Changes

President Bill Brooks

Changes:

The Annual Meeting may be held in person or digitally. Any voting member may also vote digitally at/or prior to the annual meeting.

Motion James Brooks

Seconded Jake Lind

Passes Unanimously

2. Covenant #1 Land And Use

President Bill Brooks

Changes:

Boulevard gardens are not permitted on any lot of the subdivision.

Motion Carl Schwartz

Seconded James Brooks
Passes Unanimously

3. Covenant #9 Commercial Vehicles
President Bill Brooks

Changes:

No boats, boat trailers or like vehicles shall be permitted on any lot of the subdivision. With written approval, boats, boat trailers or like vehicles shall be temporarily permitted for loading and unloading at the time of use.

Motion James Brooks
Seconded Laurel Mahan
Passes (2 no votes)

4. Covenant #13 Nuisances
President Bill Brooks

Changes:

No lot shall regularly engage in a business, hobby, or activity that disrupts the peace, quiet and tranquility of the neighborhood.

Motion James Brooks
Seconded Brian McClellan
Passes Unanimously

5. Covenant #16 Fences
President Bill Brooks

Changes:

All fencing within 25 ft. of a lot line which adjoins the golf course or any public way shall be three (3) rail split-rail fence with post heights above ground not exceeding 48 inches and shall conform with the design established by the developer. The owner of any lot in the subdivision shall be allowed to affix a "liner" type fence to the residential side of a fence adjoining the golf course or a public way but only upon strictest adherence to a design approved or established by the developer. No such fence liner shall be erected without prior consent of the developer. Split Rail fencing shall not be stained or painted.

The use of chain link fence in any way is not permitted on any lot of the subdivision. Owners must contact the developer first to discuss fencing material. If an owner does not receive written approval for fencing material or fencing design prior to installation, the fence will be removed by the owner at the owners expense.

Motion James Brooks
Seconded Brian McClellan
Passes Unanimously

6. All Covenants
President Bill Brooks

Change:

Remove "The Developer" and change to Board of Directors

Motion Carl Schwartz
Seconded Kathy Mitchell
Passes Unanimously

7. Budget

President Bill Brooks
2021 Proposed Budget (Attached)
Motion James Brooks
Seconded Jake Lind
Passes Unanimously

8. New Website

Board Member Sheri Fercho
Rose Creek Association
www.rosecreekassociation.com
Visit our beautiful new website, featuring all neighborhood information and covenants, including the ability to pay dues online.
Log in to add your password to be able to view the "only Homeowner's page."
Email the Board, rosecreekboard@gmail.com or for website questions life@rosecreekassociation.com

9. Adjourn

Treasurer James Brooks
Meeting Adjourned
Motion James Brooks
Seconded Kathy Mitchell
Passes Unanimously

Adjourned at 8:15 pm

Minutes submitted by
Secretary Laurel Mahan



Rose Creek Neighborhood Association				
2021 Proposed Operating Budget				
Expense Description	2020 Budget	2020 Spent	Over/Under	2021 Budget
Grounds Keeping Landscaping, Weed Control	\$4,000.00	\$4,653.78	(\$653.78)	\$29,500.00
Common Area Lawn Mowing and Snow Removal	\$14,700.00	\$14,700.00	\$0.00	\$15,900.00
General Liability Insurance	\$1,800.00	\$1,768.00	\$32.00	\$1,768.00
Holiday Decorating	\$2,800.00	\$2,800.00	\$0.00	\$2,900.00
City of Fargo Water	\$280.00	\$263.40	\$16.60	\$275.00
Cass County Electric	\$500.00	\$392.00	\$108.00	\$400.00
Bookkeeping Website Maintenance	\$1,600.00	\$1,886.25	(\$286.25)	\$1,800.00
Mailings and Additional Supplies	\$1,020.00	\$534.64	\$485.36	\$557.00
Taxes State Fees Legal Fees and Miscellaneous	\$1,500.00	\$1,090.00	\$410.00	\$1,200.00
Total Expenses	\$28,200.00	\$28,088.07	\$111.93	\$54,300.00
			Cost per lot	\$300.00

Bylaw Changes:

Add the lines that are bolded and underlined:

Section 2. Annual Meeting.

The Members shall meet annually and no later than May 1st of each year at such time and place designated by the Executive Committee. **The Annual Meeting may be held in person or digitally.** At such meeting, the Directors shall be elected to replace those whose terms expire in the calendar year of such Annual Meeting.

Section 6. Proxies.

Any Voting Member may designate in writing someone to vote at Membership Meetings as his proxy. **Any Voting Member may also vote digitally at/or prior to the annual meeting.** Such proxy shall be delivered to the Secretary prior to the vote to be taken on any matter at any meeting. All proxies shall terminate not more than eleven (11) months after the date thereof, or upon sale of the property by the owner giving the proxy, whichever occurs first.

WHY THE CHANGE:

Should we be unable to hold the annual meeting due to flood, pandemic, or other unforeseen situation, having a digital option will allow us to continue operations. This change will also allow those who cannot attend the meeting in person (medical situation, out of town for work, etc) to still participate.

Covenant #1:

1. LAND USE AND BUILDING TYPE.

All Lots zoned R-1 A as presently defined in the zoning ordinances of the City of Fargo, North Dakota shall be used for single family residential purposes only. No building or structure intended for or adopted to business purposes, and no apartment house, double house, lodging house, rooming, hospital, sanitarium, or professional office, or other multiple family dwellings shall be erected, placed, permitted, or maintained on any such lot or on any part of such lot.

No improvement or structure whatsoever other than a first class private dwelling house, patio walls, swimming pools, and customary outbuildings, garages, car ports, and fences subject to limitations herein set forth may be erected, placed, or maintained on any such lot in the premises.

to:

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Boulevard gardens are not permitted on any lot of the subdivision.

No improvement or structure whatsoever other than a first class private dwelling house, patio walls, swimming pools, and customary outbuildings, garages, car ports, and fences subject to limitations herein set forth may be erected, placed, or maintained on any such lot in the premises.

WHY THE CHANGE:

While the City of Fargo recently adopted the ability to allow for boulevard gardens, these gardens would be visible to all surrounding neighbors and visitors. Should a boulevard garden fall into disrepair, its visibility would result in reduction in property values.

Covenant #9:

9. COMMERCIAL VEHICLES.

No mobile homes, travel trailers, toy trailers, or like vehicles shall be permitted on any lot of the subdivision unless first approved by the developer. With prior approval, mobile homes, travel trailers, toy trailers, or like vehicles shall be temporarily permitted on the premises or Lots therein only for the purpose of loading and unloading such vehicle at the time of use. Under no circumstances

shall any commercial vehicles, construction or like equipment be permitted on any lot of the subdivision for more than 48 consecutive hours unless first approved by the developer.

to:

9. COMMERCIAL, RECREATIONAL VEHICLES, TRAILERS, BOATS.

No mobile homes, travel trailers, toy trailers, boats, boat trailers, or like vehicles shall be permitted on any lot of the subdivision. With written prior approval, mobile homes, travel trailers, toy trailers, boats, boat trailers, or like vehicles shall be temporarily permitted on the premises or Lots therein only for the purpose of loading and unloading such vehicle at the time of use. Under no circumstances shall any commercial vehicles, construction or like equipment be permitted on any lot of the subdivision for more than 48 consecutive hours unless first approved by the developer.

WHY THE CHANGE:

As the covenant is currently written, boats of any condition could be left trailerless on a property. This would also eliminate confusion of an individual stating they have verbal approval for temporary storage. Please note that mobile homes, travel trailers, toy trailers, boats, boat trailers, or like vehicles can be parked on the street provided they comply with City of Fargo parking laws.

Covenant #13:

13. NUISANCES.

No lot shall be used in whole or in part for storage of rubbish of any kind whatsoever nor for the storage of any property or things that will cause such lot to appear untidy, unclean, or obnoxious to the human eye; nor shall any substance, thing, or material be kept on any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding property.

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WHY THE CHANGE:

The change would prevent any lot from engaging in hobbies that would not be considered nuisances according to the City of Fargo, but could be reasonably considered nuisances to the surrounding properties. Examples would be, frequent automotive testing resulting in loud engine noise, frequent bagpipe or other musical instrument practice outside, and/or metal working.

Covenant #16:

16. FENCES.

All fencing provided by any owner or person other than developer shall be approved by the developer prior to erection. No fence shall be constructed to extend beyond the front of the primary structure facing the front of the lot (that side of the lot facing a street). All fencing within 25 feet of a lot line which adjoins the golf course or any public way shall be three (3) rail split-rail fence with post heights above ground not exceeding 48 inches and shall conform the design established by the developer.

The owner of any lot in the subdivision shall be allowed to affix a "liner" type fence to the residential side of a fence adjoining the golf course or a public way but only upon strictest adherence to a design approved or established by the developer. No such fence liner shall be erected or attached without the prior consent of the developer.

No such fence shall exceed six feet in height. No entrances or exits through fences shall be permitted along 40th Avenue South, 25th Street South, and 52nd Avenue South.

The developer shall have the absolute right to establish such fence design and construction as it deems appropriate along 40th Avenue South, 25th Street South, and 52nd Avenue South as well as on any lot lines adjoining parkways, public spaces, public right-of-ways, and the golf course. Such fencing shall be maintained in a good condition by the lot owner and in a condition maintaining its original appearance. Split rail fencing shall not be stained or painted. Fencing established by the developer along 40th Avenue South, 25th Street South, and 52nd Avenue South shall be maintained on the public side by the developer or such entity as may be established by the developer for such purposes. The lot owner shall maintain any and all fences on his lot in the event of the need of repair or replacement but shall not be permitted to paint, stain, or otherwise apply any finish to the street side of the fence.

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WHY THE CHANGE:

As fencing material and design has changed since the covenant was written in 1992 the Board wants to add flexibility with regards to covenant 16.

All Covenants:

Change all mentions of "The Developer" to "The Board of Directors"

WHY THE CHANGE:

At the time the covenants were written there was no Board of Directors. Once development was concluded, the role of "The Developer", with regards to neighborhood covenants, was turned over to the Board of Directors. To make things clearer we would like to change the wording of "The Developer" to "The Board of Directors".