

## **Oakton Mill Estates HOA**

### **BOARD 4Q QUARTERLY MEETING – October 11, 2023, 7 pm Oakton Library—In person**

In attendance: In person—Board Members: Ed Hanlon, Andrea Woodhouse, Iman Elbakry, Rebecca Greene, Chris Lanks, Nick Butler, David Buss; HOA Lot Owner Will Baird

By phone: Chris Lanks, Christine Foreso

#### **Last Quarter’s Meeting Minutes:**

- Last quarter’s meeting minutes were approved unanimously.

#### **Shed and Garage Amendments to Governing Documents:**

- Special meeting occurred on October 4, 2023 to discuss sheds and garages. Chris and Iman reviewed the signed consent forms, found an error. After correcting this, Ed forwarded the consent forms to Sara Ross, the HOA attorney, who okayed the certification of the results.
- Sara needs to send Ed a form for Ed’s signature in front of a notary. Sara will then log it into the County records and then the amendments to the HOA’s governing documents would be considered final. Sara will let us know when that happens.
- The Board agreed that

#### **Additional Ten Amendments to Governing Documents:**

- There was significant discussion regarding the additional ten Amendments to our HOA’s Governing Documents. Ed asked that we come out of tonight’s meeting with a final plan with the amendments and then Ed can update them at home and send them.
- Ed has already reserved the meeting room for the November 29 annual meeting.

#### **Consent Form:**

- The consent form is the most important document. Board members reviewed Sara’s most recent changes to the proposed amendments (redline drafts were provided to the Board), and discussion occurred on any additional changes to the updated clean copy of the form that incorporated Sara’s changes.
- Amendment 1: The Board agreed to change the first sentence to “The Association has the right to assess charges....”
- The Board reviewed and discussed Amendment’s 2 through 4, and agreed that the existing draft language was acceptable.
  - The Board noted that regarding Amendment 3, while these lots were undevelopable, Sara the HOA attorney noted each lot has to pay a full assessment. Sara noted we could not charge less than an assessment for some lots and not for others. Sara noted that an amendment was needed to formalize the handshake agreement from 2017 that these two undevelopable lots pay a half assessment each, noting if they ever become developable then they pay 100% full assessment. The owner of these two undevelopable lots received two ballots to vote on the shed and garage issue.

- Amendment 4: A Board Member asked if the ARC could be changed to be the Architectural and Environmental Control Committee. It was agreed to change ARC to AECC (Architectural and Environmental Control Committee), and also change any other locations referring to the ARC to the AECC.:
  - The Board agreed that hereafter the ARC should be referred to as the AECC.
  - The Board agreed that the cover email to HOA Lot Owners notifying them of the November Special Meeting and forwarding consent form and other documents would note that hereafter the ARC will be referred to as the AECC.
  - David agreed to update the ‘Architectural Change’ form on our HOA website to only refer to the AECC.
- Amendment 5:
  - Ed noted Rob commented that he is not in favor of the 90-day completion requirements for the Amendments to Article VII, Section 19. Ed noted Sara said to give it 180 days or just not specify a date and have that part of the architecture review committee application process in that document. The Board discussed if we left the completion requirement open, the AECC would ask the lot owner what is a reasonable date for construction completion, in consensus with the homeowners, and approve the application. The Board noted it would not be reasonable to have the homeowner re-apply from scratch if the schedule was not met; they should just ask for an extension. Upon discussion, it was agreed to revise the sentence discussing construction schedule to note the owner will specify the agreed-upon period and will submit a time schedule for completion of the project for AECC approval. The owner will submit a proposed schedule for completion of the project to the AECC within the AECC application. An owner may request an extension of time; if written request is received by the AECC, it can grant an extension for any period of time.
  - The Board agreed to delete the sentence including ‘non-conformance’ language, and to move Amendment 5 to become Amendment 6, and bring Amendment 6 back to new Amendment 5.
  - The Board agreed to move the last sentence of old Amendment 5 to the beginning of old Amendment 6.
  - Sara commented that 30 days was insufficient for the AECC to do its review, and that’s the reason for the switch to 60 days. The Board agreed with this switch, noting that 60 days is better for the AECC.
  - The Board agreed to make a new paragraph after the word permit.
- Amendment 7: The Board agreed to change the phrase “Extension approved by the AECC, regardless of time elapsed” by deleting “regardless of time elapsed”. The Board also agreed to add a clause ‘absent an extension approved by the AECC’ after the word ‘revoked’.
- The Board reviewed and discussed Amendment’s 8 through 10, and agreed that the existing draft language was acceptable.
  - Amendment 8: The Board discussed this enforcement change, noting Bill the previous HOA lawyer said this language needed to be updated.

- Regarding common areas, the Board discussed that we don't want deer hunters in there or yard debris dumped there.

#### Cover Email:

- The Board agreed that the draft cover email to HOA Lot Owners notifying them of the November Special Meeting and forwarding consent form and other documents should note that hereafter the ARC will be referred to as the AECC. The Board had no other suggested changes to the draft cover email.

#### Executive Summary:

- The Board had no suggested changes to the draft executive summary.

#### Conclusion:

- Ed noted it was October 11 and the scheduled special meeting is November 29; therefore, notice must go out on or before October 29 to meet the minimum 30-day notice requirements for a special meeting that are in the HOA governing documents. Ed noted it would be preferable to send out the consent form to the HOA by October 22 which was 11 days from now.
- The Board agreed that Ed would send the updated draft documents to Chris and David for final review. Upon incorporating comments from Chris and David, Ed would send the updated documents as final documents out to the HOA for voting.

#### Rob's Treasury Report:

- Rob sent in a report, noting there was very little change from the last Board meeting. Rob noted that the only other expense items have been monthly legal fees and a couple of welcome baskets/reimbursements. Rob noted we have not received any landscaping/mowing bills all year, and that he was going to send the landscaper a message asking them to send a bill. Rob noted they only sent 2 bills all of last year (Apr-Jul) and (Aug-Oct), so it's not unusual for them to piece the bills out like this.

#### HOA Landscaping/Maintenance:

- First topic was the HOA Landscaper/Maintenance topic. Christine noted to Ed that the landscapers haven't been cutting the grass along Melanie Court and Lane in front of 2887 Melanie Lane and the neighbors are complaining to her about that. The specific land area in question is the small sliver of land along the street side of 2887 Melanie near the corner of Melanie and Melanie Court behind the metal guardrail.
- Ed noted property tax maps do not show any common area property on Melanie Lane intersection/street area. Property tax maps do show HOA common property area at the intersection of Marbury and Oakton Ridge Court (where the HOA's monument is).
- Discussion occurred noting there are 83 lots and only one is being landscaped. The Board discussed why is the landscaper mowing someone's lawn and maintaining a section in front of a lot owner's property, and why one lot owner is getting this benefit and not others.
- Ed noted that Christian Clifford, former Board member who managed the landscaping contract for the HOA, noted there may have been agreements in years past to maintain

this street area as an attempt to compensate Melanie lane residents for the maintenance that occurs on the monument at Oakton Ridge Court/Marbury intersection. Specifically, Christian noted homeowners on the other side of the large common area between the monument at Oakton Ridge Court/Marbury intersection and the Melanie Lane area have complained that their dues pay for maintaining a monument they never see.

- Ed noted that Christian also noted that years ago, folks on ‘the other side’ of the common area where the monument is at Oakton Ridge Court and Marbury intersection have “understandably created perceived benefits gaps for most expenditures. Christian noted there were some early concessions by the Board in years past to recognize that non-Oakton Ridge Circle and Court homeowners were paying for discretionary monument flowers/shrubs upgrades that they never even saw. One example in 2008 was that the monument landscaping needed to be redone and some owners in other sections did want to spend the \$3-\$4k for the upgrades that visually only benefitted the Oakton Ridge streets.”
- Ed noted that neither Christine Foreso, Bob Doyle or Christian Clifford noted they were aware of any prior agreements to maintain the grass areas along Melanie court and lane.
- Ed noted that Will Baird said that maintenance of the area along the guardrail, which starts on Melanie Lane and curves around to Melanie Court has traditionally been maintained by the HOA. Will noted that the HOA meeting minutes from December 13, 2010 state that common area maintenance was primarily along Oakton Ridge Court, near Marbury Road, and “also for a small area along Melanie Lane.” Prior to his closing on their home in September 2012, Tracy and Will Baird reviewed and accepted the HOA documents and saw that specific notation from the meeting minutes. Before purchasing, Will asked their realtor whether this common area described in the HOA meeting minutes was in front of 2887 Melanie Lane. The realtor noted that the small sliver of land along the street side of 2887 Melanie near the corner of Melanie and Melanie Court behind the metal guardrail was maintained (mowed, pampas grass cut back seasonally, twigs picked up; etc.) by the HOA on a regular basis. Will said that this section of land was maintained by the HOA since when they moved in.
- Ed noted the Kims who own the property next to 2887 Melanie provided Ed with a copy of a recent survey of their property, and that while the survey does not show any HOA common property along their border with 2887 Melanie Lane, it did show a county easement for a storm drain along the area along the guardrail, which starts on Melanie Lane and curves around to Melanie Court.
- One Board member said that it sounds like a communication problem, since there was a new HOA landscaper hired a year ago and this landscaper has not gone over and landscaped this area since being hired. Discussion noted these new landscapers mow the grass alongside the guard rail that goes along the corner, where there is Pampas grass and some pine trees. It was noted that while there is an easement that goes along this portion of land, homeowners are supposed to maintain easements.
- Discussion then occurred on where does the street stop and Lot Owner property end. It was then discussed whether the Board should tell the landscaper to do this work because it’s been previously done by the landscaper or say it’s not right to do such landscaping work on one lot.

- One Board member asked if we know how much we are paying them to do this. The Board discussed whether Rob may know this cost, since it perhaps is noted within the Budget as a line item within the landscaping cost.
- The Board noted that if it's a common area, the HOA would be responsible for maintaining it. The Board discussed whether looking back at meeting minutes would shed some light, and Andrea noted she has a box of old minutes. Will noted he would get the box of older minutes from Andrea and look through the box to see if he could find any history in prior minutes on what the HOA is paying the landscaper to do along this intersection. Will noted he would scan in any information he could find.
- One Board member raised the question of why Samaga does not have a monument. A Board member said that they put the monument there because there are more houses on Oakton Ridge Court and Oakton Ridge Circle.
- A motion was called to continue mowing this small sliver of land along the street side of 2887 Melanie near the corner of Melanie and Melanie Court behind the metal guardrail even if Will's efforts to research past minutes was not successful in finding information on the history of maintaining this area. The motion also noted the HOA should continue to do maintenance on this small sliver of land because it's a reasonable thing to continue doing. The motion passed.

**New Trash Proposal:**

- Ed noted that on July 25, He received an email from a local trash company (Garby LLC) in the Centreville area. The company asked if Oakton Mill Estates was interested in hearing bids for a current trash contract. The company asked if he could bid for a group rate for our HOA. Ed let the trash hauler know we need to consider this further as a Board where we would discuss further.
- Garby provided a rate of about \$26 a month for two pickups a week; Ed noted this was relatively low (i.e., it's lower than the rate at Ed's home). Ed noted he pays somewhere between \$40 and \$60 a month for one pick up a week – so under Garby, Ed would pay about \$200 less a year with two pickups a week rather than one. Ed noted Garby also provides the garbage cans and recycle cans, and has a few other incentives such as a yearly recycle day.
- Garby's billing would be through the HOA directly and not through the homeowners. This means someone from our HOA (some member of the Board?) would need to track down billing each homeowner to get the fees. There may be an option to prorate this fee for the year, and include this bill into our annual dues. Which then would require increasing our annual dues about \$300 a year, up to about say \$420 or so a year from our current \$115 per year dues.
- Garby noted if only a portion of our HOA lot owners would switch to Garby, Garby would charge a different higher rate. Garby would need to know the number of houses wanting to enroll to provide our HOA with an updated rate.
- One issue is that people are in contracts with existing companies, but they might be willing to break them if everyone goes along with it. Some people may not want to change companies for whatever reason.
- A negative issue discussed would be we would need to make an amendment change because our governing documents restrict our dues. It was discussed whether a special assessment could be made.

- It was discussed that it would be burdensome to contact every single lot owner to ask about trash. Ed noted we'd likely need to get the lawyer involved again, since Ed believed the governing document language would need to be changed.
- Another potential negative discussed was that if this company went out of business, it would leave us in the lurch.
- Ed noted Rob was against the idea of the new trash company but would like to open it up to input from the Board. Ed noted Rob noted that Special Assessments are only good for an individual year, require a 2/3 majority vote and seem to only be allowed for capital expenditures. Concerns about whoever took on the role of the trash company project would need to be willing to do this on a month to month basis, and diligently track down errant lot owners who've not paid their monthly trash bill. Rob also noted there is not a standard charge from American or Republic, and that several neighbors lost their service late last year when another small vendor went out of business.
- Ed asked if we should bring up the idea of a new trash company at the annual meeting. The Board discussed this option, but decided it was not necessary. The Board agreed that there are more disadvantages than advantages to the new trash company idea.
- A motion was called to drop the new trash collection company proposal. The motion passed.

### **New Business:**

#### **A. Construction requirements associated with new shed:**

- Ed noted that now that the shed and garage amendments passed, we need to adopt the construction requirements associated with new sheds and third-car garages. Ed noted that one lot owner suggested that the shed height be changed to 8 feet. The Board discussed options for having the shed's height at either 8, 10, or 14 feet. David says this is something we need to consider because there might be a requirement for landscaping at the height of the building. The Board agreed to change the height for the shed to 10 feet. Ed noted the next step would be to send the updated construction requirements document to the full HOA for a one-month review, as agreed upon at the 10/4/23 special meeting. Ed noted he would send this document around to the full HOA for review soon.
- The Board also discussed whether to include proposed construction requirements for storage attachments and additions to the rear of the home, and storage attachments/enclosures beneath a deck or sunroom in the rear of the home, into the construction requirements document to be released to the full HOA for a one-month review. Ed noted the covenant committee drafted these requirements last year, and that the AECC members noted it would be helpful to have standards for construction for these attachments/enclosures/additions. The Board agreed not to include these requirements into the construction requirements document to be released to the full HOA for a one-month review. The Board agreed to discuss whether and how to adopt such standards for construction for these attachments/enclosures/additions at a later date.

The meeting was adjourned at 9 pm

Respectfully Submitted,  
Rebecca Greene, HOA Secretary