

## **Centennial Trail HOA - Board meeting**

Tuesday, March 29, 2016

home of Charles and Kathy Minter.

*These minutes approved by the Board at the May 3, 2016 meeting.*

### **present:**

#### **Board**

Charles Minter (president)

Dot Jackson (vice president)

Lou Supino (vice president)

Andy Edmondson (treasurer)

Randy Doriese (secretary; recording minutes)

#### **Community**

Dick Smith

Lois Klamann

David Klamann

Connie Lull

Kent Zaitz

Les Isaacs

One advertised purpose of this meeting was to discuss maintenance responsibility for fences along the outlots. As the intention was to *discuss* these issues (including being able to ask and answer questions, etc.) the Board made the decision before the meeting that it would suspend regular order for this part of the meeting. Thus, there was no formal call to order. The first participants arrived around 7:11pm and immediately began discussion. The last arrival was around 7:32pm.

Dick presented the meeting participants with a "letter of dispute" regarding the fences. The Board members invited him to read through it so we could discuss. The issues raised by Dick in his letter and in the accompanying discussion at this meeting were substantially the same as those he raised in the Board meeting before the 2016 annual meeting of the Association, and then also at that annual meeting of the Association. This evening, the discussion ranged for almost 2.5 hours (until about 9:40pm). The following is an attempt to summarize Dick's main points:

- 1) The fences along outlots D, E, and F are very clearly on the HOA-owned Outlots, as the distance between the fences is significantly (many feet) smaller than the width of each Outlot as defined on the HOA Plat. The HOA's Covenants state that the HOA pays to maintain the HOA Outlots, which should therefore include these fences.
- 2) There is a specific clause in the Covenants about fences. It states that the HOA should maintain these fences, so it should maintain these fences.
- 3) The HOA has recently spent too much money on the North side of the street (mainly on patching and then paving Outlot K). As the fences in question are all on the South side, the HOA

should not oppose spending a relatively small amount of money on these fences in order to balance out spending on the two sides of the street.

- 4) Although the HOA has maintained the position during the entirety of its existence that individual Lot owners maintain the fences along outlots D, E, and F, this precedent has been based on an ongoing and incorrect interpretation of the HOA's governing documents.
- 5) While Dick *insists* that the HOA pay to maintain the fences along the HOA's outlots, he also *suggests* that the HOA also pay to maintain the fences along Outlot C. Outlot C was deeded to the City and these fences are technically on the City's property, according to the plat. His reasoning is that neighborhood property values will be maintained or increased if these fences look nice; common maintenance by the HOA is the easiest way to make sure:
  - a. no owner neglects maintenance, and
  - b. the fences are of uniform age, quality, and appearance.
- 6) The annual meeting (on Feb. 1, 2016) was conducted unfairly. Dick's motion to have the HOA maintain the fences along Outlots D, E, and F was overwhelmingly voted down at that meeting because many of the participants did not understand the issues they were voting on, and perpetration of this misunderstanding was a deliberate feature of the meeting.
- 7) If the HOA does not agree to pay for Dick's fence repairs, Dick plans to pursue arbitration against the CTHOA Board to force the HOA to pay his portion of the repair to his fence along outlot D. It is later suggested during discussion that *mediation* would be more appropriate than arbitration because mediation is nonbinding and is considered to be more amicable in nature. Dick considers the dispute, for now at least, to be between himself and the HOA Board – this is so he does not unintentionally speak for other Lot owners.

During discussion, it was determined that there were a few points of agreement between Dick and the Board:

- 8) It is very likely that the fences along Outlots D, E, and F are indeed on these Outlots, which are owned by the HOA. A survey would be required to ascertain this, as it is possible that the centers of the sidewalks are far enough from the centers of the Lot lines to put one or the other fence onto a privately owned Lot. However, for purposes of present discussion, the Board agrees to treat these fences as being on the HOA's outlots.
- 9) It is likely that the fences would look generally nicer and more uniform if the HOA were to take care of them rather than entrusting this task to the individual Lot owners.

The Board's positions on these issues are as follows:

- 10) The Feb. 1 meeting was conducted fairly. Everyone who wanted to speak about this issue was given the opportunity to do so. Nobody was cut off. However, the mechanics of voting on a motion like this could be improved at future Association membership meetings. The Board recommends that in the future, we try to print up and distribute before the meeting any motions to be voted on. This would give all parties the opportunity to perform their own

research, speak to neighbors, plan statements, etc. Such a procedure will be valuable as we look to amend our Covenants to bring them up to date and into compliance with CCIOA.

- 11) While the HOA's Covenants do indeed state that the HOA maintains the commonly owned Outlots, it also states (Section 4.1) that these Outlots are to be used for the enjoyment of all Owners. The present (and original) state of Outlots D, E, and F, in which a fence severs a several-foot-wide strip of the Outlot and effectively connects this strip of land to the property of an individual Lot Owner, is clearly not consistent with all Owners being able to enjoy this strip of the Outlot. It is not known why the developer made this decision 30 years ago. However, it seems to the Board to be a reasonable compromise that in exchange for *exclusive use* of this area of common Outlot, a Lot Owner should *maintain* this strip of land, including the fence. This is the model that the HOA has followed since its inception, and the model that the HOA affirmed at its annual Association meeting (Feb. 1, 2016) when it voted down Dick's motion that the HOA maintain these fences.
- 12) Section 8.4 of the HOA's Covenants states, in part: "All fences shall be maintained by the Owner of the Lot and no boundary line fence shall exceed four (4) feet in height." Section 1.12 defines "Lot" as *specifically* excluding the Outlots. Thus, by definition, the HOA cannot be "the Owner of the Lot" in this clause, and so this clause cannot be read to mean that the HOA is responsible for the maintenance of the split-rail fences.
- 13) Just because a potential action of the HOA could lead to an increase in some or all property values at Centennial Trail does not necessarily mean the HOA should undertake said action. The Board feels (and the membership affirmed at the Association meeting on Feb. 1, 2016) that fence maintenance is best undertaken by the individual Lot Owners.
- 14) The HOA Board feels it does not have authority to overrule the Association's vote on this matter. To change the Association's vote, the Association would have to take up this matter a future Association meeting.

After significant discussion, Dick decided he might edit his Letter of Dispute. As of the approval of these minutes, the Board has not received an updated version.

9:40p: This section of the meeting ended, all community members (voluntarily) left the meeting, and the five Board members remained. Charles called the meeting to formal order.

Randy read the minutes from the Feb. 17, 2016 Board meeting. After some minor edits, these minutes were approved unanimously.

We decided on the date of the next Board meeting: Tuesday, May 3 at 7:30p – the home of Andy and Sandy Edmondson, 5215 Centennial.

Adjourn, 9:55pm.